

TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE INCORPORATED INTO THE TERMS AND CONDITIONS POSTED TO THIS WEBSITE FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THIS WEBSITE. FOR THE PURPOSES OF THESE TERMS AND CONDITIONS, THE TERM "OWNER" SHALL REFER TO THE OWNER OF THE APARTMENT COMMUNITY AT WHICH YOU HAVE APPLIED OR AT WHICH YOU RESIDE. YOUR AGREEMENT, AS INDICATED BELOW, CONSTITUTES YOUR ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS:

1. **Representations.** You represent that: (1) you are an applicant to reside at the Owner's apartment community or a resident that currently resides in the Owner's apartment community; (2) you have either signed a Rental Application as an applicant or an Apartment Lease Contract as a resident; (3) you are making online payments through the property's online payment system either by debiting your bank account or by charging your payment to your credit card; (4) the information regarding your bank account or credit card is true and correct; (5) payment of any fees through this website shall be subject to the document under which your payment is required to be made (i.e. a payment of an application fee is subject to your Rental Application and a payment of rent is subject to your Apartment Lease Contract); and (6) your payment will not be considered paid until the owner actually receives good funds in its bank account.
2. **No Warranties.** The Owner makes no representations or warranties with respect to your use of this website. Your access and use of this website is at your own risk. To the fullest extent allowed by law, you hereby waive and release the Owner, Grayco Partners Management, Grayco Partners, LLC, Parkside at Memorial, Memorial SMC Investment 2013 LP, A Texas Limited Partnership, and their respective officers, directors, employees, partners, shareholders, affiliates, successors and assigns from and against any and all claims, losses or causes of action of any nature whatsoever relating to, arising out of or connected with your access to or use of this website. In the event your online payment fails to transfer good funds into the Owner's account for any reason whatsoever, you will remain responsible for the payment. Owner's acceptance of your online payment will not waive any previous or current defaults. The Owner reserves all rights and remedies with respect to any defaults including defaults resulting from your online payment failing to transfer into the Owner's bank account. Additionally, in the event your online payment constitutes a partial payment of the amount you currently owe, the Owner does not waive any rights to exercise any remedies under your lease or applicable law that the Owner has regarding your failure to pay all amounts due.
3. **Acknowledgments.** You acknowledge that: (i) information you provide on this website will be used for business purposes; (ii) the Owner will keep the information provided in its files; (iii) personnel with the Owner and the Owner's managing agent, as applicable, will have access to the Owner's files and the information you provide; (iv) the Owner reserves the right to disclose any information provided for business related reasons to others such as independent contractors, credit reporting agencies, collection agencies or prospective purchasers or their agents in a manner allowed by law; (v) it is the Owner's

policy to dispose of records that contain sensitive personal information by shredding, erasing, or by other means making the information unreadable or undecipherable; and (vi) in the event you experience identity theft or the Owner discovers that there has been an unauthorized acquisition of computerized data that compromises security, confidentiality or integrity of sensitive personal information, the Owner will comply with applicable law with respect to taking appropriate corrective action. For the purpose of these terms and conditions “sensitive personal information” shall mean your first name or first initial and last name in combination with your credit or debit card number in combination with any required security code, access code or password that would permit access to your financial account. This term does not include publicly available information that is lawfully made available to the general public from the federal government or a state or local government.

4. **Governing law.** These terms and conditions are performable and venue for any action shall be proper, in Harris County, Texas. These terms and conditions shall be governed by the laws of the State of Texas.

I agree to the foregoing terms and conditions of my online payment.