

TERMS OF USE

Effective Date: June 1, 2025

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1. **Parties.** The parties to these Terms are you, and the owner and operator of this Website: **ROYAL AMERICAN MANAGEMENT INC.**, a Florida corporation (“Royal American”) and its affiliates. All references to “we”, “us”, or “this Website” shall be construed to mean Royal American and its affiliates, where appropriate.

2. **Modification of Terms.** We reserve the right to modify these Terms at any time, and without prior notice, by posting amended Terms that are always accessible through the “Terms of Use” link on <https://www.royalamerican.com/>’s home page. Your continued use of this Website indicates your acceptance of the amended Terms. You should check these Terms through this link periodically for modifications. We may also, from time to time, issue additional guidelines and rules with respect to using our Website. We will notify you on the Website when we issue any such additional information. By using our Website, you agree that you will comply with any such additional guidelines and rules.

3. **License.** Royal American grants you a limited non-exclusive, non-transferable, and revocable license to access and use the Website only for your personal use and not for purposes of resale. This license terminates automatically if you breach these Terms.

4. **Prohibited Activities.** You do not have the right to modify this Website, its content, or any copyright or other proprietary notices. Unauthorized use of this Website or any content may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. You may not copy, distribute, transfer, or transmit this Website or its content in any form without Royal American’s prior written permission. Further, the following activities are also expressly prohibited without Royal American’s prior written permission: (i) any non-personal or commercial use of the Website, including without limitation, selling any information contained on this Website to third parties, compiling such information into a list for purposes of selling same, or sending e-mail communications to any parties listed on the Website with the intent of marketing, advertising, selling or distributing your products or services or the products or services of others; (ii) use of any robot, spider, other automatic device, or manual process to monitor or copy this Website or any of its content; (iii) attempting to gain unauthorized access to any of our services, user accounts, computer systems or networks through hacking, password mining or other means; (iv) “mirroring” this Website or any content on any other server; (v) reverse engineering, attempting to derive source code from, or translating for commercial purposes any part of the Website; (vi) collection or use of information for a supplier of competitive or comparable products or services; (v) misusing the Website or the services we provide, creating fraudulent member accounts, or collecting or storing personal information about other users; (vi) any action that imposes an unreasonable or disproportionately large load on this Website or otherwise interferes with its functioning; and (vii) any other action that may reasonably and adversely jeopardize Royal American’s services or reputation.

5. **Membership.** Portions of this Website are viewable without registration or membership, but certain portions of our Website are available only to registered members. By registering, you authorize us to use and disclose any information you provide to us, including any of your personal information, for purposes of allowing us to provide our services to you and as otherwise disclosed in our

Privacy Policy. As part of the registration process, you will provide an email address and create a password for your account. This information should be kept private and you should not share this information with any other parties that you do not wish to have access to your account information. If you learn that your access information has been stolen, lost or otherwise compromised, you must notify us immediately.

6. ECPA Notice. This Website treats email messages and other communications through this Website as private. Exceptions are those permitted by law, included under the Electronic Communications Privacy Act of 1986, 18 U.S.C. Sections 2701-2711 (the “ECPA”). The ECPA permits out limited ability to intercept and/or disclose electronic messages, including, for example (i) as necessary to operate our system or to protect our rights or property, (ii) upon legal demand (court orders, warrants, subpoenas), or (iii) where we receive information inadvertently which appears to pertain to the commission of a crime. This Website is not considered a “secure communications medium” under the ECPA.

7. Community Guidelines. We reserve the right to block, delete, or otherwise restrict comments and posts from our social media channels which contain personal attacks, hateful or divisive speech, profanity – or those which promote a personal, political, or other unrelated business or agenda.

8. No Guaranty or Endorsement. Unless expressly stated by us to the contrary in writing, we do not endorse, recommend or support any persons, entities, organizations, or companies (such as, for example, conference participants, sponsors, or partners) that we may list or mention on this Website.

9. Monitoring. We reserve the right, but not the obligation, to monitor your access and use of this Website without notification to you. We may record or log your use in a manner as set out in our Privacy Policy.

10. Ownership. The material and content provided on this Website is protected by law, including, but not limited to, United States copyright law and international treaties. The copyright in the content of this Website is owned by Royal American. Except for the limited rights granted above, all other rights are reserved. All trademarks are the property of their respective owners. You may not copy, modify, distribute, download, display, transfer, post, remove or attempt to do any of the foregoing with respect to any copyright, trademark or other intellectual property contained on this Website or on any other content associated with the services we provide.

11. Access to Website. We do not guarantee that you will be able to access or use the Website at times or locations of your choosing. We may perform updates or maintenance to the Website from time to time, and nothing herein shall in any way modify or limit our right to perform such maintenance and other services even if such services would temporarily restrict your access to the Website

12. Links to This Website. Royal American grants you a limited, revocable, and nonexclusive right to create a hyperlink to the home page of this Website so long as the link does not portray Royal American or its products or services in a false, misleading, derogatory, or offensive matter. You may not use the Royal American logo, Royal American trademark, or Royal American’s name or trademarks, or other proprietary graphic in the link without the prior written permission of Royal American. Additionally, Royal American manages certain websites on behalf of its communities which websites display a link to these Terms. Any such website that includes a link to these Terms is governed by these Terms, regardless of whether it is directly operated by Royal American.

13. Links to Third Party Web Sites. Royal American does not review or control third party Web sites that link to or from this Website, is not responsible for their content, and does not represent that their content is accurate or appropriate. Your use of such third party web sites is on your own initiative and at your own risk and may be subject to the other sites’ terms of use.

14. Text Messaging Opt-In Data and Consent. By opting into any SMS messaging service with Royal American, you consent to receive text messages from Royal American at the phone number provided. These messages may include, but are not limited to, rental payment reminders, maintenance updates, lease-related information, and other communications directly related to the property. These messages may be sent using an autodialer system. Consent is not a condition of purchase or lease. Message and data rates may apply. Message frequency varies based on the need for communication. You may unsubscribe at any time by replying "STOP" or by clicking the unsubscribe link, when available. Reply "HELP" for assistance. All data collected through this SMS service, including opt-in consent, will not be shared with third parties for any purposes unrelated to the service provided under this agreement. The following describes how your data is handled: i) we will not share your SMS opt-in data or consent status for purposes unrelated to providing you with the services of this SMS campaign and ii) we may share your personal data, including your SMS opt-in or consent status, with third parties who help us deliver the messaging service. This includes platform providers, phone companies, and other vendors who assist in delivering text messages.

15. Fair Housing Statement. Royal American is committed to compliance with all federal, state, and local fair housing laws. Royal American will not discriminate against any person because of race, color, religion, national origin, sex, familial status, disability, or any other specific classes protected by applicable laws. Royal American will allow any reasonable accommodation or reasonable modification based upon a disability-related need. The person requesting any reasonable modification may be responsible for the related expenses.

16. USA Patriot Act Notice. The U.S. federal USA Patriot Act ("USA Patriot Act") provides generally for the operator of a communication host and law enforcement to be able to monitor any content, upon request of the operator. We anticipate fully complying with all our obligations, and availing ourselves of all our rights, under the USA Patriot Act.

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19. Indemnification. You hereby release, indemnify and hold Royal American and its employees, directors, agents, and affiliates (collectively, the “Royal American Indemnified Parties”) harmless from, and agree that Royal American Indemnified Parties shall in no event be liable for, any claims, losses, damages or liabilities relating to (i) any inaccuracies, errors or omissions with respect to any information contained on the Website, (ii) any use or access of this Website or Royal American’s services whatsoever by you or any person utilizing your identifying or access information; (iii) the violation of these Terms or the Privacy Policy by you or any person utilizing your identifying or access information; (iv) your violation, alleged or actual, of any third party right, including without limitation any copyright, property, or privacy right; (v) any claim that any material or content you uploaded or e-mailed to Royal American or published on the Website caused damage to a third party; or (vi) your gross negligence or willful malfeasance. This indemnification obligation does not apply with respect to any claims, losses, damages or liabilities resulting from our own gross negligence or intentional misconduct. This indemnification obligation is in addition to other obligations set forth elsewhere in these Terms.

20. California Residents. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

21. Jurisdiction And Venue. The courts of Bay County in the State of Florida, USA and the nearest U.S. District Court to Bay County in the State of Florida, USA shall be the exclusive jurisdiction and venue for all legal proceedings relating to these Terms.

22. Controlling Law. These Terms shall be construed under the laws of the State of Florida, USA, excluding rules regarding conflicts of law.

23. Entirety; Waiver. These Terms, including the Privacy Policy and any supplemental terms, policies, guidelines and rules that may be posted on the Website from time to time, embody the entire agreement between the parties concerning the matter dealt with herein and supersede all prior agreements or understandings as may relate to the subject matter hereof. No waiver of any of the provisions of these Terms shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar).

24. Assignment. You may not assign or transfer any of your interest in or rights or obligations under these Terms without our prior written consent. We may, however, assign or transfer any of our rights or obligations under these Terms to any third party without your prior consent.

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28. Privacy. Please review this Website's Privacy Policy which also governs your visit to this Website.