



Roofstock One User Agreement
Effective October 15, 2021

Welcome to Roofstock One—Raise the Roof(stock).

Introducing an all-new way to invest in single family rental real estate.

This Roofstock One User Agreement ("Agreement") governs your use of the Roofstock One webpages located at www.roofstock.com/one (the "Site"), and the related products, services, and technologies offered via the foregoing webpages (collectively, including the Site, the "Roofstock One Services") offered or provided by Roofstock One, Inc., Roofstock Advisors, LLC, and their affiliates ("Roofstock One," "we," "us," or "our").

This Agreement is separate and distinct from the terms and conditions that apply to our general site and retail marketplace services available through Roofstock, Inc.

You should read this Agreement carefully.

Important Notice Regarding Arbitration

WHEN YOU ACCEPT THIS AGREEMENT, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND ROOFSTOCK ONE THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT.

PLEASE REVIEW CAREFULLY THE "DISPUTE RESOLUTION" SECTION BELOW FOR DETAILS REGARDING ARBITRATION.

1.0 Agreement

By using the Roofstock One Services, you agree to be bound by this Agreement. If you don't agree to be bound by this Agreement, do not use the Roofstock One Services.

If you are accessing and using the Roofstock One Services on behalf of a company (such as your employer) or other legal entity (such as a trust or limited liability company of which you are a member), you represent and warrant that you have the authority to bind that entity to this Agreement. In that case, "you" and "your" will refer to that entity.

2.0 Privacy Policy, e-Signature Agreement, and additional terms apply

Additional terms and conditions apply to your use of Roofstock One's Services, including our Privacy Policy, e-Signature Agreement, and if you purchase Roofstock One products, the Offering Documents.

2.1 Privacy Policy. Our Privacy Policy, located at www.roofstock.com/privacy, is incorporated into this Agreement. Your use of the Roofstock One Services is subject to this Privacy Policy.

Our Privacy Policy contains important details concerning how Roofstock One collects and uses information, including your nonpublic personal and financial information. There, you will learn what categories of information Roofstock One may collect about you, when it may collect that information, and the circumstances in which it may disclose that information with affiliated entities or with nonaffiliated third parties.

Our Privacy Policy also informs you of your rights under federal law to limit certain information sharing and marketing solicitations from Roofstock One affiliated entities and nonaffiliated third parties. Instructions on how to opt out of certain sharing for marketing purposes are included in the Privacy Policy.

If you have any questions or concerns relating to your Roofstock One User Account, you may contact us by calling (888) 698-2111 or emailing privacy@roofstock.com.

2.2 e-Signature Agreement. By using Roofstock One's Services, you agree that any electronic signature, whether digital or encrypted, that is intended to authenticate a writing shall have the same force and effect as manual signatures to the fullest extent of the law and that we may deliver statements and documents to you electronically, as described in our Electronic Communications Disclosure and Consent. "Electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including without limitation a checkbox, facsimile, or email signature.

2.3 Offering Documents. If you purchase shares of tracking or common stock offered by Roofstock One, additional terms, described in the Roofstock One Offering Documents, which include the Private Placement Memorandum, Subscription Agreement, and Investment Supplement(s), also apply to you. You must read those terms carefully.

3.0 Who may use Roofstock One Services?

You may use the Roofstock One Services only if you (a) are a U.S. resident and competent to form a legally binding contract, (b) meet the definition of an "Accredited Investor" as defined below, and (c) are not otherwise barred from using the Roofstock One Services under applicable law.

If you are an agent, you must be acting with full authority to bind a principal who meets the foregoing criteria in subsections (a)-(c).

3.1 Accredited Investor

Only "Accredited Investors" (or their duly authorized agents) who reside in the U.S. may use the Roofstock One Services.

"Accredited Investor" means you are one of the following:

- a person with a net worth exceeding \$1,000,000 (excluding the value of the person's primary residence)
- a person with an annual income exceeding \$200,000 (or \$300,000 jointly with a spouse or spousal equivalent) in each of the last 2 years, with a reasonable expectation of the same in the current year
- a person with a Series 7, 65, or 82 license in good standing
- a trust or entity with total assets in excess of \$5,000,000 that is not formed for the specific purpose of acquiring shares of Roofstock One
- an entity in which all of the equity owners are Accredited Investors.

For further explanation, see Rule 501(a)(5)-(6) of Regulation D of the Securities Act.

4.0 Modifications of this Agreement

We may update this Agreement from time to time in our sole discretion. If we do, we'll let you know by posting a revised Agreement on this page along with the effective date, and we may also send other communications. It's important that you review this Agreement whenever we update it.

If you continue to use the Roofstock One Services after we have posted an updated Agreement, it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Roofstock One Services anymore.

Because our services are evolving over time, we may change or discontinue all or any part of the Roofstock One Services, at any time, at our sole discretion. If at any time you do not agree to any terms within this Agreement, you must stop using the Roofstock One Services.

5.0 Advisory services

Investment advice is available only through a Registered Investment Advisor. You may learn more about the regulations that apply to investment advisors from the U.S. Securities Exchange Commission, [here](#).

6.0 Securities issuer information

Roofstock One, Inc., a Maryland corporation, owns, operates, or finances income-producing single family and small multi-family rental properties and is the issuer of Roofstock One tracking stock and common stock.

7.0 Private securities offerings

As an Accredited Investor, you may be provided Offering Documents relating to private security offerings to review and consider. The Offering Documents include the following:

- Private Placement Memorandum, which includes a comprehensive description of risk factors
- Investment Supplement(s)
- Subscription Agreement.

The Offering Documents may be accessed and reviewed from the Roofstock One Site on the [Offering Documents](#) link on each detailed property page.

Note that this Roofstock One User Agreement does not constitute an offer to sell or a solicitation of an offer to buy any security. Such an offer can only be made through the Offering Documents, which contain important information about the investment and attendant risks.

8.0 Disclosure of risks

All investments carry risk and there is no assurance that any investment will, or is likely to, achieve specific results or avoid partial or total loss. Investments in private offerings, such as Roofstock One, are speculative and involve a high degree of risk and those investors who cannot afford to lose their entire investment should not invest in such offerings.

8.1 Due diligence. When making an investment decision, you must rely on your own examination of the potential benefits and risks involved. You should thoroughly review the Offering Documents provided to you and seek further independent financial, legal, or tax advice, if desired, to determine whether you believe a proposed investment meets your needs in light of your personal objectives, financial circumstances, and tax situation.

8.2 Caveats. Here are important caveats as you consider an investment opportunity:

- The past performance of an investment may be based upon a finite time or a period of extreme market activity and is never a guarantee of future results.
- Expected returns or projected earnings are based upon certain assumptions that may, or may not, be realized and are likewise not guaranteed.

- We cannot and do not provide any assurance that an investment will perform in a certain way or that any investor will achieve gains or avoid loss.

These represent only a few considerations. Before deciding whether to invest, you should carefully examine the risk factors and other information contained in the Offering Documents, including the Private Placement Memorandum.

8.3 Forward-looking statements. You should not rely on forward-looking statements regarding any investment opportunity. Forward-looking statements are based upon beliefs about potential future activity, based upon an analysis of information that is currently available.

The words “target,” “anticipate,” “believe,” “expect,” “aim,” “potential,” “design,” “target,” “intend,” “may,” “might,” “plan,” “estimate,” “project,” “should,” “will,” “would,” “result” and similar expressions identify forward-looking statements.

Forward-looking statements are subject to risks, uncertainties, and assumptions and are not guarantees of future performance, which may be affected by known and unknown risks, trends, uncertainties and factors that are beyond our control. These risks could result in the loss of your investment.

For Roofstock One investments, see the Private Placement Memorandum for detailed information concerning attendant risks.

8.4 Online risks. You acknowledge that engaging in financial transactions online has inherent risks and is susceptible to interruption. By using our Services, you agree to the following and accept the following risks:

- **Online information transmission can be disrupted.** You accept the risk that our Site could be affected by technical difficulties that impede your ability to obtain, view, or deliver information or execute transaction, including in time sensitive transactions such as purchase agreements, closing documents, or securities trades.
- **Transactions may require additional documentation or verification.** We may require additional information from you, such as execution of contracts or submission of documents, before we can complete a transaction. It is your responsibility to verify the status of any attempted transaction and to timely execute and submit necessary documents. We shall have no liability to you for any losses, financial or otherwise, suffered by you arising out of or resulting from compatibility or inoperability problems of the website, your computer device, or your failure to confirm any attempted transaction.
- **Log-in credentials can be misappropriated.** When you create an account, you agree to use a username with a password that is complex, secure, and private and to protect your log-in credentials. You agree to accept the risk of unauthorized access and use of your account if your credentials are guessed, stolen, intercepted, or if our system is breached or used without proper authorization. If you learn of any unauthorized use of your password or account, you must contact us immediately (using contact information on our Site). We are not responsible for any unauthorized access to or use of your account.
- **Cyberattacks occur.** You understand that cyberattacks occur and that your data may not be completely safe on any computer system or network. However, there are [certain steps](#) that you can take to protect the safety and security of your data and you agree to take reasonable measures to do so.

8.5 Limits of interactive Tools. Our Services may feature certain interactive analysis, calculators, tools, estimates, projections, target figures, or valuations relating to real properties or investments (collectively, “Tools”). These tools are based upon data obtained from various sources. Although we believe this data to be accurate, some data has been obtained from public or third-party sources and has not been independently verified by us. Other data is based upon or

drawn from projections or assumptions that may, or may not, prove to be accurate. These Tools are provided for your informational purposes only and should not be relied upon when making an investment decision.

You acknowledge that the estimates, projections, target figures, or valuations provided by these Tools: (a) represent only one approach to arrive at an estimate based upon available data and assumptions and that there may be other, more accurate approaches; and (b) do not constitute a warranty or guarantee of price, performance, or outcomes and cannot be relied upon as such.

The information provided by these Tools is provided on an “as is, as available” basis with all faults and defects.

8.6 You are responsible for your decisions. Our Services are offered to you upon the express condition that you will fully evaluate your own financial circumstances and the terms of the investment opportunity offered to you. You are fully responsible for your own financial decisions. You agree to purchase an investment opportunity only after you have determined it is right for you.

9.0 Creating a Roofstock One User Account

To access all the features of the Roofstock One Site or to acquire Roofstock One Services, you are required to create an account with us (a “User Account”).

Read this section to learn how to open a User Account and the terms and conditions that apply to that account.

9.1 Roofstock One uses a third party payment services provider. For a seamless e-commerce experience, we’re working with a third party payment services provider that will provide payment functionality through your Roofstock One User Account. When creating your Roofstock One User Account, you will be presented with information concerning the terms of service and privacy practices of that third party payment services provider. You must acknowledge and agree to those terms to open a Roofstock One User Account, as described in section 9.2.

9.2 You must agree to certain restrictions, terms, and conditions relating to your Roofstock One User Account. To create a User Account and use the Roofstock One Services, you must:

- sign up either by--
 - providing your personal information and creating a unique password *or*
 - logging into your existing Roofstock Account *or*
 - logging into your existing Facebook or Google account (each, an “SNS Account”)
- acknowledge and accept this Agreement and our **Privacy Policy**
- attest that you meet the definition of an Accredited Investor and reside in the U.S. and
- acknowledge and accept [Dwolla’s Terms of Service](#) and [Dwolla’s Privacy Notice](#).

If you sign up using your SNS Account, we'll create a User Account by extracting your personal information to the extent permitted by the privacy settings of your SNS Account. Your SNS Account may not provide you with full functionality of the Roofstock One Services and additional information may be necessary to take advantage of all services. See our **Privacy Policy** additional information.

In order to use the payment functionality of our application, you must open a "Dwolla Account" provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in or transferred through your Dwolla Account are held or transferred by Dwolla's [financial institution partners](#). You must be at least 18 years old to create a Dwolla Account. You authorize us to collect and share with Dwolla your personal information including full name, date of birth, social security number, physical address, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your

Dwolla Account through our application, and Dwolla account notifications will be sent by us, not Dwolla. We will provide customer support for your Dwolla Account activity, and can be reached by calling (888) 698-2111 or emailing privacy@roofstock.com.

9.3 Roofstock One User Account rules. By opening a Roofstock One User Account, you accept and agree to the following rules:

- you must provide us with accurate, complete, and current account information and keep this information up to date. If you don't, we may suspend or terminate your account
- to protect your User Account, you must keep your User Account details and password confidential. Notify us right away by calling 888-698-2111 or emailing privacy@roofstock.com if you detect any unauthorized use, or if you know of or suspect a breach of security
- you're responsible for all activities that occur under your User Account, whether or not you know about or consent to them
- a description of the information we collect from you when you create a Roofstock One User Account and how we use or share that information is contained in our Privacy Policy.

10. Rights related to the content available through our Services

Our Services are data-driven and our Site is full of valuable content. When you access, use, or visit our Site or accept, acquire, inquire about, purchase, or seek our Services you may be presented with content that is created, derived, distributed, published, provided, or shared by Roofstock; nonaffiliated third parties, such as data brokers, contractors, media or publication companies, vendors, suppliers, and other product or service providers; and users of our Site or Services like yourself.

It is important for you to understand that the content we make available to you is provided exclusively for purposes of enabling you to use our Site or Services and is for your personal use only.

10.1 Roofstock Content. "Roofstock Content" includes without limitation any and all analyses, audio-visuals, branding, code, data, formulas, graphics, images, information, listings, logos, materials, music, offerings, performance metrics, programming, projections, reports, software, statements, summaries, text, tools, or works of authorship of any kind, or any other data, information, or materials that are generated, posted, provided, shared, or otherwise made available by or on behalf of Roofstock One through the Site or the Roofstock One Services.

You hereby acknowledge and agree that:

- all Roofstock Content is protected by copyright, patent, trademark, trade secret, proprietary, or other intellectual property rights and laws
- you will keep confidential and not disclose Roofstock Content or your User Account information (including account details and passwords), in whole or in part, to any person for any purpose other than, with regard to Roofstock Content only, in connection with your own personal use of the Roofstock One Services
- you will not modify, copy, distribute, lease, loan, scrape, sell, share, or incorporate into derivative works any Roofstock Content, in whole or part, nor take measures to gather, mine, or extract through any means or methods the Roofstock Content made available to you through the Roofstock One Services

- you will not attempt to access or search our Site or download Roofstock Content from the Roofstock One Services through the use of any agent, engine, device, mechanism, software, or tool including without limitation crawlers, data mining tools, robots, spiders or the like other than the software and/or search agents provided by Roofstock One or other generally available third-party web browsers
- you will not use any meta tags or other hidden text or metadata utilizing any Roofstock trademark, logo, URL, or product name without our express written consent
- you will not use Roofstock Content for any commercial or other unauthorized purpose.

10.2 Third-Party Content. We may provide you with analyses, audio-visu­als, branding, code, data, estimates, formulas, graphics, images, information, listings, logos, materials, music, offerings, performance metrics, programming, projections, reports, software, statements, summaries, targets, text, tools, valuations, works of authorship that are assembled, created, designed, generated, licensed, posted, provided, shared, or otherwise made available by other Site users or by nonaffiliated third parties (collectively, “Third Party Content”).

You do not acquire any proprietary rights, including intellectual property rights, in or to any of the Third Party Content. Instead, to the fullest extent of the law, all rights associated with Third Party Content remain solely and exclusively with the creator, owner, or licensor of the content. See the section entitled “Preservation of intellectual property rights and restrictions of use of content” to learn about the important restrictions on your use of Third Party Content.

You acknowledge sole responsibility for, and assume all risk arising from, your use of or reliance on any Third-Party Content.

10.3 User Content. Our Services may allow you to share content, such as analyses, audio-visu­als, branding, code, data, estimates, formulas, graphics, images, information, listings, logos, materials, music, offerings, performance metrics, programming, projections, reports, software, statements, summaries, targets, text, tools, valuations, or works of authorship in comments, forums, or exchanges with other users. For purposes of clarity and to avoid misunderstanding, personal information, including financial information, that you provide to us to create a User Account or to enter a transaction with us is NOT “User Content” to the extent that you do not post, share, or otherwise make such information publicly available to other users.

Anything (other than Feedback) that you post, share, or otherwise make available to other users through our Services is referred to in this Agreement as your “User Content.” Roofstock One does not claim ownership rights in any User Content and nothing in this Agreement will be deemed to restrict any rights that you may have to your own User Content.

10.4 No endorsement. We do not endorse any users of our Roofstock One Services nor do we endorse any Third Party or User Content or other products or materials available through or on the Roofstock One Services.

Our Site may contain Links or promotions for products and services of third parties, including companies that pay marketing or referral fees to us. Our promotion of such third-parties is intended to be a convenience to you, to introduce you to the company, and is not an endorsement of their services or products. You are never required to contact or use the services of the third parties mentioned to you by us. We disclaim any liability for any third-party information or products offered.

Third party sites will have their own Terms of Use, Privacy Policies, and security practices that are different than ours. It is your responsibility to read and understand the policies and practices of those sites before agreeing to use the site. You acknowledge sole responsibility for, and assume all risk arising from, your use of third-party sites or services.

10.5 Feedback. We appreciate feedback, comments, ideas, proposals, and suggestions for improvements to the Roofstock One Services that you share with us, whether on our Site, via email to one@roofstock.com, or through other means (collectively, “Feedback”).

Feedback shall not be considered User Content. If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

10.6 Endorsements and testimonials. You agree that your User Content and Feedback will comply with: (a) the [FTC’s Guidelines Concerning the Use of Testimonials and Endorsements in Advertising](#); (b) the [FTC’s Disclosures Guide](#); and (c) the [FTC’s Native Advertising Guidelines](#); and any other guidelines issued by the FTC from time to time (the “FTC Guidelines”), as well as any other advertising guidelines required under applicable law.

You, and not Roofstock One, are solely responsible for any endorsements or testimonials you make regarding any product or service through the Roofstock One Services. We may immediately suspend or terminate your use of the Roofstock One Services or your associated User Account for any breach of this section.

Further, you grant Roofstock One and its affiliates the irrevocable, perpetual, and worldwide right to use, in whole or in part, your statements, opinions, and/or testimonials “as is”, edited, paraphrased, amplified, shortened and/or put in conversational form, whether made prior to or after the effective date of this Agreement (collectively “Statements”), in connection with the advertising and promotion of Roofstock One’s or any of its affiliates’ products or services. Such right shall include, without limitation, the right to use your Statements alone or incorporated in any type of materials including any and all promotional, marketing and/or advertising materials, whether existing prior to or prepared, developed or created after the effective date of this Agreement (collectively, “Materials”), in whole or in part, for the purpose of advertising, trade, marketing, publicity, research, and/or any other lawful purpose, in any and all media now known or hereafter developed, including, without limitation, all forms of broadcast television media, print media, and digital and social media channels and applications.

10.7 Permissions to User Content. By making any User Content available through the Roofstock One Services, you hereby grant to Roofstock One and its affiliated companies an irrevocable, non-exclusive, transferable, sublicensable, worldwide, perpetual, royalty-free license, with right to use, copy, modify, create derivative works based upon, publicly display, publicly perform, and distribute your User Content (a) in connection with operating and providing the Roofstock One Services, and (b) for Roofstock One and its affiliated companies’ marketing and promotional purposes.

10.8 Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under this Agreement, and that your User Content is and will at all times throughout your use of the Roofstock One Services remain accurate, complete, and truthful.

You represent and warrant that your User Content, your use and provision of your User Content to be made available through the Roofstock One Services, and use of your User Content by Roofstock One on or through the Roofstock One Services will not infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

10.9 Right to remove content. We reserve the right, but are not obligated, to monitor and to remove or disable access to any content on the Roofstock One Services, including Roofstock Content, User Content, and/or Third-Party Content and Links, at any time, for any reason, and without notice, including without limitation if we, at our sole discretion, consider any such content objectionable or in violation of this Agreement.

You can remove your User Content, but not your Feedback, by deleting it through our Site. However, in certain instances, some of your User Content may not be completely removed and may continue to exist on the Site. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) User Content.

10.10 Preservation of intellectual property rights and restrictions of use of Content. Through our Services, we may make content available that is subject to intellectual property rights, including Roofstock Content and Third Party Content. You acknowledge that this content constitutes valuable commercial products, the development of which has involved the expenditure of substantial time and money.

You do not acquire any proprietary rights, including intellectual property rights, in or to any of the Roofstock Content or Third Party Content (referred to in this section collectively as “Content”).

You hereby acknowledge and agree that, with the exception of your own User Content:

- all Content is protected by copyright, patent, trademark, trade secret, proprietary or other intellectual property rights and laws
- you will keep confidential and not disclose any Content, in whole or in part, to any person for any purpose other than in connection with your own personal use of our Site or Services
- you will not modify, copy, distribute, lease, loan, publish, scrape, sell, share, or incorporate into derivative works any Content, in whole or part, nor take measures to gather, mine, or extract through any means or methods the Content made available to you through our Site or Services
- you will not attempt to access or search our Site or download Content through our Services using any agent, engine, device, mechanism, software, or tool including without limitation crawlers, data mining tools, robots, spiders or the like other than the software and/or search agents provided by us or other generally available third-party web browsers
- you will not use any meta tags or other hidden text or metadata utilizing any trademark, logo, URL, or product name without our express written consent
- you will not sublicense, use, or exploit Content for any artistic, commercial, or other unauthorized purpose, including without limitation for any direct marketing or telemarketing lists or applications
- you will not selectively extract Content, or any component of Roofstock Content, for any use, comparing, or contrasting, in any manner, Content to data, products, or services available from other providers for purposes of release, publication, or disclosure
- you will not use, resell, or sublicense Content in any way that infringes upon the copyright, patent, trademark, trade secret or other intellectual property or proprietary rights or rights of publicity or privacy belonging to Roofstock, its affiliates, vendors, licensors, or any third party
- you will not resell or sublicense, or attempt to resell or sublicense, Content in any way or use Roofstock Content in a manner that violates any law, statute, ordinance or regulation
- you will not use Content: (a) as a factor in establishing an individual’s eligibility for credit, insurance, or employment; (b) in connection with a determination of an individual’s eligibility for a license or other benefit granted by a governmental authority; (c) in connection with underwriting individual insurance; or (d) in a way that would constitute a “consumer report” under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. or similar statute, or by any other authority having jurisdiction.

11. DMCA/Copyright Policy

Roofstock respects the intellectual property rights of others and asks that everyone using the Roofstock Services do the same. It is our policy to terminate access in appropriate circumstances to users who infringe or are believed to be infringing the rights of copyright holders and to handle copyright infringement claims in accordance with the Digital Millennium Copyright Act ("DMCA").

If you believe that your work has been reproduced on the Site or the Roofstock One Services in a way that infringes your copyrights, then pursuant to the DMCA, you may file a Notice of Claimed Infringement ("NOCI") to notify Roofstock's copyright agent. To a NOCI that is filed to Roofstock's designated copyright agent, Roofstock will respond in accordance with the DMCA by taking action it deems to be appropriate, including removing the allegedly infringing content.

See our [Copyright Policy](#) for further information and for instructions on how to file a NOCI.

12. User communications

12.1 TCPA. By creating a User Account, you expressly consent for Roofstock One or its affiliates to communicate with you at any telephone number that you provide, or that is provided via your SNS Account, as follows:

- for *non-telemarketing* purposes, we may contact you using any means, including without limitation by placing live, artificial voice, or pre-recorded calls or SMS text messages
- for *telemarketing* purposes, we may contact you using live calls or SMS text messages and, if the number provided is not a cellular or mobile phone, we may also use automatic dialing systems
- non-telemarketing and telemarketing calls or SMS text messages may be delivered at your number in accordance with this "[User Communications](#)" section regardless of whether the telephone is answered by you, someone else, or by a listening or recording device such as an answering machine or voice mail messaging service
- you understand that your cellular or mobile carrier's standard message and data rates apply
- your express written consent is valid until revoked even if you have registered the provided number on any state or national Do-Not-Call Registry.

Further, if you have provided express written consent, we may additionally contact you (a) for non-telemarketing and telemarketing purposes using any provided cellular or mobile phone using automatic dialing systems, and (b) for telemarketing purposes using any provided number, using artificial voice or pre-recorded calls or messages.

12.2 TCPA opt out. You are not required to consent to receiving telemarketing calls or texts in order to be eligible to access, use, or visit our Site or to accept, acquire, inquire about, purchase, or seek our Services.

You may opt out of receiving telemarketing calls or ask to be placed on our company's entity-specific "do-not-call" list at any time by calling us at (888) 698-2111 or by emailing privacy@roofstock.com. See our Privacy Policy for additional information.

12.3. CAN-SPAM. By creating a User Account, you expressly consent for Roofstock One and its affiliates to communicate with you at any email address that you provide, or that is provided via your SNS Account, by electronic mail message for any and all purposes, including without limitation for transactional, relationship, or commercial purposes.

12.4 CAN-SPAM opt out. You are not required to consent to receiving commercial or marketing solicitation emails in order to be eligible to access, use, or visit our Site or to accept, acquire, inquire about, purchase, or seek our Services.

You may opt out of receiving commercial or marketing solicitation email messages at any time by following the instructions contained in the message, by calling us at (888) 698-2111, or by emailing privacy@roofstock.com. However, note that you will not be able to opt out of certain communications from us (including communications regarding transactions you have entered into or updates to our agreements). See our Privacy Policy for additional information.

13. General prohibitions when using the Roofstock One Site or the Roofstock One Services

Without limiting the “**Preservation of intellectual property rights and restrictions of use of content**” section above, you agree not to do any of the following:

- post, upload, publish, submit, or transmit any User Content, nor use any User Content in a manner, that: (a) infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, proprietary or other intellectual property rights, or rights of publicity or privacy; (b) violates, or encourages conduct that violates, any applicable law or regulation or could give rise to civil liability; (c) is fraudulent, false, misleading, or deceptive; (d) is defamatory, obscene, pornographic, vulgar or offensive; (e) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (f) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (g) promotes illegal or harmful activities or substances
- use, display, mirror or frame our Site or any individual element within our Site or Services, or the name, trademark, logo or other proprietary information, or the layout and design of any page or form contained on a Site or page belonging to one of the Roofstock companies, without our express written consent
- access, tamper with, or use non-public areas of our Site, computer systems, or the technical delivery systems of our providers
- attempt to probe, scan, or test the vulnerability of any our system or network or breach any security or authentication measures
- avoid, bypass, remove, deactivate, impair, de-scramble, or otherwise circumvent any technological measure implemented by us or any of our providers or other third party including another user to protect our Site, Services, or Roofstock Content
- send unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use our Site, Services, or Roofstock Content to send altered, deceptive or false source-identifying information
- attempt to decipher, de-compile, disassemble or reverse engineer any of the software used on our Site
- interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing our Site or Services

- collect or store any personally identifiable information from our Site or Services from other users without their express permission
- access or search our Site or Services (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or features provided by us for use expressly for such purposes
- use our Site, Services, or Roofstock Content for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license, or sell any product, service or technology that could, directly or indirectly, compete with us
- use our Site or Services, or any portion thereof, for any commercial purpose or for the benefit of any third party, or in any other manner, in each case not permitted by this Agreement
- impersonate or misrepresent your affiliation with any person or entity
- violate any applicable law or regulation or
- encourage or enable any other individual to do any of the foregoing.

We reserve the right to investigate violations of this Agreement or other conduct that affects our Site, Services, our rights, or the rights of third parties. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

14. Termination

This Agreement will continue to apply to you and your use of our Site or Services until your account or relationship with us is terminated.

We reserve the right to suspend, cancel, or terminate your access to our Site or Services, in our sole discretion, at any time, and without prior notice with or without cause. We may suspend, cancel, or terminate your account if we believe you are using it for a purpose that is unauthorized, improper, illegal, or that could harm our company, our customers, or third parties. In addition, if you fail to comply with any terms and conditions of this Agreement, then your access to our Site or Services may be automatically terminated, without notice to you or other action. You agree that we will not be liable to you or any third party for any termination of your account or access.

You may also cancel your User Account at any time by sending an email to us at privacy@roofstock.com.

Upon any termination, discontinuation, or cancellation of the Services or your User Account, the following provisions will survive: "You are responsible for your decisions," "Rights related to the content available through our Services," "Endorsements and testimonials," "Preservation of intellectual property rights and restrictions of use of Content," "Warranty disclaimers," "Indemnity," "Limitation of liability," "Dispute resolution," "Governing law," "Class action waiver," "Arbitration of disputes," "Arbitration rules," "Arbitration location and procedures," "Arbitration fees," "Injunctive and declaratory relief," "Miscellaneous provisions," "Preservation of rights associated with our Services," and any other provisions which by their sense and context are intended to survive.

15. Warranty disclaimers

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures

and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. **TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR (A) ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OR ACCESS TO INFORMATION OBTAINED THROUGH THE SITE OR ROOFSTOCK ONE SERVICES, TO YOUR DOWNLOADING OF ANY MATERIAL POSTED OR LINKED TO THE SITE OR ROOFSTOCK ONE SERVICES, (B) FOR ANY IDENTIFICATION, MISIDENTIFICATION, OR IMPERSONATION OF ANY USER OF THE ROOFSTOCK ONE SERVICES, OR C) OTHERWISE ANY LOSS OR DAMAGED ARISING FROM OR IN ANY MANNER IN CONNECTION WITH THIS AGREEMENT.**

THE ROOFSTOCK ONE SERVICES AND ROOFSTOCK CONTENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Roofstock One Services or any Roofstock Content will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content (including Roofstock Content) on the Roofstock One Services.

16. Indemnity

You will indemnify, defend, and hold harmless Roofstock One, its affiliates and its respective officers, directors, employees and agents, from and against any and all claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Roofstock One Services b) your User Content; (c) your violation of this Agreement or of any regulation or law in connection with the Roofstock One Services or this Agreement; or (d) the acts or omissions of any third party related to your use of the Roofstock One Site, Roofstock One Services, User Content, or Roofstock Content.

17. Limitation of liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising from your use of the Site and Roofstock One Services remains with you.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ROOFSTOCK ONE, ANY OTHER ROOFSTOCK ENTITY, OR ANY OTHER OF ITS SERVICES PROVIDERS OR THIRD PARTIES INVOLVED IN CREATING, PRODUCING, PROMOTING, OR DELIVERING THE SITE OR ROOFSTOCK ONE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OR INABILITY TO USE THE SITE OR ROOFSTOCK ONE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ROOFSTOCK ONE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF ROOFSTOCK ONE, ITS AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE FEES YOU HAVE PAID ROOFSTOCK ONE. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ROOFSTOCK ONE AND YOU. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF DAMAGES SET FORTH ABOVE DO NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. Dispute Resolution

18.1 Governing law. This Agreement and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in this “Dispute Resolution” section, the exclusive jurisdiction for all Disputes (defined below) that you and Roofstock One are not required to arbitrate will be the state and federal courts located in San Francisco County, California, and you and Roofstock One each waive any objection to jurisdiction and venue in such courts.

18.2 Class waiver. YOU AND ROOFSTOCK ONE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. If the parties’ Dispute is resolved through arbitration, the arbitrator shall not consolidate another person’s claims or otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this “Dispute Resolution” section shall be null and void.

18.3 Arbitration of disputes. You and Roofstock One agree that any claim, controversy, or dispute arising out of or relating to this Agreement, or the breach, enforcement, interpretation, termination, or validity of this Agreement, or use of the Site, Roofstock One Services, or Roofstock Content (collectively “Disputes”) will be resolved **solely by binding, individual arbitration and not in a class, representative, or consolidated action or proceeding**, except that you and Roofstock One retain the right to: (a) bring an individual action in small claims court if it qualifies; and (b) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent (or enjoin) the infringement or misappropriation of a party’s patent, copyright, trademark, trade secret, or other intellectual property rights (hereinafter an “IP Protection Action”).

18.4 Arbitration rules. The arbitration will be administered by the AMERICAN ARBITRATION ASSOCIATION (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are currently available at www.ADR.org/ARB_MED or by calling the AAA at 800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

18.5 Arbitration process. A party who desires to initiate arbitration must provide the other party with a written demand for arbitration as specified in the AAA Rules. (The AAA provides a general demand for arbitration and a separate demand for arbitration for California residents, each at www.adr.org.) The parties agree that the arbitrator will have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this “Dispute Resolution” section, and will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within ten (10) days of delivery of the demand for arbitration, then either party may request that the AAA appoint the arbitrator in accordance with AAA Rules.

18.6 Arbitration location and procedures. Unless you and Roofstock One otherwise agree, the arbitration will be conducted in the county or state where you reside. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

18.7 Arbitration fees. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

18.8 Injunctive and declaratory relief. Except as provided in “Arbitration of Disputes” section above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or

injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

18.9 Severability. With the exception of any of the provisions in section 20(f) of these Terms ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

19. General terms

19.1 Ownership of Roofstock One Services. Roofstock One and its licensors exclusively own all right, title and interest in and to the Roofstock One Services, including all associated intellectual property rights. You acknowledge that the Roofstock One Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Roofstock One Services.

19.2 Whole agreement. Except to the extent set forth in the Privacy Statements and Roofstock One Offering Documents, this Agreement constitutes the entire and exclusive understanding and agreement between Roofstock One and you regarding the Roofstock One Services, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Roofstock One and you regarding the Roofstock One Services.

19.3 Survivability. With the exception of any of the provisions in the "Class Waiver" subsection above, if any provision of this Agreement is held invalid or unenforceable (either by an arbitrator appointed pursuant to the terms of the "Dispute Resolution" section above or by court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

19.4 Assignment rights. You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer this Agreement, without such consent, will be null and void. Roofstock One may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors, and permitted assigns.

19.5 Notices. To the fullest extent of the law, any notices or other communications provided by Roofstock One under this Agreement, including those regarding modifications, will be given to you by via email or by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

19.6 No waiver. Roofstock One's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Roofstock One. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

20. Questions or Feedback

Have a question about this Agreement? Love our services? Have an idea to make Roofstock One even better?

We welcome questions and feedback via email at one@roofstock.com.