



CA South Management Terms of Service

CA South Management Terms of Service

CA South Management (hereafter referred to as "CA South", "we", "us", "us", or "our") provides services that connect homeowners or authorized representatives who have Units or Properties to rent with Guests or Tenants seeking to rent or lease such Units or Properties, as well as certain rental management services for the Guest and Owner (collectively, the "Services"). The Services are accessible at www.casouthdevelopment.com, applications for mobile devices, application programming interfaces ("APIs"), phone centers, the Units themselves, devices at the accommodations, and any other websites and other access points through which CA South makes the Services available (collectively, the "Site"). Reference to the Services includes your use of the Site and Content.

PLEASE REVIEW THESE TERMS CAREFULLY. By registering an account, accessing, using or entering into an agreement with CA South for use of the Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"). These Terms govern your access to and use of the Services and constitute a binding legal agreement between you and CA South. **IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.**

THESE TERMS REQUIRE FINAL AND BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS, OR YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THESE TERMS, AND YOU AGREE THAT ANY SUCH CLAIM WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR OTHER SIMILAR PROCESS. PLEASE REVIEW THE SECTION BELOW TITLED "Binding Arbitration and Class Action Waiver" CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM.

You represent and warrant that you: (a) are at least 21 years old; (b) have the right, authority, and capacity to agree to and abide by these Terms; and (c) are not a person barred from using the Services under the laws of any applicable jurisdiction. **THE APPLICATION SERVICES ARE NOT INTENDED FOR USERS UNDER THE AGE OF 13, AND SUCH USERS ARE EXPRESSLY PROHIBITED FROM SUBMITTING ANY PERSONAL INFORMATION OR USING ANY ASPECT OF THE SERVICES, AND BY TAKING SUCH ACTIONS YOU AGREE, REPRESENT, AND WARRANT THAT YOU ARE OVER 13 YEARS OF AGE.**

Key Definitions used in these Terms

"Content" means all content (including text, graphics, images, music, software, audio, video, information or other materials) provided by Users, CA South or licensed third parties which is uploaded to or otherwise made available through the Services.

"Guest" means a User who requests a booking of a Unit or stays at a Unit (and is not the Owner for such Unit).

"Guest Agreement" is an applicable agreement for CA South to provide Services relating to a booking of a Unit by a Guest.

“Owner” means a User who creates a Listing via the Services or owns or controls the Unit.

“Landlord” means a User who creates a Listing via the Services or owns or controls the Property and offers it for long term rentals via a Lease. In a case where a Landlord and Tenant have executed a Lease, then the term Landlord and Unit can be used interchangeably as used in the Terms.

“Listing” means a posting by a Owner that lists a Unit as available for rental via the Services.

“Lease” is a residential property lease agreement between a Landlord and Tenant. In a case where a Lease will apply to the rental of a Property, then any request by a prospective tenant for a lease can be used interchangeably with a request for a booking in the Terms.

“Owner Agreement” is an applicable agreement for CA South to provide Services to an Owner.

“Privacy Policy” means CA South’s Privacy Policy at www.casouthdevelopment.com, which describes CA South’s collection and use of your personal information.

“Property” means a residential or other real property that is made available or leased by a Tenant via the Services.

“Unit” means a residential or other real property that is made available or booked by a Guest via the Services. In a case where a Landlord and Tenant have executed a Lease, then the term Unit and Property can be used interchangeably as used in the Terms.

“User” means a person who uses the Services.

“User Content” means all Content that a User posts, uploads, publishes, submits or transmits to or through the Services.

“Tax” or **“Taxes”** mean any sales taxes, value added taxes (VAT) and other indirect sales taxes, goods and services taxes (GST), occupancy tax, tourist and other visitor taxes or income, and other similar municipal, state and federal indirect or other withholding and personal or corporate income taxes.

“Tenant” means a User who requests a lease of a Property or stays at a Property (and is not the landlord for such Property). In a case where a Landlord and Tenant have executed a Lease, then the term Tenant and Guest can be used interchangeably as used in the Terms.

Additional Terms

Your access and use of the Site and Services is also subject to the Privacy Policy and certain areas of the Site or portions of the Services may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions, specifically including, but not limited to, an applicable Guest Agreement, Lease or Owner Agreement (collectively, **“Additional Terms”**). The Additional Terms are part of these terms and are hereby incorporated by reference, and you agree to be bound by the Additional Terms. If there is a conflict between these Terms and the Additional Terms, the Additional Terms will take precedence with respect to your use of or access to the applicable Sites and Services.

Modification

CA South reserves the right, at its sole discretion, to modify the Services and these Terms, including fees, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or provide

you with notice of the modification. By continuing to access or use the Services after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services.

GRANT OF RIGHTS

Services License

Subject to and conditioned on your compliance with these Terms, CA South hereby grants you, and you accept, a limited, personal, non-exclusive, non-transferable, non-sublicensable, and revocable license solely to use the Services only to review, rent and manage Units for your own personal, non-commercial use. Your access to and use of the Services must further comply in all material respects with any usage guidelines posted by on the Site by CA South.

Content License

Subject to and conditioned on your compliance with these Terms, CA South hereby grants you, and you accept, a limited, personal, non-exclusive, non-transferable, non-sublicensable and revocable license, to (i) access and view any Content solely for your personal and noncommercial purposes to use the Services and (ii) access and view any User Content to which you are permitted access, solely for your personal and noncommercial purposes to use the Services. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by CA South or its licensors, except for the licenses and rights expressly granted in these Terms.

Device License

CA South may provide tablets, video doorbells, digital locks, and audio monitoring systems (collectively, "Devices") in the Units to capture maintenance and other guest requests, sound levels inside and outside the property, and audio, video, and other information about who and when people approach, enter, and leave the Units. Subject to and conditioned on your compliance with these Terms, CA South hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Devices solely to access and use the Services for your own personal, non-commercial use.

Account Registration

We will create your CA South Account for your use of the Services based upon your personal information. You agree to provide accurate, current and complete information and Content during the registration process and to update such information to keep it accurate, current and complete. CA South reserves the right to suspend or terminate your CA South Account in our sole discretion. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your CA South Account, whether or not you have authorized such activities or actions. You will immediately notify CA South of any unauthorized use of your CA South Account.

Disclaim of Liability Related to Units

CA South is not an owner of the Units. You understand and agree that CA South is not a real estate broker, agent or insurer. CA South enters into agreements with Guests, Owners, and third party service providers to provide the Services, but they are not agents or employees of CA South, and CA South has no direct control over the conduct of such third parties. Accordingly, CA South is not responsible for any liability related to any Services or Units where the Owner, Guest or third party service providers have violated any terms of their respective

agreements with CA South. By using the Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of Users or third parties will be limited to a claim against the particular Users or other third parties who caused the harm and you agree not to attempt to impose liability on, or seek any legal remedy from CA South with respect to actions or omissions of such third parties. This limitation shall not apply to any claim by a Owner against CA South regarding the remittance of payments received from a Guest by CA South on behalf of a Owner, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

Service Fees

CA South collects service fees from Owners and Guests in consideration for the Services. Where applicable, Taxes may also be charged in addition to the Service fees, which CA South will remit to the local taxing authority for the Unit. If you are Owner, you are solely liable and responsible for determining your obligations to report, collect and remit Taxes associated with providing the Units. Balances will be remitted by CA South to Owners via the payment methods described in the Services. For certain specific Services (such as cleaning), CA South will collect service fees from Guests and remit balances due to the local service providers for such services directly. Please note that for any payments by CA South in currencies other than U.S. dollars, CA South may deduct foreign currency processing costs from such payments. Except as otherwise provided herein, Service fees are non-refundable.

Bookings and Financial Terms for Guests

When you, as a Guest, choose to enter into a transaction for the booking of a Unit, you agree and understand that you agree to any terms, conditions, rules and restrictions associated with such Unit imposed by the Owner and CA South which are disclosed at the time of booking. You agree to pay CA South for the total fees for any booking. In order to establish a booking, you understand and agree that CA South reserves the right, in its sole discretion, to obtain: (i) a verification of your credit card; or (ii) pre-authorization via your credit card for the total fees. CA South will collect the total fees in accordance with the terms and conditions of these Terms and the pricing terms set forth in the applicable Listing and booking terms. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking, either directly by CA South or indirectly, via a third party online payment processor or by one of the payment methods described on the Services. You also authorize CA South to charge your credit card in the event of damage caused at a Unit as provided by the "Damage to Units" section of the Guest Agreement. Once your confirmed booking transaction is complete you will receive a confirmation email summarizing your confirmed booking.

Foreign Currency

In the future, CA South may provide a feature through which Users may view total fees for various Listings in foreign currencies. You understand and agree that these views of total fees are for informational purposes only and are not the official total fees for the Listings. If you (as a Guest) request a booking, you will be notified of the currency in which you will be charged together with the corresponding amount of total fees. The currency in which you will be charged will be US Dollars (USD). If the currency in which you will be charged is not USD, you will be responsible for any required currency conversion processing, including the costs thereof, which may be calculated and charged by your credit card provider.

User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules and governmental regulations that may apply to your use of the Services. In connection with your use of our Services, you will not (and will not advocate, encourage, or assist any third party to):

- use, reproduce, modify, adapt, create derivative works from, sublicense, publicly perform, publicly display, distribute, sell, lease, rent, make, have made, assign, pledge, transfer or

otherwise grant rights to the Services or any Application, except as expressly permitted under these Terms;

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;
- use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the Site, Application, Services or Content;
- use the Services for any commercial or other purposes that are not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- offer, as a Owner, any Units that you do not yourself own or have permission to rent as a residential or other property;
- impersonate any person or entity, including CA South personnel, or falsely state or otherwise misrepresent your affiliation with CA South, or any other entity or person;
- offer, as a Owner, any Unit that may not be rented or subleased pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a property rental agreement;
- when acting as a Guest or otherwise, recruit or otherwise solicit any Owner or other User to join third party services or websites that are competitive to CA South, without CA South’s prior written approval;
- use the Services to find a Owner or Guest and then complete a booking of a Unit transaction independent of the Services in order to circumvent the obligation to pay any fees related to CA South’s provision of the Services;
- post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- use, display, mirror or frame the Services, or any individual element within the Services, CA South’s name, any CA South trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without CA South’s express written consent;
- attempt to decipher, translate, decompile, disassemble, or reverse engineer any of the software used to provide the Services; or otherwise attempt to derive trade secrets, know how, or the source code, architectural framework, or data records, within or associated with the Services.

CA South will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. CA South’s failure to enforce any of these restrictions or guidelines shall not act as a waiver for any future enforcement, will not be considered a breach of these Terms by CA South, and does not create a private right of action for any other party. CA South reserves the right, at any time and without prior notice, to remove or disable access to any Content that CA South, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Services.

Privacy

All Users must respect the rights and privacy of all other Users. Owners will disclose, in the applicable Listing, all devices and other items, including smart phones, that are located in or around the Units and that may be used to monitor, record, or survey Guests, whether or not such devices are enabled to actively monitor, record or survey. Likewise, Guests may not leave any such devices or items in or around the Units to monitor, record, or

survey the Owner or other Guests. At no time may any User monitor, record, or survey any person, in sensitive areas, such as bathrooms and bedrooms, where total privacy is reasonably expected. Any violation of these restrictions may result in the violator being banned from the Services and reported to the appropriate authorities, in accordance with applicable law.

Ownership

CA South reserves all rights in the Services and Applications not expressly granted to you by these Terms. The Services (including the Content) are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Services, including all associated intellectual property rights is the exclusive property of CA South and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

User Content

Rights to User Content. We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content. By making available any User Content on or through the Services, you hereby grant to CA South a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access and view such User Content on, through, or by means of the Services. CA South does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content. You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Services, or you have all rights, licenses, consents and releases that are necessary to grant to CA South the rights in such User Content, as contemplated under these Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or CA South's use of the User Content (or any portion thereof) on, through or by means of the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, duty of confidentiality, or result in the violation of any applicable law or regulation.

Responsibility for Content. Despite the foregoing, CA South has no duty to review any User Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and CA South is not responsible for any User Content, although CA South reserves the right in its sole discretion to pre-screen, refuse or remove any User Content from the Services at any time and without notice. You acknowledge and agree that all Content is the sole responsibility of the person or entity from whom such Content originated. This means that you, and not CA South, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Services, and other users of the Services, and not CA South, are similarly responsible for all other User Content they upload, post, email, transmit or otherwise make available through the Services. Without limiting the generality of the foregoing sentence, CA South shall have the right to remove any User Content that violates these Terms or that it deems objectionable.

Copyright Complaints. CA South complies with the provisions of the Digital Millennium Copyright Act ("DMCA") applicable to Internet service providers (17 U.S.C. § 512, as amended), and responds to clear notices of alleged copyright infringement. This Section describes the procedure that should be followed to file a notification of alleged copyright infringement with CA South.

If you have objections to copyrighted content or material made available on or through our Services, you may submit a notification to us at the following address: CA South, 918 South Street, Nashville, TN 37203 or admin@casouthmanagement.com

Any notification to CA South under 17 U.S.C. § 512(c) alleging copyright infringement must include the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right being infringed;
- An identification of the copyrighted work or other intellectual property that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- An identification of the content or material that you claim is infringing and where it is located on our Services;
- Information sufficient for drive.ai to contact you, such as your address, telephone number, and/or email address;
- A statement by you that you have a good faith belief that the use of the content or material of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- A signed statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on the copyright owner's behalf.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of CA South used herein are trademarks or registered trademarks of CA South. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Feedback

We welcome and encourage you to provide feedback, comments, ideas, and suggestions for improvements to the Services ("Feedback"). You may submit Feedback by emailing us at admin@casouthmanagement.com. If you elect to provide or make available to CA SOUTH any Feedback, CA SOUTH shall own and be free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in your Feedback in any form and any medium (whether now known or later developed), without credit or compensation to you. Please note that some Users are incentivized to submit Feedback by offering a gift card or other compensation in exchange for such Feedback. CA South asks such Users to provide honest Feedback and not be influenced to provide only positive Feedback.

Account Cancellation

You may cancel your CA South Account at any time with proper notice by sending an email to admin@casouthmanagement.com If you cancel your CA South Account you will still be obligated to pay your financial responsibilities under these Terms. Please note that if your CA South Account is cancelled, we do not have an obligation to delete or return to you any User Content you have posted to the Services, including, but not limited to, any reviews or Feedback.

Disclaimers

IF YOU CHOOSE TO USE THE SERVICES, YOU DO SO AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, CA SOUTH EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CA SOUTH MAKES NO WARRANTY THAT THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS, APPLICATIONS, OR ANY

UNITS WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, SECURE, VIRUS-FREE, OR ERROR-FREE. CA SOUTH MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, UNITS, THE SERVICES, OR APPLICATIONS, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CA SOUTH OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ACKNOWLEDGE AND AGREE THAT CA SOUTH DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY USER, INCLUDING, BUT NOT LIMITED TO, GUESTS AND OWNERS.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES, YOUR LISTING OR BOOKING OF ANY UNITS VIA THE SERVICES REMAINS WITH YOU. NEITHER CA SOUTH NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES, OR CONTENT WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS, LOSS OF DATA, USE, OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CA SOUTH HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE OWNERS PURSUANT TO THESE TERMS, IN NO EVENT WILL CA SOUTH'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SERVICES EXCEED THE GREATER OF THE AMOUNTS YOU HAVE PAID TO CA SOUTH OR HAVE BEEN PAID BY CA SOUTH IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO THE LIABILITY, OR ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW.

Release of Liability & Indemnification

You agree to release, defend, indemnify, and hold CA South and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, actions, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Application or Services, including the Site and Content, or your violation of these Terms (including any Additional Terms); (ii) your User Content; (iii) your interaction with any other User, (iv) your booking of a Unit, (v) your creation of a Listing, or (vi) the use, condition or rental of a Unit by you, including, but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, booking or use of a Unit.

Entire Agreement

These Terms (including the Additional Terms) constitute the entire and exclusive understanding and agreement between CA South and you regarding the Services, Applications and any bookings or Listings of Units made via the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between CA South and you regarding the Services. These Terms supersede all prior and

contemporaneous oral or written negotiations and agreements between you and CA South with respect to such subject matter.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without CA South's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect, and CA South may immediately terminate these Terms and your access to the Services as a result. CA South may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, and their permitted successors and assigns.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by CA South (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Controlling Law and Jurisdiction

These Terms will be interpreted in accordance with the laws of the State of Tennessee and the United States of America, without regard to its conflict-of-law provisions. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to these Terms, regardless of the states in which the parties do business or are incorporated.

Binding Arbitration and Class Action Waiver

ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS OR THE SERVICES SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT (DEFINED FOR THE PURPOSES OF THESE TERMS AS A COURT OF LIMITED JURISDICTION THAT MAY ONLY HEAR CLAIMS NOT EXCEEDING \$5,000) IF YOUR CLAIMS ARE WITHIN THE COURT'S JURISDICTION. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

The arbitration shall be conducted by the American Arbitration Association (AAA) under its then-applicable Commercial Arbitration Rules or, as appropriate, its Consumer Arbitration Rules. The AAA's rules are available at <https://www.adr.org/>. Payment of all filing, administration and arbitrator fees shall be governed by the AAA's rules. The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that such hearing shall be conducted in Nashville, TN, if the Consumer Arbitration Rules apply, another location reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, as determined by the arbitrator. The decision of the arbitrator shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

WE EACH AGREE THAT ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS OR THE SERVICES SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR OTHER SIMILAR PROCESS (INCLUDING CLASS ARBITRATION). IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN NASHVILLE, TENNESSEE. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM NON-CONVENIENS OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

If CA South implements any material change to this Section, such change shall not apply to any such claim for which you provided written notice to CA South before the implementation of the change.

Right to Preliminary and Injunctive Relief

Despite any other provision herein, each party agrees that money damages would be an inadequate remedy in the event of a breach or threatened breach of the provisions in these Terms protecting such party's intellectual property and/or such party's confidential information, and that in the event of such a breach or threat, such party, in addition to any other remedies to which it is entitled, is entitled to such preliminary or injunctive relief (including an order prohibiting the other party from taking actions in breach of such provisions), without the need for posting bond, as well as specific performance as may be appropriate to preserve all of such party's rights.

General

The failure of CA South to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. These Terms may not be amended by you except in a writing executed by you and an authorized representative of CA South. Except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. For the purposes of these Terms, the words "such as," "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." Any prevention of or delay in performance by CA South hereunder due to labor disputes, acts of god, failure of the Internet, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.

Contacting CA South

If you have any questions about these Terms, please contact CA South at admin@casouthmanagement.com.