

**Terms of Use**  
**Effective February 15, 2023**

Pacific 192, LLC, MRES Ravello II Holdings, LLC, their subsidiaries and affiliates (collectively referred to as "Company") operate various Internet properties, including, without limitation, [www.ravello192.com](http://www.ravello192.com).

- The term "Site" is used in these Terms of Use (the "Terms") to refer to all websites and web pages operated by Company, all Company mobile applications, and Company profiles on social media sites, and all Content (defined below) and functionality available through these sites and applications.
- The term "Content" is used in these Terms to refer to all content on the Site, including without limitation data, designs, text, files, graphics, pictures, video, information, applications, software, and other materials, and their selection and arrangement.
- The term "Services" is used in the Terms to refer to the Site and all Company products, software and services provided on or through the Site.
- The term "User" is used in the Terms to include any party visiting or viewing the Site or the Content; sending or supplying information to the Site or Company; or uploading, publishing or displaying information on or through the Site.

**By using the Services or visiting the Site, you, a User, acknowledge and agree that you have read, understand and agree to be bound by the terms and conditions set forth in these Terms and the Company Privacy Policy.**

THESE TERMS FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND Company. PLEASE READ THE TERMS CAREFULLY. IN THE EVENT A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND Company GOVERNS YOUR USE OF ANY CONTENT OR SERVICES, TO THE EXTENT THE TERMS AND CONDITIONS OF THAT AGREEMENT CONFLICT WITH THESE TERMS, THE TERMS OF THAT AGREEMENT SHALL CONTROL.

BEFORE YOU CONTINUE, YOU SHOULD PRINT OR SAVE A LOCAL COPY OF THESE TERMS FOR YOUR RECORDS.

**1. Who Provides the Services**

Company is affiliated with other legal entities. These entities or other third party service providers may provide Services on behalf of one another or on behalf of Company. You acknowledge and agree that affiliates or other third parties will be entitled to provide Services to you, in addition to the particular Company entity with whom you contract or interact.

**2. Your Use of Services**

You are granted a personal, revocable, limited, non-exclusive, non-transferable license to use the Site conditioned upon your continued acceptance and compliance with these Terms. You agree to use the Services only for purposes that are permitted by (a) the Terms, and (b) any applicable law, regulation and generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other countries). You agree not to access or attempt to access any Services by any means other than through the interface as provided by Company, unless specifically allowed to do so in a separate written agreement with Company. You agree not to engage in any activity that interferes with or disrupts the Services, or the servers and networks connected to the Services. You agree not to reproduce, duplicate, copy, sell, trade or resell the Services, unless

otherwise agreed to in a separate written agreement with Company. You agree that you are solely responsible for any breach of your obligations under the Terms and for the consequences, including any loss or damage that Company may suffer, of any such breach.

### **3. Code of Conduct**

You warrant that you will abide by all applicable local, state, national and international laws and regulations with respect to your use of the Services and that you will not interfere with the use and enjoyment of the Services by other users or with Company's management and operation of the Service. Prohibited conduct includes, but is not limited to, the following:

- a. You will not send or otherwise post unauthorized commercial communications on the Site.
- b. You will not collect Users' Content or information, or otherwise access the Site, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
- c. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Site.
- d. You will not upload viruses or other malicious code.
- e. You will not solicit login information or access an account belonging to someone else.
- f. You will not do anything that could disable, overburden, or impair the proper working of the Site.
- g. You will not facilitate or encourage any violations of these Terms.
- h. You will not post content or take any action on the Site that infringes or violates someone else's rights or otherwise violates the law.
- i. You will not post anyone's identification documents, protected health information, or sensitive financial information on the Site.
- j. You will not send email invitations or otherwise market or promote the Services or the Site to non-Users without Company's consent.

### **4. Access to Certain Services**

In order to access certain Services, you may be required to provide personal information (such as identification or contact details) as part of a registration process. You agree that any registration information you give to Company will always be correct and current. You agree not to register for any User account or use the Services on behalf of any party other than yourself unless you have the legal authority to act as an agent on behalf of another individual or entity.

The Services may allow users to connect with each other and communicate using the Services' messaging service and public forums. PLEASE NOTE: Information you publish on the Services may be available to be viewed by other users. You should not post confidential information.

You acknowledge you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services. Your account login and password is personal to you and you may not allow a third party to use it. You agree that you will be solely responsible to Company for all activities that occur under your account. You agree to immediately notify Company of any unauthorized use of your password or account or if you otherwise wish to deactivate your account due to security concerns.

### **5. Privacy and Personal Information**

Please review Company's Privacy Policy, which is incorporated into the Terms by reference. By accessing the Site and the other Services, you acknowledge that you have read and agree to

Company's Privacy Policy, including the use of your information in accordance with Company's Privacy Policy.

## **6. Changes in Services; Denial of Access**

The form and nature of the Services that Company provides may change from time to time without prior notice to you.

Company may stop providing the Services (or any features within the Services) to you or to Users generally, including by suspending your account, at Company's sole discretion, without prior notice.

If Company disables access to your account, you may be prevented from accessing your account details or any files or other Content that is contained in your account or accessible through your account. Company, at its sole discretion, may set fixed upper limits on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service.

## **7. Content in the Services**

You understand that all Content is the proprietary property of Company, its users or its licensors with all rights reserved. You understand that Content presented to you as part of the Services, including but not limited to Content submitted by third parties and advertisers, as well as User-posted Content, may be protected by intellectual property rights owned by Company, third-party individuals or other legal entities. You are not allowed to modify, copy, distribute, frame, reproduce, republish, create derivatives based upon, download, display, post, transmit, link, sell, rent, lease, loan or trade any Content, in whole or in part, without written permission from Company or the rightful Intellectual Property owner, except the foregoing does not apply to your Content that you legally post on the Site. Subject to your compliance with the Terms, you may access and use the Site and the Content and download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact.

Company reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service, and, in its sole discretion, restrict suspend, or terminate your access and use of the Services, Site and the Content at any time without notice.

## **8. Disclaimers**

The Content is provided for informational purposes only and may or may not reflect the most current developments or information. References and links to third parties do not constitute an endorsement or warranty by Company.

## **9. Proprietary Rights**

You acknowledge and agree that Company, or its licensors, own all legal right, title and interest in and to the Services, including the Content and all Company trademarks, service marks, logos, brands and brand names, trade names and other distinctive identification (collectively "Company Marks"), and any intellectual property rights that subsist in the Services, whether registered or not. You acknowledge that the Services may contain information that is designated confidential by Company and that you shall not disclose such information without Company's

prior written consent. If you have been granted an explicit right to use Company's intellectual property in a separate written agreement, you agree that such use shall be in compliance with that agreement. You agree that you shall not remove, obscure, or alter any proprietary rights notices, including copyright and trademark notices, which may be affixed to or contained within the Services. You agree that in using the Services, you will not use any trademark, service mark, tradename, or logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

#### **10. Content License from the User**

You retain copyright and any other rights you already hold in any Content that you submit, post or display on or through the Services. By submitting, posting or displaying the Content you give Company a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly display and distribute any Content which you submit, post or display on or through the Services. You agree that this license includes a right for Company to transfer, sublicense, or otherwise make such Content available to other companies, organizations or individuals with whom Company has relationships. You understand that Company, in performing the required technical steps to provide the Services to its Users, may (i) transmit or distribute your Content over various public networks and in various media; and (ii) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit Company to take these actions. You confirm and warrant to Company that you have all the rights, power and authority necessary to grant the above license.

#### **11. Website or Software Updates**

The Site or software utilized may require automated downloads or install updates from time to time. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules or completely new versions. You agree to receive such updates and permit Company to deliver them to you as part of your use of the Services.

#### **12. Exclusion of Warranties; Disclaimers**

COMPANY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. COMPANY FURTHER MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE AND ITS CONTENTS AND DOES NOT ENDORSE ANY USER CONTENT. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF ANY USER CONTENT, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SITE AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR

THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, INCLUDING, BUT NOT LIMITED TO, ADVICE OR INFORMATION REGARDING PROFESSIONAL PRACTICES, STANDARDS OR GUIDELINES, VIA ANY METHOD OF COMMUNICATION, OBTAINED BY YOU FROM COMPANY SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Services may include hyperlinks to other websites or content or resources. Company may have no control over any websites or resources which are provided by companies or persons other than Company. You acknowledge and agree that Company is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources. You acknowledge and agree that Company is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

### **13. Limitation of Liability**

Under no circumstances will Company or its affiliates be liable to Users for any direct, indirect, incidental, consequential, special or exemplary damages arising from any provision of the Terms or your use of the Site. YOU SPECIFICALLY ACKNOWLEDGE THAT COMPANY SHALL NOT BE LIABLE FOR USER CONTENT, CONTENT PRODUCED BY THIRD PARTIES AND DISPLAYED ON OR THROUGH THE SERVICES, OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

In the event you are dissatisfied with or dispute these Terms, the Site, or any Content, your sole right and exclusive remedy is to terminate your use of the Site.

### **14. Indemnity**

You agree to defend, indemnify, and hold harmless Company, its members, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:

(a) your use of and access to the Site; (b) your violation of any provision of the Terms; (c) your violation of any third party right, including without limitation any copyright, trademark, property, or privacy right; or (d) any claim that your Content caused damage to a third party. This Section 14 shall indefinitely survive the termination of the Terms and your use of the Site.

### **15. Digital Millennium Copyright Act**

If you are a copyright owner or an agent thereof and believe that any User Content infringes upon your copyrights, please submit a notification pursuant to the Digital Millennium Copyright Act (the "DMCA") by providing the Company copyright agent (see below), with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail). Please be advised that to be effective, the Notice must include all of the following:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- d. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an email address;
- e. A statement 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; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement and counter-notices should be direct to:

By mail:

Pacific 192, LLC/MRES Ravello II Holdings, LLC  
Attn: General Counsel  
12149 West Center Road  
Omaha, NE 68144

By email:

info@metonic.net

For both mail and email notices, please include "Notice of Infringement" in the subject line.

Upon receipt of notices complying with the DMCA, Company will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

It is often difficult to determine if your intellectual property rights have been violated. Company may request additional information before removing any infringing material. If a dispute develops as to the correct owner of the rights in question, Company reserves the right to remove your content along with that of the alleged infringer pending resolution of the matter.

Company may give you notice that we have removed or disabled access to certain content or material. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

- a. your physical or electronic signature;
- b. identification 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;
- c. statement from you under the penalty of perjury that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- d. your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a U.S. Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Company may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

**IMPORTANT NOTE: THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING COMPANY ABOUT INFRINGEMENTS OF COPYRIGHTED MATERIAL. ALL OTHER INQUIRIES WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.**

## **16. No Data Rights**

Company expressly disclaims any liability for lost or deleted Site Content or User Content. You shall not rely on Company for preservation of any Site Content or User Content, and shall maintain all User Content in a separate manner. Given inherent risks of the internet, you acknowledge that there is no assurance that Site Content or User Content will be kept confidential and there is no assurance that Site Content or User Content will not be lost or deleted.

## **17. Advertisement**

Services provided by Company may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be prompted by access to content, queries made through the Services or other information. You acknowledge that display of an advertisement or promotion on the Services does not reflect approval or endorsement of the advertiser of any of its products or services by Company. Company shall not be responsible or liable for the statements or conduct or any advertisers appearing on the Site and you shall be solely responsible for any transactions you have with an advertiser.

## **18. Changes to These Terms**

Company may make changes to the Terms from time to time. When these changes are made, any new Terms will be made available to you from within, or through, the Services. You understand and agree that if you use the Services after the date as of which the Terms have changed, Company will treat your use as acceptance of the updated Terms.

## **19. Dispute Resolution; Binding Arbitration and No Class Relief**

Except with regard to the enforceability of the arbitration agreement contained herein, which shall be governed by the Federal Arbitration Act, the Terms, Privacy Policy and any other legal notices published by Company on the Site shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska, without regard to conflict of law principles.

In the unlikely event an issue arises, except in relation to intellectual property rights as set forth above, Company and the User each agree to resolve any dispute arising out of or relating to, in any way without limitation, the Terms, the Privacy Policy, or the use of the Site, through binding arbitration with no class relief, instead of in courts. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Any arbitration under this provision will take place on an individual basis; class arbitrations and class actions are not permitted. The arbitration shall occur in Omaha, Nebraska unless the parties mutually agree in writing to an alternate location. Unless the parties mutually agree to the contrary in writing, the decision of the arbitrator(s) shall be final and binding upon both parties, except for any right of appeal provided by the Federal Arbitration Act.

Failure by Company to enforce any provision(s) of the Terms shall not be construed as a waiver of any provision or right. If any provision of the Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The User may not assign, transfer, or otherwise convey any rights granted hereunder; provided that, Company may assign any of the foregoing without notice or prior written consent. The Terms shall inure to the benefit of Company, its successors and assignees. The Terms, the Privacy Policy, and any other legal notices published by Company on the Site, shall constitute the entire agreement between you and Company regarding use of the Site.

## **20. Contact Information**

If you have any questions or comments about these Terms, please send an email to [info@metonic.net](mailto:info@metonic.net).