

TERMS OF USE

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Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. We will post any changes we make to these Terms of Use on this page of the Website. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you whether or not you have reviewed any changes. The date these Terms of Use were last updated is identified at the top of these Terms of Use.

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We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

You are responsible for making all arrangements necessary for you to have access to the Website and ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

- This Website is for informational purposes only. EBSCO Income Properties does not (a) broker, lease, or sublease or offer to broker, lease or sublease, or own any real property directly and is not a party to any transaction between landlords (including, as applicable, property management companies and/or property managers) and renters or (b) act as a property manager, broker, payment processor, money transmitter, payment manager, debt collector, or credit reporting agency, and does not guarantee any results from using any such product or service.

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- not to impersonate or attempt to impersonate EBSCO Income Properties, an EBSCO Income Properties employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
- not to engage in any activity (including the use of any device, software, or routine) that interferes with or disrupts the Website (or the servers, networks, and databases which are connected to the Website), including any other party's use of the Website;
- not to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm EBSCO Income Properties or users of the Website or expose them to liability;
- not to use (or attempt to use) any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
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- not to reproduce, redistribute, republish, duplicate, copy, display, sell, rent, sub-license, trade or resell any content or other aspect of the Website for any commercial purpose (except as expressly authorized by these Terms of Use and except for content

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- not to introduce any spyware, viruses, Trojan horses, worms, keystroke loggers, rootkits, logic bombs or other material which is malicious or technologically harmful to the Website (or the servers, networks, and databases connected to the Website);
- not to use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- not to attempt to gain unauthorized access to, interfere with, damage, disrupt, or circumvent any security features of, any parts of the Website (or the servers, networks, and databases connected to the Website);
- not to attack the Website via a denial-of-service attack or a distributed denial-of-service attack; and
- that you are solely responsible for (and that EBSCO Income Properties has no responsibility to you or to any third party for) any breach of your obligations under these Terms of Use and for the consequences (including any loss or damage which you may suffer) of any such breach.

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You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other website.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the content on the Website that is inconsistent with any other provision of these Terms of Use.

You may not link to our homepage unless it is done in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our sole discretion.

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All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall

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Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama in each case located in the City of Birmingham and County of Jefferson. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

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If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

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