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TERMS OF USE, PRIVACY POLICY, COMMUNITY GUIDELINES, AND COPYRIGHT POLICY

Effective Date: March 3, 2026.

Last Updated: August 31, 2026.

This document constitutes a legally binding agreement (“Agreement”) between you (“User,” “you,” or “your”) and **Tenant Exchange LLC** (“Tenant Exchange,” “Company,” “we,” or “our”) governing your access to and use of the Tenant Exchange website, services, and related applications (collectively, the “Platform”).

By accessing, browsing, registering for, or otherwise using the Platform, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

If you do not agree with these terms, you must immediately discontinue use of the Platform.

ARTICLE I

PLATFORM DESCRIPTION

1.1 Nature of the Service

Tenant Exchange provides an online platform that allows users to share information, reviews, ratings, and experiences relating to residential rental properties, landlords, property managers, and housing conditions.

The Platform is intended to promote transparency and information-sharing within rental housing markets.

Tenant Exchange does not:

- own or manage residential property
- act as a real estate broker or agent
- facilitate rental agreements or financial transactions between tenants and landlords
- verify the accuracy of all information posted by users.

Content appearing on the Platform represents the opinions and experiences of individual users.

1.2 User-Generated Content

The Platform hosts content submitted by users (“User Content”), including but not limited to:

- written reviews
- ratings
- comments
- photographs
- descriptions of rental experiences.

Tenant Exchange does not independently verify all User Content.

Users remain solely responsible for the content they submit.

ARTICLE II

USER ELIGIBILITY AND ACCOUNT REGISTRATION

2.1 Eligibility

Use of the Platform is limited to individuals who:

- are at least eighteen (18) years of age, and
- possess the legal capacity to enter into binding agreements.

By using the Platform, you represent that you meet these eligibility requirements.

2.2 Account Creation

Certain features of the Platform may require account registration.

Users agree to:

- provide accurate and complete information
- maintain current account details
- safeguard login credentials
- notify Tenant Exchange of unauthorized use of their account.

Users are responsible for activities conducted under their accounts.

2.3 Account Suspension or Termination

Tenant Exchange reserves the right to suspend, restrict, or terminate accounts that:

- violate this Agreement
- post prohibited content

- engage in abusive or fraudulent behavior.

ARTICLE III

USER CONTENT AND CONDUCT

3.1 Responsibility for Content

Users are solely responsible for any content they publish on the Platform.

By submitting content, users represent and warrant that:

- the content reflects their genuine experience or opinion
- the information provided is truthful to the best of their knowledge
- the content does not violate applicable law or the rights of third parties.

3.2 Opinion and Experience Disclaimer

Reviews posted on the Platform represent the personal opinions and experiences of individual users.

Such reviews should not be interpreted as statements of objective fact.

Tenant Exchange does not endorse or verify the accuracy of user-submitted reviews.

3.3 Prohibited Content

Users may not submit content that:

- contains knowingly false statements presented as fact
- constitutes harassment, threats, or abusive conduct
- discloses private personal information
- infringes intellectual property rights
- violates fair housing laws
- promotes illegal activity.

Tenant Exchange reserves the right to remove such content.

3.4 License to Use Content

By submitting content to the Platform, users grant Tenant Exchange a non-exclusive, worldwide, perpetual, royalty-free license to:

- use

- reproduce
- distribute
- display
- archive
- adapt

such content in connection with operating and promoting the Platform.

Users retain ownership of their original content.

ARTICLE IV

CONTENT MODERATION

Tenant Exchange reserves the right, but has no obligation, to:

- review user submissions
- edit or remove content
- restrict visibility of content
- suspend or terminate accounts.

Moderation decisions are made at the sole discretion of Tenant Exchange.

ARTICLE V

PROPERTY CLAIM AND LANDLORD RESPONSE POLICY

5.1 Property Claim Eligibility

Individuals or entities who own or manage a rental property may request to claim the property listing appearing on the Platform.

To verify ownership or management authority, Tenant Exchange may request documentation including:

- property management agreements
- business registration documentation
- property tax records
- verification through an official business email domain.

Tenant Exchange reserves the right to approve or deny property claims at its discretion.

5.2 Rights of Verified Property Representatives

Once a property has been claimed, verified representatives may:

- update factual information about the property
- submit public responses to reviews
- report content believed to violate Platform policies.

Property representatives may not edit or remove reviews posted by users.

5.3 Responses to Reviews

Verified property representatives may respond publicly to reviews.

Responses must not contain:

- harassment or threats
- personal attacks against reviewers
- disclosure of tenant personal information
- discriminatory or unlawful statements.

Tenant Exchange reserves the right to remove responses that violate these policies.

ARTICLE VI

REVIEW DISPUTES AND CONTENT INVESTIGATION

6.1 Reporting Content

Individuals or organizations who believe content on the Platform violates the law or Platform policies may submit a formal complaint.

Complaints should include:

- the location or URL of the disputed content
- a description of the alleged violation
- supporting documentation if applicable
- the complainant's contact information.

Tenant Exchange may decline to investigate anonymous complaints.

6.2 Review of Complaints

Upon receiving a complaint, Tenant Exchange may:

- review the disputed content
- request clarification or documentation
- request additional information from the content author
- temporarily restrict visibility of the content during review.

Investigations are conducted at the sole discretion of Tenant Exchange.

6.3 Grounds for Removal

Content may be removed if it:

- violates this Agreement
- contains unlawful statements
- discloses private personal information
- includes threats or harassment
- violates applicable law.

Content expressing personal opinions or experiences may remain on the Platform even if disputed.

ARTICLE VII

INTELLECTUAL PROPERTY

All non-user materials appearing on the Platform, including:

- trademarks
- logos
- design elements
- software
- written content

are the property of Tenant Exchange or its licensors.

Users may not reproduce or distribute such materials without written permission.

ARTICLE VIII

COPYRIGHT POLICY (DMCA)

Tenant Exchange respects the intellectual property rights of others.

If you believe material on the Platform infringes your copyright, you may submit a written notice including:

- identification of the copyrighted work
- identification of the allegedly infringing material and its location
- your contact information
- a statement of good-faith belief that the use is unauthorized
- a statement that the information provided is accurate
- your physical or electronic signature.

Tenant Exchange may remove or disable access to allegedly infringing material upon receiving a valid notice.

8.1 Counter-Notification

If you believe material was removed in error, you may submit a counter-notice containing:

- identification of the removed material
- a statement under penalty of perjury that removal was mistaken
- consent to jurisdiction of a federal court.

8.2 Repeat Infringer Policy

Tenant Exchange reserves the right to terminate accounts of users who repeatedly infringe copyright.

ARTICLE IX

PRIVACY POLICY

9.1 Information Collected

Tenant Exchange may collect:

- registration information
- user-submitted content
- IP addresses and device identifiers
- browsing and usage information.

9.2 Use of Information

Information collected may be used to:

- operate and maintain the Platform

- improve services and functionality
- communicate with users
- detect fraudulent activity.

9.3 Data Sharing

Tenant Exchange may share information with:

- service providers assisting with Platform operations
- law enforcement when legally required
- analytics providers.

Tenant Exchange does not sell personal information to third parties.

9.4 Data Security

Tenant Exchange implements reasonable measures to protect user data. However, no system can guarantee complete security.

ARTICLE X

COMMUNITY GUIDELINES

Users are encouraged to submit honest and constructive reviews.

Reviews should:

- reflect personal experiences
- focus on housing conditions and rental interactions
- avoid speculation or hearsay
- remain respectful and factual.

Users should avoid personal attacks or harassment when posting reviews.

ARTICLE XI

LIMITATION OF LIABILITY

To the fullest extent permitted by law, Tenant Exchange shall not be liable for:

- reliance on user-generated content
- inaccuracies in reviews
- disputes between tenants and landlords

- indirect or consequential damages arising from use of the Platform.

Use of the Platform is at the user's own risk.

ARTICLE XII

INDEMNIFICATION

Users agree to indemnify and hold harmless Tenant Exchange, its officers, employees, and affiliates from claims arising from:

- user-submitted content
- violations of this Agreement
- unlawful conduct by the user.

ARTICLE XIII

GOVERNING LAW

This Agreement shall be governed by the laws of the **State of Michigan**, without regard to conflict-of-law principles.

Any disputes shall be resolved in courts located within the State of Michigan.

ARTICLE XIV

MODIFICATION OF TERMS

Tenant Exchange reserves the right to modify this Agreement at any time.

Updated versions will be posted on the Platform with a revised effective date.

Continued use of the Platform constitutes acceptance of the revised terms.

ARTICLE XV

CONTACT INFORMATION

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