

## Terms and Conditions of Use

Last updated January 1st, 2025 and available to download or print here

(<https://media.equityapartments.com/image/upload/Documents/equity-residential-terms-and-conditions-2025.pdf>)

Prior version, dated: March 15, 2022 and available to download or print here

(<https://media.equityapartments.com/image/upload/v1646946491/Documents/equity-residential-terms-and-conditions-3-15-22.pdf>)

READ THIS DOCUMENT CAREFULLY BEFORE USING THIS WEB SITE. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THIS WEB SITE AND CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, INCLUDING A DISPUTE RESOLUTION AND CLASS ACTION WAIVER PROVISION GOVERNING DISPUTES WE MAY HAVE

This web site, and the information, content and services it makes available (which, collectively are referred to as the "Web Site"), is provided to you by Equity Residential, a Maryland Real Estate Investment Trust and its affiliates, subsidiaries and related entities (collectively, "Equity" or "we" or "us"). These Terms and Conditions of Use ("Terms") set forth the terms and conditions governing your use of the Web Site and constitute a binding agreement between you and Equity.

PLEASE READ THESE TERMS CAREFULLY, AS THEY GOVERN YOUR USE OF THE WEB SITE AND YOUR LEGAL RIGHTS AND OBLIGATIONS. EACH TIME YOU ACCESS OR USE THIS WEB SITE (OTHER THAN TO SIMPLY READ THESE TERMS), YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND OUR DATA PRACTICES AS SET FORTH IN OUR PRIVACY POLICY. IF YOU DO NOT AGREE, DO NOT USE THE WEB SITE.

You should read these entire Terms as they grant us rights from you, obligate you to us in material ways, limit how you can use the Web Site and its content, limit your rights and remedies, and require you to resolve disputes only on an individual (not class) basis and waive going to court. Click on any of the section headings in this table of contents to be taken to that section. Each section has a link at the end of the section to return to the table of contents.

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## 1. Modifications to these Terms.

We may make prospective changes to these Terms from time to time in our sole discretion, by updating and posting the revised Terms on this Web Site, and specifying the effective date of the new version of the Terms. Your continued use of the Web Site following the posting of a new version of the Terms constitutes your acceptance of any such changes; provided, however, the prior terms in effect during prior uses will continue to govern those uses unless you otherwise consent. Accordingly, when you visit this Web Site you should periodically check to see if a new version of these Terms has been posted.

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## 2. Additional Terms.

In addition to these Terms, we may also post additional terms and conditions ("**Additional Terms**") that apply to certain services or features we offer on this Web Site (such as payment services, sweepstakes, contests, message boards, chat rooms, blogs, etc.), and you will be subject to such additional guidelines when you access these services or features. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control, unless the Additional Terms expressly state that these Terms will control.

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## 3. Web Site Content.

This Web Site contains a variety of information and content, including: (1) copyrighted material, such as information, text, directories, graphics, photographs, illustrations, floor plans, maps, images, video and audio clips, sound clips, advertising and promotional materials, data, software, compilations, designs, graphical interface, and overall "look and feel," (2) trademarks, logos, trade names, service marks, and trade identities, whether registered or unregistered (collectively the "**Trademarks**"), and (3) other forms of information and intellectual property (all of the foregoing collectively and individually are referred to as "**Content**"). You may only use the Content as set forth in Section 4 and subject to these Terms. Without limiting the generality of the foregoing, the Web Site and its Content are subject to the following:

### **Ownership.**

All right, title, and interest in and to the Content available via the Web Site is the property of Equity or its licensors, and is protected by U.S. and international copyright, trademark, patent, or other proprietary rights and laws. You may not copy or otherwise use any of the Content except as expressly authorized by these Terms.

### **Accuracy.**

While we strive to keep the Content that we post on the Web Site accurate, complete, and up-to-date, we cannot and do not guarantee, represent or warrant that any of the Content on this Web Site is accurate, complete, timely or applicable to you. Equity will use reasonable efforts to include accurate and current information on the Web Site, but there may be occasions when information on the Web Site contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, availability, and other matters. Equity reserves the right to correct any errors and to update Web Site information at any time.

## Availability.

The Web Site (and the Content) may be unavailable from time to time for any reason, including for routine maintenance. You understand and acknowledge that, due to circumstances both within and outside of the control of Equity, access to the Web Site may be interrupted or suspended from time to time.

## Submissions.

In addition, you grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of any material or information you post or submit to us (on or via the Web Site, or by means other than the Web Site, including without limitation via our social media pages and accounts such as Facebook, Twitter and LinkedIn, but excluding any Apartment Applications (as defined in Section 10) or Short-Term Reservations (as defined in Section 11)) ("**Submissions**"), and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You acknowledge that any Submissions that you make through the Web Site will be deemed to be non-confidential and may be disclosed through the Web Site to other parties on a worldwide basis, including for browsing, downloading, printing, and other uses by such other persons or entities. You also irrevocably consent to our use and association of your name (and, if part of a Submission, your likeness) in connection with your Submissions and derivatives thereof. By posting or providing Submissions on the Web Site, you represent and warrant that you own the rights to the Submissions or are otherwise authorized to post such Submission. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. In addition, we and our successors, assigns and licensees retain all of the rights held by members of the general public with regard to your Submissions. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to contest existing or future intellectual property rights relating to your Submissions.

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## 4. Scope of Use.

You agree to use the Web Site solely for lawful purposes, and you agree that you shall at all times comply with these Terms and all applicable laws, statutes, rules, regulations, ordinances and the like applicable to your use of the Web Site and the Content. We grant you a nonexclusive, nontransferable, revocable, limited license to download (cache copy to enable viewing only) and view the Web Site, and to print copies of Web Site pages, only for your personal, non-commercial use. The foregoing license (i) does not give you any ownership of, or any other intellectual property interest in, the Web Site or the Content; and (ii) may be immediately suspended or terminated for any reason, in Equity's sole discretion, and without advance notice or liability. Except to the minimum extent otherwise expressly permitted under applicable law, you may not use any Content available via the Web Site in any other manner or for any other purpose without the prior express written permission of Equity. Any unauthorized use of any Content from the Web Site may violate copyright laws, trademark laws, privacy laws and/or other laws or regulations.

You further agree that you will not (i) use the Web Site or Content for any political or commercial purpose; (ii) engage in any activity in connection with the Web Site or Content that is unlawful, harmful, offensive, obscene, violent, threatening, harassing, abusive, or otherwise objectionable to Equity; (iii) infringe any intellectual property or other right of any third party; (iv) reverse engineer or modify the Web Site or Content; (v) interfere

with the proper operation of the Web Site or its security features; (vi) use the Web Site or Content in a manner that suggests an unauthorized association with Equity or any other party, or is beyond the scope of the limited license granted to you; (vii) transmit any software or other material that contain viruses, worms, trojan horses, defects, or other rogue programming or items of a destructive nature; or (viii) otherwise violate these Terms. Without limiting the foregoing, you are expressly prohibited from using robots, spiders, scripts, service, or any manual or automatic device, tool, or process designed to data mine or scrape any Content or information on the Web Site, without Equity's prior written consent. Equity has no obligation to monitor your use of the Web Site. A violation of this Section 4 may result in Equity limiting your access to use the Site. The failure of Equity to enforce any of the provisions this Section 4 shall not be a waiver of the right of thereafter to enforce any provision hereof.

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## 5. Notice of Infringement.

If you are a copyright owner and believe infringing use of your content is on our Web Site, or you are a user that has received notice that you posted allegedly copyright infringing content on our Web Site, [click here](#) for more information.

### **Equity Residential Web Site Copyright Infringement and DMCA Policy:**

#### **DMCA Notice.**

We ask our users to respect the intellectual property rights of others. It is our policy to respond appropriately to clear notices of alleged copyright infringement, as set forth more fully below. In our sole discretion, we may remove content from our Web Site that may be infringing on another person's intellectual property rights with or without notice to the potential infringer. In accordance with the U.S. Digital Millennium Copyright Act ("**DMCA**") and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers.

If we remove or disable access in response to a DMCA Notice (as defined below), we will make a good faith attempt to contact the owner or administrator of the affected site or content so that they may make a counter-notification. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Web Site, then you may send us a written notice that includes all of the following:

- i. a legend or subject line that says: "DMCA Copyright Infringement Notice";
- ii. a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- iii. a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Web Site on which the material appears);
- iv. your full name, address, telephone number, and email address;
- v. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- vi. a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- vii. your electronic or physical signature.

We will only respond to DMCA Notices that it receives by mail, email, or facsimile at the addresses below:

By Mail: Equity Residential, Two North Riverside Plaza, Suite 400, Chicago, IL 60606 (Attn: Legal Department – DMCA Notice)

By Email: Contact us here (<mailto:webmaster@eqrworld.com>).

By Facsimile: 312-454-0039

It is often difficult to determine if your copyright has been infringed. We may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and we may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Equity's other rights, we may, in appropriate circumstances, terminate a repeat infringer's access to the Web Site and any other website owned or operated by us.

### **Counter-Notification.**

If access on the Web Site to a work that you submitted to us is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- i. a legend or subject line that says: "DMCA Counter-Notification";
- ii. a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Web Site from which the material was removed or access to it disabled);
- iii. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- iv. your full name, address, telephone number, email address, and the username of your account;
- v. a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Central District of California), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- vi. your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Web Site. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

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## 6. Registration and Accuracy of Information You Provide.

Certain areas of the Web Site may require registration or may otherwise ask you to provide information in order to participate in certain features, to access certain Content, or to obtain certain services (including "Online Applications and Leasing" below), which you agree is subject to our Privacy Policy and our data practices described in it, to which you consent. The decision to register and provide this information is purely voluntary and optional; however, if you elect not to register or provide such information, you may not be able to utilize such portions of the Web Site. If you register with the Web Site, you (i) represent that you are at least the age of majority in your jurisdiction, and (ii) agree to provide true, accurate, current, and complete information about yourself, and where required, to maintain and update it promptly to keep it true, accurate, current and complete.

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## 7. Controlled Access Obligations.

If any portion of the Web Site restricts access and requires the use of a User ID and password, your access to and use of such restricted access portion is subject to the following terms:

You agree to use such portions of the Web Site only with the User ID and password assigned to you or associated with your registration; that you will not sell, transfer, or assign your account rights; and that you will not impersonate any person or entity, or falsely state or otherwise misrepresent your identity or any information you submit to the Web Site.

You are responsible for maintaining the confidentiality of your User ID and password, and for restricting access to your computer, or other device you use to connect to the Web Site, so that others may not access the Web Site using your User ID and password. You agree to immediately notify us of any compromise or unauthorized use of your User ID or password or any other breach of security.

You agree to accept responsibility for all activities that occur under your User ID and associated password until such time as you notify us that your user ID and password have been compromised or otherwise request that we cancel your account.

We shall not be liable for any loss or damage arising from your negligence or failure to comply with any of the foregoing obligations.

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## 8. Sweepstakes, Contests, and Promotions.

Any sweepstakes, contests or other promotions ("**Promotions**") that may be offered via the Web Site will be governed by a separate set of rules that, in addition to describing such Promotion, may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the Promotion, use of Submissions you make, and disclosures about how your personal information may be used. It is your responsibility to read such rules to determine whether or not you are eligible and want to participate, register and/or enter, and to determine the applicable terms and conditions of the Promotion. By participating in any Promotion, you will become subject to those official rules, and you agree to comply with and abide by such rules and the decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

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## 9. Links to and from the Web Site.

The Web Site may provide links to other web sites and/or resources (including advertisements) that we do not maintain or which are not under our control ("**Third Party Web Sites**"). Your dealings with such Third Party Web Sites are solely between you and such third parties. We are not responsible for, and we make no representations

or warranties with respect to, the content, products, services, personal information practices, ownership, or legality of any such linked Third Party Web Site unless expressly stated by us. Your use of such Third Party Web Sites is subject to the terms and conditions established by such third parties, and we encourage you to review their user terms and privacy policies before you use their services. Your access to and use of such Third Party Web Sites is solely at your own risk, and you agree that we will not be responsible or liable for any loss or damage of any sort that you may suffer as the result of your dealings with such Third Party Web Sites.

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Web Site, so long as: (1) the links only incorporate text, and do not use any Trademarks, (2) the links and the content on your website do not suggest any affiliation with us or cause any other confusion, and (3) the links and the content on your website do not portray us or our products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violates any right of any third party or is otherwise objectionable to us. We reserve the right to suspend or prohibit linking to the Web Site for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

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## 10. Specific Terms for Equity Apartments.

In addition to being bound by the other terms set forth herein, this Section 10 governs your use of and provides details of the terms relevant to equityapartments.com Web Site (the "**Apartment Web Site**").

The Apartment Web Site may provide with you the option to electronically enter into agreements with us, such as certain transactions related to your proposed or actual rental of an apartment, including but not limited to an application to lease an apartment ("**Apartment Application**"), certain consents related thereto, a lease agreement for an apartment for which you have been approved to rent, a renewal of an existing lease agreement, and/or payments related to your application for or lease of an apartment. The Apartment Web Site may also permit you to apply for employment with us. Your use of the Apartment Web Site to make applications and enter into such transactions with us is entirely voluntary. However, if you make any application, or enter into any such transaction, via the Apartment Web Site, you consent to doing so by electronic form, and to providing an electronic signature (which is any electronic action acknowledging agreement) in the form specified on the Apartment Web Site, rather than a handwritten signature. In addition, you understand and acknowledge that all consents, applications and transactions that you enter into via the Apartment Web Site will be legally binding on you just as if they were done on paper, and that your electronic acceptance in the form specified on the Apartment Web Site will be binding as though you had physically signed a paper document by hand.

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## 11. Payment Terms.

Equity may permit you to make a payment on our Web Site. If you provide a credit card or debit card to us, we will charge any fees associated with your account, in accordance with these Terms. Receipts for payments will be emailed to the email address to you or available through your account. You represent and warrant that (i) the credit card or debit card information you provide to Equity and/or our Payment Processor (as defined below) is true, correct, and complete; and (ii) that you are the person in whose name the credit card or debit card was issued and/or you are authorized to make a purchase with the relevant credit card or debit card. You will promptly notify Equity if the payment information has changed, if your payment method has been canceled, or if you become aware of a breach of security. You acknowledge that we may process an authorization hold using your payment information in order to verify information provided. If your payment card details change are due to expire, we may request updated payment details from you, including your card number, expiration date, and CVV (or equivalent).

All credit card, debit card, and other payment card transaction on the Web Site occur through an online payment processing application that is provided by a third-party payment processor(s) ("Payment Processor). By agreeing to the Terms or making payments on the Web Site, you agree to be bound by the Payment Processor's agreements (which may be modified by the Payment Processor from time to time). If our Payment Processor is unable to secure funds from your payment method for any reason, including, but not limited to, insufficient funds or insufficient or inaccurate information provided when submitting electronic payment, Equity may undertake further collection action, including application of fees to the extent permitted by law, and reserves the right to suspend or terminate your account.

You agree to waive all claims against Equity, its affiliates, and our Payment Processor, related to any unauthorized payments made on your payment card outside of Equity's control, regardless of whether such payments are authorized or unauthorized.

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## 12. DISCLAIMER OF WARRANTIES.

YOU UNDERSTAND AND AGREE THAT THE WEB SITE AND ALL CONTENT ON IT IS PROVIDED ON AN "AS IS," "AS AVAILABLE," BASIS "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EQUITY EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND UNDERTAKINGS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

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## 13. LIMITATION OF LIABILITY; WAIVER OF INJUNCTIVE RELIEF.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE THAT EQUITY IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, ECONOMIC, OR PUNITIVE DAMAGES OR DAMAGES DUE TO INDIRECT OR DIRECT LOST PROFITS), WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATING TO YOUR USE OF THIS WEB SITE OR WITH THE DELAY OR INABILITY TO USE THIS WEB SITE, OR FOR ANY INFORMATION, CONTENT, PRODUCTS, AND/OR SERVICES OBTAINED THROUGH THIS WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEB SITE, EVEN IF EQUITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, CONTENT, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY EQUITY.

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## 14. Modification; Content Accuracy; Suspension of the Web Site or Access.

Equity reserves the right, in its sole discretion, to modify or discontinue the Web Site, or any portion of the Web Site, including, but not limited to the Content, without notice to you or any third party.



We reserve the right to immediately suspend or terminate or restrict your access to or your use of the Web Site at any time, without notice or liability, if Equity determines or reasonably believes in its sole discretion that you have breached these Terms, violated any law, rule, or regulation, engaged in other inappropriate conduct, or for any other business reason. Upon suspension or termination of your access to the Web Site or upon notice from Equity, all rights granted to you under these Terms will cease immediately, and you agree that you will immediately discontinue use of the Web Site.

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## 15. Indemnification.

You agree to defend, indemnify, and hold harmless Equity from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) your use of the Web Site; (iii) your Submissions; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party including any intellectual property, publicity, confidentiality, property, or privacy right; or (vi) any misrepresentation made by you. Equity reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with Equity's defense of any claim. You will not in any event settle any claim without the prior written consent of Equity.

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## 16. Violations.

Any violation of these Terms (as determined by Equity in its sole discretion) may result in restriction or termination of your access to all or part of the Web Site and may be referred to law enforcement authorities. No waiver of any of these Terms shall be of any force or effect unless made in writing and signed by a duly authorized officer of Equity.

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## 17. DISPUTE RESOLUTION ( GOVERNING LAW; JURY WAIVER; CLASS ACTION WAIVER AND OPT-OUT; JURISDICTION)

- A. **Except as specifically stated herein or agreed between us in writing, you and Equity agree that any controversies, allegations, actions, and claims relating to: your use of the Web Site or any information, content, services and applications accessed by you or offered to you through the Web Site; the Content; your Web Activities and Submissions; and these Terms and any Additional Terms (collectively "Disputes" or a "Dispute") shall be resolved exclusively in court, before a judge as opposed to a jury, and only on an individual basis as detailed herein.** For clarity, should you and Equity enter into a written agreement other than the Terms, Additional Terms or this Dispute Agreement (as an example, only, a lease agreement for an apartment), the other agreement shall govern any disputes relating to such other written agreement. **You and Equity are each giving up the right to have Disputes resolved before a jury as opposed to a judge.**

- I. First – We Try to Resolve Disputes. In the event of a Dispute, we each agree to try and reach a resolution before and without filing a lawsuit in court by sending a written notice to the other providing a reasonable description of the Dispute, along with a proposed resolution of it. Our notice to you will be sent to you at the most recent address you have provided to us in connection with your use of the Web Site; but, if no such information exists or is not current, then we will have no obligation under this Section 18(A)(I). Your notice must be sent to Equity Residential, Two North Riverside Plaza, Suite 500, Chicago, Illinois, 60606, Attention: General Counsel – Notice of Dispute. We each further agree that, for a period of sixty (60) days from the date of receipt of notice from

the other party, we each agree to participate in discussions in order to attempt to resolve the Dispute, though nothing will require either of us to resolve a Dispute on terms which are uncomfortable to either of us.

The most current version of this Dispute Agreement in effect when any Dispute arises shall govern resolution of any Dispute.

- B. **Governing Law.** You agree that all Disputes will be governed by the procedural and substantive laws of the State of Illinois, without regard to conflicts of law principles.
- C. **No Class Action Matters. You and Equity each agree that, if we cannot resolve a Dispute in accordance with the above Section 18(A)(I), resolution of any Disputes will be conducted and resolved only on an individual basis and not in a class, consolidated or representative action, and that any relief awarded, including equitable relief, shall only be awarded on an individual basis.**

You may **opt out** of the mutual agreement to resolve disputes on an individual basis only and continue to use this Web Site. In order to opt out, you must send a letter to: Equity Residential, Two North Riverside Plaza, Suite 500, Chicago Illinois 60606, Attention: General Counsel – Dispute Agreement Opt-Out to be post-marked no later than ten (10) days following your first use of the Web Site containing the Terms effective as of \_\_\_\_\_, 2024. In order to be effective to opt out, your letter must include your name, email address and date of your first use of the Web Site containing the Terms effective as of March 15, 2022.

- D. **Equitable Relief.** Notwithstanding anything to the contrary herein, including but not limited to the obligations in the above Section 18(A)(I), you or Equity may bring suit to seek an injunction, a declaratory judgment or other equitable relief arising out of, or relating to, claims concerning the validity or enforcement of your or our intellectual property rights or any act affecting the accessibility, functionality, or security of the Web Site.
- E. **No Jury Trial;** Choice of Law and Forum for Court Proceedings. Other than for Disputes brought in a small claims court for qualifying claims, you and Equity agree: (i) that any such Dispute may only be brought in a state or federal court in Chicago, Illinois, to be governed by the substantive and procedural laws of Illinois, without regard to conflict of law principles; (ii) to further irrevocably consent and submit to the exclusive personal jurisdiction and venue of such state and federal courts in Chicago, Illinois for resolution of any such Dispute; and (iii) to waive any right to a trial by jury.
- F. **Severability.** If any part of this Section 18 is ruled to be unenforceable for any reason, then the remaining provisions of Section 18 shall remain in force as if any portion ruled unenforceable were not included in this Section 18.

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## 18. General Provisions.

These Terms and our Privacy Policy (<https://www.equityapartments.com/privacy>) constitute the entire agreement between Equity and you pertaining to your use of the Web Site and any information contained herein and supersedes any and all prior written or oral communications and/or agreements previously existing between us. Except as expressly set forth in these Terms, (i) no failure or delay by Equity in exercising any of the rights, powers, or remedies hereunder will operate as a waiver of that or any other right, power, or remedy; and (ii) no waiver or modification of any term of these Terms will be effective unless in writing and signed by Equity.

If any provision of these Terms is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms. The summaries of provisions and Section headings are provided for convenience only and shall not limit the full Terms. Equity may assign its rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Equity.

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## 19. Forward-Looking Statements.

Any forward-looking statements contained on the Web Site are intended to be made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. The words "believes," "expects" and "anticipates" and other similar expressions which are predictions of or indicate future events and trends and which do not relate solely to historical matters identify forward-looking statements. Such forward-looking statements are subject to risk and uncertainties, which could cause actual results, performance, or achievements of Equity to differ materially from anticipated future results, performance or achievements expressed or implied by such forward-looking statements. Users are cautioned not to place undue reliance on these forward-looking statements. Some of the risks and uncertainties which may cause the actual results to differ from those projected by such forward looking statements are discussed under the heading "Risk Factors" in our Annual Report on Form 10-K which may be accessed on the internet at [www.sec.gov](http://www.sec.gov) or through the Web Site. Many of these uncertainties and risks are difficult to predict and beyond management's control. Forward-looking statements are not guarantees of future performance, results or events. Equity assumes no obligation to update or supplement forward-looking statements that become untrue because of subsequent events.


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## 20. Contact Information.

If you have any questions or concerns with respect to these Terms or the Web Site, you may contact us by email here (<mailto:webmaster@eqrworld.com>).



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