

# TERMS OF USE

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## **Acceptance of the Terms of Use**

These terms of use are entered into by and between you and EBSCO Income Properties, LLC (“EBSCO Income Properties”, “we”, “us” or “our”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of this website, including the webpages, content, functionality, products and services delivered through the ebscoincomeproperties.com domain (collectively, the “Website”).

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and you acknowledge that all information you provide to us is governed by our Privacy Policy, which can be found at <https://www.ebscoincomeproperties.com/privacy-policy> and is incorporated herein by reference.** If you do not want to agree to these Terms of Use or to the actions we take with respect to your information consistent with our Privacy Policy, do not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with EBSCO Income Properties and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, do not access or use the Website.

## **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.

## **Accessing the Website**

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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You may use the Website only for lawful purposes and in accordance with these Terms of Use.

You agree:

- not to use the Website in any way that violates any applicable federal, state, local or international law or regulation, or generally accepted practices or guidelines in relevant jurisdictions (including, without limitation, any laws or regulations regarding the export of data or software to and from the US or other relevant countries);
- not to use the Website to transmit or send unsolicited commercial communications;
- that you will not use the Website for any purposes related to marketing without the express written consent of EBSCO Income Properties;
- not to access (or attempt to access) the Website by any means other than through the interface that is provided by EBSCO Income Properties;
- not to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website without the express written consent of EBSCO Income Properties;
- not to edit or otherwise modify any content on the Website;
- 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;
- not to use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- 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

specifically and expressly made available for redistribution) or for any other unauthorized purpose without our prior written consent;

- 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.

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Prices for our products are subject to change without notice. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

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### **Social Media Features and Linking to the Website**

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.

- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

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.

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

EBSCO Income Properties is based in the State of Delaware in the United States of America. We make no representations that the Website and its content are appropriate or available for use in all locations. Use of or access to the Website may not be legal by certain persons or in certain countries. By using or accessing the Website, you do so at your own risk and are responsible for compliance with the laws of your own jurisdiction.

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You understand that we cannot and do not guarantee or warrant that content available from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection, information security, accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **General Representation and Warranty**

You represent and warrant that (i) your use of the Website will be in strict accordance with our Privacy Policy, these Terms of Use, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and including all applicable laws regarding the transmission of data or software exported to and from the United States or the country in which you reside), and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

#### **Indemnification**

You agree to defend, indemnify and hold harmless EBSCO Income Properties, its parents, subsidiaries, affiliates, related entities, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, representatives, partners, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

#### **Governing Law and Jurisdiction**

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

be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

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.

### **Waiver and Severability**

No waiver of by EBSCO Income Properties of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of EBSCO Income Properties to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

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**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and EBSCO Income Properties with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

### **Your Comments and Concerns**

If you have any difficulty in accessing the Website, feedback, comments, or requests for technical support and other communications relating to the Website, please contact us using the contact details below and we will do our best to assist you:

EBSCO Income Properties  
5724 Highway 280 East  
Birmingham, AL 35242  
Telephone: 1-205-981-5135  
Email: [privacy@ebSCO.com](mailto:privacy@ebSCO.com)

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