



TERMS OF USE

These terms and conditions constitute an agreement with Kierland Tower Lofts, LLC ("KTL") regarding your use of the PlazaLoftsKierland.com website (the "Website"). Information on the Website relates to the Plaza Lofts at Kierland Commons community. Additional terms and conditions of use applicable to specific areas of the Website may also be posted on the Website. KTL reserves the right to change or modify all or any part of this agreement at any time, effective upon notice published on the Website. By accessing and using this Website, you agree to the following:

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The materials (including all content, information, the domain name, the PLAZA LOFTS AT KIERLAND COMMONS® mark and logos, any other marks appearing on the Website, and configurations, displays, screens appearing on or displayed in connection with the Website) are provided by KTL as a service to its customers and may be used for informational purposes only. The materials on this Website are copyrighted and/or are protected by trademark and other laws. KTL grants you a limited nonexclusive license to use the information on the Website for your internal use. Any unauthorized use of any materials on this Website may violate copyright, trademark, and other laws. KTL, its affiliates and designated representatives may make changes to these materials, or to the products described therein, at any time without notice. KTL makes no commitment to update the materials in real time after posting. The materials provided on this Website are not intended to be comprehensive and may not be current.

Links to Third-Party Websites

This Website may contain links to Websites operated by parties other than KTL ("External Websites"). Such links are provided for your convenience only. KTL does not control any External Websites and is not responsible for the content or the availability of any External Website. The inclusion of links to External Websites does not imply any investigation or endorsement of their material or content. You should contact the website administrator or webmaster for those External Websites if you have any concerns regarding such links or the content located on such External Websites.

Registration

To use portions of this Website, you must be registered. You agree to provide true and accurate information in connection with your registration and to promptly notify KTL of any changes in the registration information. You are fully liable for all use of the Website accessed through your registration information, including any use by a user not authorized by you who accesses the Website using your registration information. You should promptly notify KTL of any unauthorized use of your registration information or other breach of security.

Exchange of Information

In connection with using the Website, you may provide or receive information by email. Although email is generally reliable, email can be transmitted improperly or wrongfully intercepted. KTL does not warrant or guarantee that the transmission of email messages will be uninterrupted or transmitted without error.

Conduct of Users

KTL is not responsible for any content posted on the Website by other users. You are responsible for all content that you upload, post or email using the Website. You agree not to upload, post or email any content or information that (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening, (b) contains viruses or other contaminating or destructive features, (c) violates the rights of others, such as content that infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity, (d) offends the community standards of users of the Website (e) interferes with or disrupts the Website, (f) harass another user or (g) otherwise violates any applicable law. KTL has the right in its sole discretion to remove any content on the Website, including but not limited to content that violates this agreement or is otherwise objectionable.

Community Facilities and Third Party Services

The Plaza Lofts at Kierland Commons community includes various facilities that may or may not be owned or operated by KTL. KTL makes no representation or warranty that these facilities or the services offered through these facilities will continue to be available or will be available to all homeowners within the Plaza Lofts at Kierland Commons community. KTL does not control and has no responsibility for rules and regulations for privately owned facilities or the services offered through such facilities.

Disclaimer of Warranties and Indemnification

KTL makes no, and hereby disclaims all, warranties, express, implied and statutory, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, non-infringement of third party rights, compliance with Federal, State and local regulations, the accuracy, timeliness, relevance, reliability or completeness of the Website or the materials or any other warranties regarding the Website, materials or the quality, suitability, truth, accuracy, timeliness, relevance and completeness of any content or other materials contained on the Website. The Website and the materials provided therein (regardless of whether such materials are created by KTL or a third party content provider) are provided "AS IS, AS AVAILABLE." Although KTL uses reasonable efforts to provide accurate regarding the Plaza Lofts at Kierland Commons community, information included on the Website may not be current, may include errors or inaccuracies, and may provide estimates or approximations regarding lot sizes, floor plans, community amenities and other important information. Drawings, artist's renderings, photographs, proposed amenities and prices are based upon information provided by third parties and are subject to change without notice. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NONINFRINGEMENT,

ARE HEREBY DISCLAIMED. NEITHER KTL NOR ANY THIRD PARTY CONTENT PROVIDER WARRANTS THAT ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THE WEBSITE WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. Accordingly, you acknowledge that you do not and will not rely on any information contained on the Website (including product or service descriptions). All information contained on the Website is subject to change at any time without notice. YOU AGREE THAT USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK.

You agree to defend and indemnify KTL and its affiliates, officers, directors, shareholders, employees, agents, information providers and licensors (each an "Indemnified Party"), and to hold them harmless for, from and against any and all claims, liabilities and expenses (including attorney's fees) that may arise from the use or alleged use of this Website by you or any person using your registration information, whether or not authorized by you. Each Indemnified Party reserves the right, at its own expense, to participate in the defense of any matter subject to indemnification by you, and in such case, you agree to cooperate with such Indemnified Party in the defense of such claim.

Limitation of Liability

Neither KTL nor any of its agents, affiliates, directors, officers, shareholders, employees or content providers shall be liable for any direct, indirect, incidental, special, consequential or punitive damages arising out of, or related to, the use of the Website or out of any breach of any obligation or responsibility that any of them may have, even if they have been advised of the possibility of such damages. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. KTL will not be liable for any damages or injury caused by any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. IF YOU ARE DISSATISFIED WITH THE WEBSITE OR ANY TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE. IN NO EVENT SHALL THE LIABILITY OF KTL, ITS AGENTS, AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, OR EMPLOYEES EXCEED \$100.00 DOLLARS, REGARDLESS OF THE CAUSE OF ACTION. THIS LIMITATION ON DAMAGES IS ESSENTIAL TO THE AGREEMENT BETWEEN YOU AND KTL AND THE WEBSITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATION.

Submissions

All remarks, suggestions, ideas, graphics, or other information communicated to KTL through this Website ("Submitted Information") will forever be the property of KTL and you assign all of your rights in any Submitted Information to KTL. KTL will not be required to treat any submission as confidential, and will not be liable for any ideas for its business (including without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future KTL operations.

Termination

KTL reserves the right, in its sole discretion, to restrict, suspend or terminate access to all or any part of the Website at any time for any reason without prior notice or liability. KTL may change, suspend or discontinue all or any aspect of the Website at any time, including the availability of any feature, database, information or content without prior notice or liability. However, in the case of any termination, you agree to continue to abide by these terms, which shall remain in full force and effect after such termination, except that your right to use the Website shall be terminated.

Regulatory Requirements

Federal and state law may require that property within the Plaza Lofts at Kierland Commons be registered with one or more government agencies. In such event, you agree to obtain the Property Report or its equivalent and read it before signing anything. No federal or state agency has judged the merits or value, if any, of the property in the Plaza Lofts at Kierland Commons community. Certain laws may restrict the ability to issue lot reservations or conditional sales of property. Because this Website can be accessed nationally and internationally, information and reference on the Website regarding housing may not have been approved for sale in your state or area and should not be deemed to imply that KTL has or intends to seek approval to conduct sales or other activities in your state or other area. You should consult a sales representative for further information.

Equal Housing Opportunity

KTL is committed to the letter and the spirit of U.S. policy for equal housing opportunity. KTL supports an advertising and marketing program that promotes equal access to housing without "any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin or an intention to make any such preference, limitation, or discrimination." Other jurisdictions may add prohibitions against discrimination based on age, parental status, sexual orientation, political ideology, financial status, and the like. You may contact your local government for additional information.

General Terms

This agreement shall be construed in accordance with the laws of the State of Arizona, and the parties irrevocably consent to the jurisdiction of, and to bring any action to enforce this agreement in, the federal or state courts located in Phoenix, Arizona. The prevailing party in such litigation shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, and court or other costs incurred in such litigation. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. If any inconsistency exists between the terms of this agreement and any additional terms and conditions posted on the Website, such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions shall control. The provisions of this agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provision hereof. Any provision determined to be invalid or unenforceable will be modified, to the extent possible, to be valid and enforceable so as to retain the intent of the parties.

Copyrights

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide KTL's copyright agent the following information:

- (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (2) a description of the copyrighted work that you claim has been infringed;
- (3) a description of where the material that you claim is infringing is located on the Website;
- (4) your address, telephone number, and email address;
- (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

- (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

KTL's Copyright Agent for Notice of claims of copyright infringement can be reached at:

Stacie Smith, Esq.
Fennemore Craig, P.C.
3003 N. Central Avenue
Suite 2600
Phoenix, Arizona 85012
602-916-5000

PRIVACY POLICY

You may use portions of the Website without registering or providing personal information. In that event, KTL may collect non-personal information regarding access by users and activities on the Website such as which pages are viewed and the number of visits and time spent on the Website. The information KTL collects is used to ensure to improve the content of our Website and for other internal business purposes.

The Website uses cookies. "Cookies" are small pieces of information that are stored by your browser on your computer's hard drive so KTL can recognize you when you return. They do not contain personal or financial information and they are not permanently stored for future use. Cookies or other information tracking technologies are not used to follow the surfing behavior of visitors once they leave the Website.

To access certain portions of the Website, you must provide personally identifiable information. Personally identifiable information means any information that is associated with your personal identify such as address, telephone number, user IDs, passwords, email address, billing and payment information and communications records. You agree to provide true and accurate information in connection with your registration and to promptly notify us of any changes in the registration information. You must be over 18 to register and use the Website. KTL will not intentionally collect or use personal information from users that KTL has reason to believe are under 18 years of age.

Generally, KTL uses personally identifiable information to manage the Website, such as to communicate with you about our community, to customize the content for individual visitors, and to provide information about products and services offered by us or by our affiliates. KTL may also share this information with services providers for the Plaza Lofts at Kierland Commons community to facilitate the sale of relevant services to you. KTL may from time to time also use information for market research. In such event, KTL will give you the opportunity to opt out of the use of your personal information for this purpose. If you have provided your postal address you may receive periodic mailings from us regarding new products or services or upcoming events. KTL may make personally identifiable information of customers available to our employees, agents and contractors and to affiliates of our parent corporation for internal business purposes. If you do not want to receive email or mailings from us or to share your information with others, please notify us in writing at the email or postal address listed below.

Under special circumstances KTL may, and you authorize KTL to, disclose personally identifiable information without your consent if KTL believes, in its sole discretion, it is reasonable to do so to

satisfy laws (such as the Electronic Communications Privacy Act, as amended) or government regulations, comply with legal process or law enforcement requests, commence legal actions to protect our rights or property.

KTL uses reasonable precautions to secure the personally identifiable information KTL maintains about you on computer servers. While KTL attempts to ensure the integrity and security of our systems, KTL cannot guarantee that its security measures will prevent third parties from illegally obtaining this information. In connection with using the Website, you may provide or receive information by email. Although email is generally reliable, email can be transmitted improperly or wrongfully intercepted. KTL does not warrant or guarantee that the transmission of email messages will be uninterrupted or transmitted without error and it is not responsible for any breach of its security or for the actions of any third parties that may obtain any personal information.

KTL may link to other websites. KTL is not responsible for those websites' privacy policies or how they treat information about their users. Even if KTL is affiliated with a third party and its website, KTL has no authority over the linked websites, their security procedures or data collection policies. KTL has no responsibility or liability for actions of the linked websites and you should only access linked websites at your own risk.

KTL may change this privacy policy from time to time to take into account new or changing circumstances. Any changes to this privacy policy will be prospective and will therefore not change the way KTL uses information collected prior to the changed policy. By accessing and using this Website, you agree to be bound by this agreement. KTL may in its discretion and at any time terminate or suspend your use of or access to the Website.

If you wish to change your user information or have questions about this agreement or the practice of this Website, please contact us by email at info@signaturepropertiesaz.com.