

## TERMS OF USE AGREEMENT

This Terms of Use Agreement (“Agreement”) is between you and Deca Property Management, LLC (the "Company") with a principal place of business at 9630 Gravois Road, St. Louis, MO 63123. Use of this website (the "our site") signifies your agreement to the terms and conditions of use set forth in this Agreement:

(1) You acknowledge that you have read the terms and conditions of use and that you accept the terms thereof. YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING OUR SITE. If you do not agree to these terms and conditions of use, you may not access or otherwise use our site.

(2) The Company reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in this Agreement will be posted on our site.

(4) The contents (the “Content”) of our site are only for your personal, non-commercial use. All materials contained on our site are proprietary and are owned or controlled by the Company or the party credited as the provider of the Content. You will abide by any and all additional notices, information, or restrictions contained in any Content on our site. Copying or storing of any Content for other than personal, noncommercial use is expressly prohibited without the prior written permission from the Company.

(5) The Company may change, suspend or discontinue any aspect of our site at any time, including the availability of any our site features, databases, or Content. The Company may also impose limits on certain features and services or restrict your access to parts or all of our site without notice or liability.

(6) You represent, warrant and covenant that: (a) you shall not upload, post or transmit to or distribute or otherwise publish through our site any materials which (i) restrict or inhibit any other user from using and enjoying our site, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other harmful component, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising of any kind, or (viii) constitute or contain false or misleading indications of origin or statements of fact; and (b) that you are at least eighteen (18) years old.

(7) You hereby agree to indemnify, defend and hold the Company, and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of this Agreement or the foregoing representations, warranties and covenants, including, without limitation, attorneys’ fees and costs. You shall cooperate as fully as reasonably required

in the defense of any claim. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Company.

(8) Our site contains links and pointers to the other related websites, resources, and sponsors of our site. Links to and from Company Website to other third-party websites, maintained by third parties, do not constitute an endorsement by the Company or any of its subsidiaries or affiliates of any third-party resources, or their contents.

(9) The Company does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through our site. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. The Company reserves the right, in its sole discretion, to correct any errors or omissions in any portion of our site.

(10) The Company does not and cannot review all materials posted to our site by its users, and the Company is not responsible for any such materials posted by any such users. However, the Company reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in the Company's sole discretion are objectionable or in violation of this Agreement.

(11) OUR SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH OUR SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON OUR SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH OUR SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH OUR SITE OR ANY LINKED SITE. FURTHER, THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OUR SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE FOR THE USE OF OUR SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

(12) By posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to our site, you hereby grant to the Company a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free

license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against the Company for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications.

(13) You acknowledge that transmissions to and from our site are not confidential and your Communications may be read or intercepted by others. You acknowledge that by submitting Communications to the Company, no confidential, fiduciary, and contractually implied or other relationship is created between you and the Company other than pursuant to this Agreement.

(14) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN THE STATE OF MISSOURI.

(15) This Agreement constitutes the entire agreement between the Company and you with respect to your use of our site. Any cause of action you may have with respect to your use of our site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. The Company disclaims any and all responsibility for content contained in any third-party materials provided through links from our site.