

## Terms of Use

Welcome to this web site (the "Site"), which is operated by The Habitat Company LLC and our affiliates for ourselves and on behalf of various property owners ("Habitat", "us", "we" or "our"). By accessing the Site, you hereby agree that you are at least eighteen (18) years of age and bound by all of the following provisions of these Terms of Use.

## Description of Services

Habitat provides information and services through the Site, including, without limitation, the services identified below (collectively, the "Services"). Use of the Services may require users to provide personally identifiable information. Please review Habitat's Privacy Policy which also is available on this Site. The Privacy Policy explains the terms and conditions governing Habitat's collection, use, and disclosure of personally identifiable information.

1. Research Habitat & its Properties: The Site provides users with access to a rich collection of information and data about Habitat, including many of its affiliates and associated companies and properties. Users are able to browse properties, receive information on each of the divisions of Habitat, read featured stories and press releases and access news articles, search the Site to find content that interests them and read about the history and organizational structure of Habitat.
2. User Submissions: Users can submit inquiries via an email form, submit a resume in consideration for a position of employment at Habitat or any of its properties and request to be notified when an item of interest becomes available in the press and news section.
3. Online Residential Transactions: Habitat may make available services that allow users to interact with their management offices online, including rent and assessment payment (whether through credit card, debit card, ACH debit or otherwise), lease applications and renewal, checking account balance and payment history, and scheduling unit maintenance and enhancements.
4. Interactive Forums: Habitat may make available bulletin boards, message boards, chat rooms or other forums (collectively, the "Forums") to give users 18 years of age or older a community forum in which to share up-to-date community news and other messages, and post classifieds and other notices offering goods for sale.
5. Procurement: Habitat may make available procurement opportunities for vendors to submit information on their companies or to respond to and/or bid on specific projects.

## Site Content

Except as otherwise provided herein, all content on the Site, including, without limitation, photographs, illustrations, architectural plans, designs, text, graphics, pictures, video, information, applications, software, and other files, and their selection and arrangement (collectively, "Site Content"), is owned by Habitat or its licensors. No Site Content may be reproduced, sold, published, distributed, modified, displayed, performed, re-posted or otherwise used in any way or for any other purpose without Habitat's prior written consent. The foregoing does not apply to your own or any third-party content that is legally posted on the Site, for example in the Forums. In addition, you have permission to access and use the Site

and the content on the Site, and to download or print a copy of any portion of the content of the Site solely for your personal, non-commercial use, provided that you keep any and all copyright or other proprietary notices intact.

### **Third-Party Content**

You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials posted on, transmitted through, or linked from the Services by you or a third party ("Third-Party Content"), are the sole responsibility of the person from whom the Third-Party Content originated. Habitat takes no responsibility for Third-Party Content and does not have any obligation to monitor such content. Habitat does not endorse, support, monitor, represent or guarantee the truthfulness, accuracy, or reliability of any Third-Party Content or endorse any opinions expressed by such third parties. You acknowledge that any reliance on Third-Party Content will be at your own risk.

### **Interactive Forums**

Habitat may offer Forums to give users 18 years of age or older a community forum in which they can share up to date community news and other messages, and post classifieds and other notices offering goods for sale. Habitat and its affiliates do not endorse the accuracy or reliability of any advice, opinion, statement or information posted on the Forums. Please use your best judgment, and be respectful of other individuals using these Forums. By posting a message in one of the Forums, you agree to abide by these Terms of Use. You may not use the Site's Forums to engage in any Prohibited Conduct listed below. Uploading copyrighted or other proprietary content of any kind on the Site without the express permission of the owner of that content is strictly prohibited and may result in civil and/or criminal liability.

### **Copyright Information**

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### **Trademark Information**

You acknowledge that the Site Content includes certain trademarks and service marks (e.g., HABITAT, THE HABITAT COMPANY and HABITAT@HOME), all of which are owned by Habitat. You agree not to copy, use or otherwise infringe upon or dilute these trademarks or service marks. You further agree that you will not alter or remove any trademark, copyright or other notice from any copies of the Site Content.

### **Copyright Complaints**

It is the policy of Habitat to respond to claims of intellectual property infringement. When we receive proper notification of an alleged copyright infringement, as defined under the Digital Millennium Copyright Act ("DMCA"), we promptly remove or disable access to the allegedly infringing material. Notice must be submitted to the following Designated Agent for this Site:

The Habitat Company LLC

Attn: Chief Information Officer & General Counsel

350 Hubbard Street

Chicago IL 60654

TELEPHONE: (312) 527-5400

FAX: (312) 527-4639

E-MAIL: [webinfo@habitat.com](mailto:webinfo@habitat.com)

To be effective, notification must be a written communication sent to Habitat's Chief Information Officer & General Counsel, and the communication must contain substantially the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. 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.
3. 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.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has 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.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **Repeat Infringer Policy**

In accordance with the DMCA and other applicable law, Habitat has adopted a policy of terminating, in appropriate circumstances and at Habitat's sole discretion, users who are deemed to be repeat infringers. This repeat infringer policy does not prevent Habitat, in its sole discretion, from limiting access to the Site of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **Prohibited Conduct**

The following is a partial list of the kinds of activities that are prohibited on or through the Site: (a) the uploading, posting or otherwise transmitting of any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) the uploading, posting or other transmittal of any content that infringes upon or otherwise violate any patent, trademark, trade secret,

copyright or other proprietary rights of any party or third party; (c) submitting Third-Party Content that is false, deceptive, misleading, deceitful, or constitutes "bait and switch"; (d) advertising any illegal service or any items the sale of which are prohibited or restricted by any applicable law; (e) the uploading, posting or other transmittal of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (f) the uploading, posting or other transmittal of any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, degrade, divert, or limit the functionality of any computer software or hardware or telecommunications equipment; (g) intentionally or unintentionally violating any applicable local, state, national or international law; (h) using any robot, spider or other automated device, or a manual process, to monitor or copy web pages or the Site Content or for any other unauthorized purpose without Habitat's prior written permission; (i) using any device, software or routine to interfere or attempt to interfere with the proper working of the Site; (j) "stalking" or otherwise harassing another; (k) promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons; (l) attempting to access the accounts of others, or attempting to penetrate security measures of Habitat or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data; and (m) sending of the same or substantially similar unsolicited electronic mail message, whether commercial or not, to a large number of recipients. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates the use of Habitat, the Services, Habitat's equipment or any of Habitat's electronic mail addresses.

## **Privacy Policy**

Please review Habitat's Privacy Policy which also is available on this Site. The Privacy Policy explains the terms and conditions governing Habitat's collection, use, and disclosure of personally identifiable information.

## **Links**

The Site may contain links to other web sites or access to third-party content. Habitat does not control, endorse, or guarantee content found on these third-party sites, and Habitat is not responsible for any third-party sites or content contained therein. Habitat will not knowingly link to sites containing information, illustrations or photographic representations or reproductions of material which may be deemed illicit, obscene or pornographic in nature. A link to a third-party web site does not imply approval or endorsement of that site by Habitat. Habitat shall not be liable for any loss or damage associated with your use of Third-Party Content.

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## **No Resale of Services**

You may not duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services or access to the Services.

## **Modifications to Services**

Habitat reserves the right to modify, suspend or discontinue all or a portion of the Services with or without notice. You agree that Habitat shall not be liable to you for any modification, suspension or discontinuance of the Services.

## **Termination of Services**

You understand and agree that, in Habitat's sole discretion, and without prior notice, your access to this Site or the Services may be terminated or suspended, and Habitat may exercise any other remedy available and remove any Third-Party Content, if Habitat believes that your use of the Site and/or any Third-Party Content you provide (a) violate (i) these Terms of Use, (ii) the rights of Habitat or another user of the Site, or (iii) any law or regulation, or are otherwise inappropriate or (b) constitute fraudulent activity of any nature. You agree that monetary damages may not provide a sufficient remedy to Habitat for violations of these Terms of Use, and you consent to injunctive or other equitable relief for such violations without the requirement that Habitat post a bond. Habitat is not required to provide any refund to you if you are terminated as an unauthorized user of the Site because, in Habitat's sole discretion, you have violated these Terms of Use.

## **Disclaimer of Warranties.**

1. THIS SITE IS PROVIDED ON AN "AS IS" BASIS. HABITAT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE OF TRADE AND NON-INFRINGEMENT.
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YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR RECEIPT OF ANY SUCH MATERIAL.

5. THE POSTING OF JOBS BY US OR YOUR SUBMISSION OF A RESUME SHALL NOT MEAN THAT YOU ARE CONSIDERED AN APPLICANT OF A JOB AT HABITAT NOR SHALL IT BE DEEMED THE OFFER OF A JOB TO YOU; YOU ARE NOT CONSIDERED AN APPLICANT UNTIL YOU HAVE BEEN CONTACTED BY A HABITAT REPRESENTATIVE AND INFORMED OF THAT STATUS. IF THAT OCCURS, YOU MAY BE ASKED TO COMPLETE AN EMPLOYMENT APPLICATION AND/OR BEGIN THE INTERVIEW OR JOB-RELATED TESTING PROCESS. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE JOB POSTINGS REMAIN ACCURATE.
6. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HABITAT, THE SITE OR THE SERVICES SHALL EXPRESSLY CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS.

### **Limitation of Liability**

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### **Representations/Indemnity**

You hereby represent and warrant that (a) you have all necessary authority, rights and permissions to submit any Third-Party Content to the Site, (b) the Third-Party Content does not and will not infringe or misappropriate any copyright, trademark, trade secret, patent or other intellectual property right of any third party, including any rights of privacy or publicity, and (c) the Third-Party Content does not and will not violate any applicable law or regulation, or cause injury to any person. You agree to release, defend, indemnify and hold Habitat, its affiliates, licensors, and their respective officers, directors, managers, members, employees, agents and contractors harmless from and against any and all claims, costs, demands or expenses, including attorneys' fees, arising from (i) any distribution, publication, refusal to publish, removal, deletion, movement, editing or other use of the Third-Party Content you provide, (ii) your use of the Site or any reliance on Third-Party Content, (iii) your breach of these Terms of Use, or (iv) any actual, prospective or terminated sale or other transaction between you and a third party.

## **Governing Law**

Any dispute arising by virtue of your access to or use of this Site or the Services shall be governed by Illinois law without giving effect to any rules of conflicts of law, and shall be subject to the exclusive jurisdiction of the federal or state courts located in Cook County, Chicago, Illinois, USA.

## **Contact Information**

Any questions regarding these Terms and Conditions should be directed to: [webinfo@habitat.com](mailto:webinfo@habitat.com).

## **General Information**

The Terms and Conditions constitute the entire agreement between you and Habitat with respect to your use of the Site and the Services. The failure of Habitat to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found to be invalid by a court of competent jurisdiction, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the applicable provision, and to the other provisions of the Terms and Conditions shall remain in full force and effect. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Services or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose. The section headings are for convenience only and have no legal or contractual effect.

## **Changes to these terms**

Habitat may update these Terms of Use from time to time. When we change these terms in a material way, a notice will be posted on the Site along with the updated Terms of Use. Your continued use of the Site after such notice constitutes acceptance of such changes.

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