YAPSTONE SITE TERMS

Last modified 10-16-2013

Welcome to YapStone, Inc. ("YapStone") and its portfolio of services (RentPayment, RentPaymentNow, VacationRentPayment, StorageRentPayment, InnPayment, and DuesPayment)!

Before using any of YapStone's websites (the "Sites"), please read on. By accessing and continuing to use and access the Sites, You accept these terms and conditions ("Terms"). At any time and from time to time, YapStone may modify the Terms. Accordingly, please continue to review these Terms whenever accessing or using the Sites. After YapStone has posted modifications to the Terms, Your use of the Sites will constitute Your acceptance of any and all additional terms and conditions of use and access, as modified. If You do not wish to accept the Terms at any time, please do not use the Sites. Any terms and conditions you propose will not be accepted by YapStone where they add to or conflict with Terms and will not be valid to the extent allowed by applicable law.

In addition to the Terms concerning the use and access of the Sites, further terms and conditions may apply to Your use of the YapStone payment services. This means that when You register for RentPayment, RentPaymentNow, VacationRentPayment, StorageRentPayment, InnPayment, or DuesPayment, You will be subject to the terms and conditions of the respective service (the "Customer Agreement" or "Agreement"). To the extent any of these Terms are inconsistent with Customer Agreement, the Customer Agreement will control.

1. YapStone Services.

YapStone currently provides a payment platform for the payment of rents related to real property via debit card, credit card, and e-check to property owners and managers and their respective tenants (the "Services"). The Services are provided in accordance with the Customer Agreement entered into by the property owners and YapStone. For more information on the specific Services, please visit the Site associated with such service.

2. Privacy Policy

Any and all use of the Sites assumes Your acceptance of and compliance with our Privacy Policy, which is incorporated herein by reference.

3. Consent and Electronic Communications

When and if You access any of the Sites or send any emails to YapStone, You are electronically communicating with us. Such use constitutes consent to the receipt of YapStone's electronic communications. We may e-mail You back or post notices on the Sites or through the Services. Such use also confirms that all communications we provide to You electronically do satisfy legal requirements that such communications be in writing, if applicable.

4. Intellectual Property

The Sites and all Site design (including but not limited to text, content, photographs, video, audio, interfaces, graphics, and the selection and the arrangement thereof) is protected by patents, copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the US and other countries. YapStone's Service is also protected as a collective work or compilation under US copyright and other laws and treaties. All individual articles of information, policies, and other elements making up the Service are also copyrighted works. You agree to honor all applicable patent, trademark, copyright, and other laws. You also agree to accept any additional patent, trademark, and copyright notices or restrictions contained on any Site. Any use of materials on the Sites, other than as permitted by agreement (including reproduction, modification, distribution, or republication) without prior written permission of YapStone, is prohibited.

5. You are responsible for Your own actions: Indemnification

You agree to indemnify and hold harmless YapStone and its employees, representatives, agents, and suppliers against any claim, suit, action, or other proceeding brought by a third party. This indemnification applies to the extent that such claim, suit, action or other proceeding is brought against YapStone, its employees, representatives, suppliers, and agents based on or arising in connection with the Sites. Such things include but are not limited to: (i) Your use or someone using Your computer; (ii) a violation of the Terms by You or anyone using Your computer; (iii) a claim that any use of a Sites by You or someone using Your computer infringes any intellectual property right of any third party, or any right of personality or publicity; (iv) a claim that any such use is libelous or defamatory, or otherwise results in injury or damage to any third party; (v) any deletions, additions, insertions or alterations to, or any unauthorized use of, a Site by You or someone using Your computer. You agree to pay any and all costs, damages, and expenses; this includes but is not limited to reasonable attorneys' fees and costs: These fees and costs cover awards in connection with (that is, against, or arising from, or otherwise incurred by) any such claim, suit, action, or proceeding attributable to any such claim. YapStone cannot and will not be liable for any damage or loss arising from Your failure to comply with these Terms or You following any links to third-party sites.

6. No Warranty and Limitation of Liability

To the extent legally permitted YapStone expressly disclaims all warranties, representations, and conditions, whether express or implied. This disclaimer includes statements of quality, merchantability, merchantable quality, durability, or fitness for a particular purpose as well as those arising by statute. YapStone is not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of Your use of the Sites. This remains true even if You advise us or we could reasonably foresee the possibility of any such damage occurring. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to You. Despite the previous paragraph, if we are found to be liable, our liability to You or any third party (whether in contract, tort, negligence, strict liability in tort, by statute, or otherwise) is limited to fifty US dollars ($50).

7. License

You acquire no rights or licenses in or to the Sites or Service and materials contained other than the limited right to use the Sites in accordance with the Terms. Should You choose to download content from a Site, You must do so in accordance with the Terms. Such download is licensed to You by YapStone only for Your own personal, noncommercial use in accordance with the Terms and does not transfer any other rights to You.

8. Jurisdiction and Governing Law

You irrevocably agree that all actions or proceedings arising out of, from or related to these Terms shall be litigated in local, state or federal court having *situs* within the State of California. You further hereby consent and submit to the jurisdiction of any local, state or federal courts located within said state and hereby waive any right to transfer or change the venue of any such litigation. All actions or proceedings related to these Terms and conditions of service or the Service are governed by the laws of the State of California as to interpretation, enforcement, validity, construction, effect, and in all other respects.

9. Miscellaneous

You acknowledge that YapStone has the right to change the content or technical specifications of any aspect of a Site at any time at YapStone's sole discretion. You further accept that any such changes may result in You being unable to access it.

10. Severability and Entirety

If any provision of the Terms is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision; the remainder of this agreement will remain in full force.

These Terms contain the entire policy between the You and YapStone with respect to the use and access to the Sites. It supersedes all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

11. Consent Representations and Warranties

By using and accessing the Sites, You represent and warrant that You have read, acknowledge, and agree to be bound by these Terms. You further represent and agree that: (i) You will comply with all US law regarding the transmission of any data obtained from a Site in accordance with the Terms, (ii) You will not use a Site for illegal purposes, and (iii) You will not interfere or disrupt networks connected to the Sites.

12. Our Address

YapStone, Inc.
2121 N. California Blvd., Suite 400
Walnut Creek, CA 94596