

# PLK Communities Terms and Conditions of Use

*Last Updated: 2.7.25*

## 1. Introduction

Welcome to PLK Communities (“PLK,” “we,” “our,” or “us”). These Terms and Conditions (“Terms”) govern your use of our website at [www.plkcommunities.com](http://www.plkcommunities.com) (the “Website”) and your use of any of the PLK Community individual websites. By accessing or using the Website, you agree to comply with these Terms. If you do not agree, please do not use the Website.

PLK reserves the right to modify these Terms at any time. Continued use of the Website following any changes indicates your acceptance of the updated Terms

## 2. Use of the Website

The Website provides information about PLK Communities, our properties, leasing opportunities, and related services.

By using this Website, you agree to:

- Use the content for **personal, non-commercial purposes only**.
- **Not copy, distribute, modify, or republish** any content without PLK’s express written permission.
- **Not attempt to gain unauthorized access** to any systems, networks, or data related to the Website.
- **Not engage in fraudulent, abusive, or harmful activity** while using the Website.

PLK Communities reserves the right to restrict or terminate access to users who violate these Terms.

## 3. Use of Copyrighted Materials/Trademarks

All content, including text, images, videos, logos, and trademarks, is owned by or licensed to **PLK Communities** and protected under **U.S. copyright and trademark laws**.

You may **not**:

- Copy, modify, distribute, or reproduce any materials without express written permission from PLK.
- Use PLK’s trademarks, logos, or branding for commercial purposes without consent.
- Claim any affiliation with PLK without authorization.

Any unauthorized use of PLK’s intellectual property may result in legal action.

## 4. Hyperlinks to Our Website

You are granted a **limited, non-exclusive** right to create a hyperlink to the **homepage of PLK Communities**, provided that:

- The link does not misrepresent PLK’s services.
- The link does not portray PLK in a false, misleading, derogatory, or defamatory manner.
- You do not use PLK’s logos or trademarks without permission.

PLK reserves the right to request the removal of any unauthorized hyperlinks.

## 5. Links to Third-Party Websites

The Website may include links to third-party websites for informational purposes. **PLK Communities does not endorse, control, or take responsibility** for these external websites.

- **Accessing third-party links is at your own risk.**
- PLK is **not responsible for content, security, or privacy policies** on third-party sites.
- We encourage users to review the **terms and policies of any third-party website** before using them.

## 6. Communications & Consent to Receive SMS and Email Messages

By providing your phone number and/or email address, you consent to receiving communications from PLK Communities via **SMS (text messages) and email**, including:

- Property updates, leasing information, and promotional offers.
- Account-related notifications, service alerts, and event reminders.

### SMS Messaging Consent

- By opting into PLK's text messaging service, you agree to receive messages related to leasing, promotions, and community updates.
- Message frequency varies based on engagement.
- Standard message and data rates may apply.
- To opt out at any time, reply "**STOP**" to any message.
- For assistance, reply "**HELP**" or contact **513.561.5080**.

### Email Communication Consent

- By providing your email, you consent to receive electronic communications from PLK Communities, including leasing specials, resident updates, and service notices.
- You may **unsubscribe** from promotional emails at any time by clicking the "**Unsubscribe**" link included in emails.

PLK Communities adheres to **FTC regulations** and **TCPA compliance** regarding consumer privacy and consent.

## 7. Noninterference & Website Security

Users must **not**:

- Attempt to interfere with the security or functionality of the Website.
- Introduce viruses, malware, or any other malicious code.
- Use automated tools to scrape, extract, or collect data from the Website without permission.

PLK reserves the right to take legal action against any misuse or unauthorized access.

## 8. Disclaimer of Warranties

PLK Communities provides this Website "**as is**" without any guarantees. We do **not** warrant that:

- The Website will be **free of errors or interruptions**.
- Any content or information will be **accurate or up to date**.
- The Website will always be available or secure.

Your use of the Website is **at your own risk**.

## 9. Limitation of Liability

PLK Communities will **not be liable** for:

- **Any direct, indirect, or incidental damages** arising from Website use.
- **Loss of data, revenue, or business opportunities** caused by technical issues, security breaches, or service interruptions.

In **no event** will PLK's total liability exceed **\$100**.

## 10. Press Releases

PLK Communities publishes press releases for informational purposes only.

- The information in press releases is considered accurate at the time of publication.
- PLK has no obligation to update or revise any press release content.
- Any reliance on press releases for investment or legal decisions is **at your own risk**.

## 11. Fair Housing Statement

PLK Communities is committed to **Fair Housing compliance** and does not discriminate based on:

- Race, color, religion, national origin, sex, familial status, disability, or any other protected class.
- Reasonable accommodations for disabilities will be made when required.

For any Fair Housing concerns, please contact **info@plkcommunities.com**.

## 12. Indemnification

You agree to **defend, indemnify, and hold harmless PLK Communities** from any claims, liabilities, or damages arising from:

- Your violation of these Terms.
- Your use of the Website in any unlawful or harmful way.

This includes **legal fees and expenses**.

## 13. General Provisions

- **Enforcement:** These Terms are governed by the **laws of the State of Ohio**.
- **Jurisdiction:** Any legal disputes must be resolved in **state or federal courts located in Ohio**.
- **Severability:** If any part of these Terms is found to be unenforceable, the remaining Terms will continue in full effect.
- **No Waiver:** Failure to enforce any provision of these Terms does **not** constitute a waiver of PLK's rights.

## 14. Contacting PLK Communities

- **For property-related inquiries:** Please log into your **Resident Portal** to contact your property manager.
- **For website-related questions:** Email us at **info@plkcommunities.com**.
- **For direct corporate contact:** Call **513.561.5080**.

**By using this Website, you acknowledge that you have read, understood, and agreed to these Terms & Conditions.**