

PRIVACY POLICY AND TERMS OF USE OF THE INFINITY PROPERTY COLLECTION WEBSITE

The following Privacy Policy and Terms of Use govern your interaction with the Infinity Property Collection website and the online services associated therewith.

The Infinity Property Collection Website (“Infinity,” “we,” “us,” “our”) is a website which displays and provides access to information regarding the availability of both commercial and residential property offered by various entities affiliated with Infinity Communities, LLC. In that connection, Infinity has implemented measures designed and intended, subject to certain limitations, to protect the privacy of your personal information, as described below in our Privacy Policy.

Inasmuch as we periodically review and may, as a result of such reviews, change either or both of the Privacy Policy and/or the Terms of Use from time to time; we recommend that you bookmark and periodically review this page to ensure your ongoing familiarity with the most current versions of the Privacy Policy and Terms of Use. You can determine whether we have changed either the Privacy Policy or the Terms of Use by checking each respective date when either “Adopted” or “Revised” as is set forth at the bottom of each of the Privacy Policy and the Terms of Use, respectively. By accessing and using our website, you agree that you have read, understand and agree to our Privacy Policy and Terms of Use then in effect. If you do not agree with our Privacy Policy or Terms of Use, your sole remedy is to discontinue use of our website. If you wish to contact us about privacy issues and/or a violation of our Privacy Policy and/or the Terms of Use or any other issue, please do so via the contact information provided on our “Contact Us” page.

I. PRIVACY POLICY:

A. **THE INFORMATION WE GATHER WHEN YOU VISIT.** When you visit our website, we gather **two types of information about users** of our website:

1. Non-personally identifiable information:

a. We collect and aggregate information indicating, among other things, which pages of the website were visited, the order in which they were visited and which hyperlinks were "clicked." Collecting such information involves the logging of the IP addresses, operating system and browser software used by each visitor to our website. If your IP address is *dynamically assigned* by your internet service provider, or ISP, we can identify your ISP and determine the geographic location of your point of connectivity.

b. We also use "cookies" (i.e. small text files placed on your computer hard drive by our servers) to help us determine the type of content and sites to which you link, the length of time you spend at

any particular area of our website and which services you choose to use. Essentially, cookies are your identification card. Cookies can only be read by the server that placed them and are unable to execute any code or virus. Cookies allow us to serve you better and more efficiently and to personalize your experience at our website. Nevertheless, you should be able to control how and whether cookies will be accepted by your web browser. For more information on how to do so, please refer to the documentation accompanying your browser.

2. **Personally identifiable information:** We may collect personally identifiable information about you through various means. In certain areas of our website - for example, when using the "contact us" page - you may directly provide us with personally identifiable information (including, for example, first and last name, company, street address, email address and telephone number) of you and others. If your IP address is *statically assigned* by your ISP, we may also collect personally identifiable information about you through our logging of your IP address. We do not knowingly collect personally identifiable information from children (i.e. minors younger than 13 years of age). **Therefore, if you are a minor, your parent or guardian should read this policy and request any information you are seeking from us on your behalf. BY PROVIDING PERSONALLY IDENTIFIABLE INFORMATION TO US, YOU REPRESENT THAT THE PERSON WHOSE INFORMATION YOU ARE PROVIDING IS NOT A MINOR.**

B. HOW WE USE (AND DO NOT USE) THE INFORMATION WE GATHER

1. **NO RESPONSIBILITY FOR THIRD PARTIES:** WE CANNOT AND DO NOT ASSUME ANY RESPONSIBILITY FOR ANY ACTIONS OR OMISSIONS OF THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO OUR BUSINESS ASSOCIATES, AFFILIATES, LICENSORS, SUPPLIERS, REPRESENTATIVES AND AGENTS AND WHICH MAY HAVE LINKS TO AND/OR FROM OUR WEBSITE, INCLUDING, BUT NOT LIMITED TO THE MANNER IN WHICH THEY USE INFORMATION RECEIVED FROM US OR FROM YOU DIRECTLY OR INDEPENDENTLY. IF WE RECEIVE YOUR PERSONALLY IDENTIFIABLE INFORMATION FROM A THIRD PARTY, WE WILL USE SUCH INFORMATION IN ACCORDANCE WITH WRITTEN AGREEMENTS (IF ANY) WITH SUCH THIRD PARTY, BUT DO NOT ASSUME ANY OBLIGATION TO YOU. UNLESS OTHERWISE EXPLICITLY STATED, WE ARE NOT RESPONSIBLE FOR PRIVACY PRACTICES OF THIRD PARTIES OR THE CONTENT OF THEIR WEBSITES, INCLUDING SUCH

SITES' USE OF ANY INFORMATION COLLECTED WHEN VISITORS TO OUR WEBSITE CLICK THROUGH LINKS TO THOSE SITES. WE STRONGLY ENCOURAGE YOU TO BECOME FAMILIAR WITH THE PRIVACY PRACTICES OF THOSE SITES. IF YOU FEEL THAT ANY THIRD PARTY IS IMPROPERLY COLLECTING OR USING INFORMATION ABOUT YOU, YOU MAY WISH TO CONTACT SUCH THIRD PARTY.

2. **Non-personally identifiable information**: We use non-personally identifiable information in aggregate form to build higher quality, more useful online services by performing statistical analyses of the collective characteristics and behavior of our visitors and by measuring demographics and interests regarding specific areas of our website. We may provide statistical information based on this data to current and potential business associates and/or affiliates, licensors, suppliers, representatives and agents. We may also use the aggregate data to inform our business associates, affiliates, licensors, suppliers, representatives and agents as to the number of people who have seen and clicked on links to their websites. If we sell or transfer some or all of our assets or our company, we may sell or transfer non-personally identifiable information as part of such transaction.

3. **Personally identifiable information**: If you provide your personally identifiable information to us, we may use it to email or send you information regarding our company and the services that we offer. If you do not wish to receive such information from us, please see "Unsubscribing from our Marketing Distribution Lists" below.

We may provide personally identifiable information we collect from you to third parties, who may assist us in processing your requests and sending information to you and will provide personally identifiable information we collect to third parties, as required by law or to enforce our rights. In addition, if we sell or transfer some or all of our assets or our company, we may sell or transfer personally identifiable information as part of such transaction.

We reserve the right to release information (with or without a subpoena, warrant or other court order) contained within our access logs concerning any visitor when we reasonably believe that such visitor has violated our Terms of Use, Privacy Policy or other published guidelines or has participated in any illegal activity. We also reserve the right to release such information in response to court and governmental orders, civil subpoenas, discovery requests and as otherwise required by law. We cooperate with law enforcement agencies in identifying those who may be using our servers or services for illegal activities and may report any suspected illegal activity to appropriate authorities for investigation or prosecution.

C. UPDATING YOUR PERSONALLY IDENTIFIABLE INFORMATION:

If you have provided us with your personally identifiable information through our website, you may update such information by contacting us via the contact information provided on our "contact us" page.

D. UNSUBSCRIBING FROM OUR MARKETING DISTRIBUTION LISTS:

If you would like to unsubscribe from our marketing distribution lists, please contact us via the contact information provided on our "contact us" page. We will use commercially reasonable efforts to comply with your request with ten business days. Keep in mind, however, that residual information will remain within our databases, access logs and other records. We will not use the residual information for commercial purposes, but reserve the right to re-contact former customers or users of our website from time to time in compliance with applicable laws.

Infinity Property Collection Website Privacy Policy Adopted October 30, 2014

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II. TERMS OF USE.

In addition to the foregoing, your access to the Infinity Property Collection website is subject to the following Terms of Use which we may update at any time and from time to time without notice to you. By accessing and using our website, you agree that you have read, understand and agree to our Privacy Policy and Terms of Use then in effect. You can determine when our either our Privacy Policy or Terms of Use was last revised by checking the date when "Adopted" or "Revised" at the bottom of the Privacy Policy and/or the Terms of Use, respectively. If you do not agree with our Privacy Policy or Terms of Use, your sole remedy is to discontinue use of our website.

There is no cost to use our non-fee based services. Our website may not be available at all times or in all areas. We reserve the right at any time in our sole discretion, without notice or liability to you and/or any third party to (x) deny service, (y) modify or (z) discontinue our website or the services we offer or to charge fees for the use of our website.

A. Our Proprietary Rights: The information and materials provided on and through our website, including, but not limited to all data, text, graphics, images, audio and video clips, logos, icons, software and links (collectively "materials"), are and shall remain our property and/or that of our business associates, affiliates, licensors and suppliers and is protected by copyright, trademark and other proprietary rights and laws. Except as expressly permitted in these Terms of Use, you may not reproduce, distribute, display or perform (publicly or otherwise), prepare derivative works of, modify, make, sell, offer to sell, import or otherwise exploit any materials without our prior written consent, which may be given or withheld in our sole and subjective discretion;

and if we so require, only upon the prior written consent of our business associates, affiliates, licensors and suppliers. The trademarks, trade names and service marks on our website are either our property or that of third parties (each a "Mark," and collectively, "Marks." No use by you or any third party of any of the Marks, may be made without our prior written consent, to be given or withheld in our sole and subjective discretion. Except as permitted above, no license or right, express or implied, is granted to any person under any of our or our licensors' Marks or other proprietary rights. Misuse of any of our or our licensors' Marks and/or property rights including but not limited to intellectual property rights is prohibited. We will aggressively enforce our property rights, pursuant to all applicable law.

B. Code of Conduct: While using our website and materials, you agree to comply with all applicable laws, rules and regulations. In addition, we expect users of our website to respect the rights and dignity of others. Without limitation of the foregoing, you agree not to:

- Restrict or inhibit any other visitor or member from using our website, including, without limitation, by means of "hacking" or defacing any portion of our website;
- Transmit or otherwise make available in connection with our website:
 - Any content or information that is fraudulent, threatening, intimidating, abusive, libelous, defamatory, obscene, indecent, pornographic or otherwise objectionable or would give rise to criminal or civil liability,
 - Any material, non-public information about companies without the authorization to do so,
 - Any content or information that encourages conduct that constitutes a criminal offense or that encourages or provides instructional information about illegal or potentially illegal activities,
 - Any content or information that is or may be protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express consent of the owner of such right, or
 - Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except with our prior written consent);
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, trojan horses, easter eggs, web bugs, cancelbot, "spyware," defects, date bombs, time bombs or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or

telecommunications equipment or any other actually or potentially harmful, disruptive or invasive code or component;

- Interfere with or disrupt the operation of our website or the servers or networks that host our website or make our website available or disobey any requirements, procedures, policies or regulations of such servers or networks;
- Impersonate any person or entity, including but not limited to, any of our agents or representatives, falsely state or otherwise misrepresent your affiliation with any person or entity or express or imply that we endorse any statement you make, without our prior written consent;
- "Frame" or "mirror" any part of our website without our prior written consent;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mind" or in any way determine, archive, reproduce or circumvent the navigational structure or presentation of our website or its contents;
- Create a database by systematically downloading and storing all or any of the materials from our website; or
- Interfere with or violate any other website visitor's or user's right to privacy or other rights or harvest or collect information about website visitors or users without their express consent.

C. Our Information: Although we strive to provide materials that are both useful and accurate, laws, regulations, data and other information change frequently and are subject to varying interpretations. In addition, the facts and circumstances of every situation differ. Accordingly, although we endeavor to use reasonable care in assembling the materials, the materials may not be up-to-date, accurate or complete. Therefore, we shall not have any liability in connection with your reliance thereon. Please contact us at our contact information provided on our "contact us" page to determine whether you have the most recent version of the materials made generally available by us. Notwithstanding the foregoing, please be advised that even the most recent version available from us may not be up-to-date, accurate or complete.

If and to the extent that all or any portion of the materials on or available through our website have been contributed to our website by various persons, which may include, but shall not be limited to industry specialists and service providers. The inclusion of such information does not indicate any approval or endorsement of such providers, and we expressly disclaim any liability with respect to the foregoing.

- D. Your Information:** You may provide personal and other information to us, such as through our "contact us" page on our website, or if your IP address is *statically assigned* by your ISP. By providing us with information or materials, unless you otherwise specify in writing to us at such time, you grant to us a perpetual, irrevocable, fully paid-up, transferable, sublicenseable (through multiple levels), non-exclusive, worldwide right and license to us, reproduce, distribute, display and perform (publicly or otherwise), prepare derivative works of and modify, make, sell, offer to sell, import and otherwise use and exploit all or any part of such information and materials in any form or media (now known or later developed) for any purpose, commercial or otherwise, without compensation or other obligation to you except as otherwise required by our Privacy Policy. You acknowledge that we own all right, title and interest in any compilation, collective work or derivative work created using or incorporating your information and materials. You represent that your information will be accurate, current and complete when provided to us. You also represent that you have the power and authority or capacity to grant us the above license, that your information and materials are not subject to any claims or encumbrances, and that your information and materials and our exercise of the above license do not and will not violate any law, rule or regulation or infringe, misappropriate or violate any patent, copyright, trademark, trade secret, publicly, privacy or other rights of any third party.
- E. Links:** Our website contains links to other Internet websites which may or may not be owned or operated by us. We have not reviewed all of the websites that are linked to our website, and we have no control over such sites. We are not responsible for the content of such websites, any updates or changes to such sites or the privacy or other practices of such sites. The fact that we offer links to other websites does not indicate any approval or endorsement of any material contained on any linked site. We are providing these links to you only as a convenience. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any linked site. Further, it is up to you to take precautions to ensure that whatever links you select or materials you download (whether from our website or other sites) are free of such items as viruses, worms, trojan horses, easter eggs, web bugs, cancelbot, "spyware," defects, date bombs, time bombs and other items of a destructive nature ("Destructive Interlopers"). We expressly disclaim any liability in connection with any Destructive Interlopers.
- F. Jurisdictional Issues:** Our website is solely directed to individuals residing in the United States. We make no representation that materials available on or through our website are appropriate or available for use in other locations. If you choose to access our website from other locations, you do so on your own initiative and at your own risk, and are responsible for compliance with applicable laws. We reserve the right to limit the availability of our website and the provision of any service, program or other product described on our website and the provision of any service, program or other product described

on our website to any person, geographic area or jurisdiction, at any time and in our sole discretion. You agree not to transport, import, export, or re-export all of any part of the materials to (or to a national or resident of) any country to which the U.S. has embargoed goods, or (b) any person or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You also represent, warrant and covenant to us that you are not located in or under the control of any such country or on any such list.

G. Termination: We may terminate your use of our website or any part of it at any time and for any reason without any notice to you. Neither we nor any of our affiliates will be liable to you or any third party for any termination of your access to any part of our website.

H. DISCLAIMERS AND LIMITATION OF LIABILITY: OUR WEBSITE AND THE MATERIALS ON AND OBTAINED THROUGH OUR WEBSITE ARE PROVIDED "AS IS" 'WHERE IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY. TO THE FULLEST EXTEND PERMISSIBLE PURSUANT TO APPLICABLE LAW, AND IN ADDITION TO AND NOT IN LIMITATION OF ANY OTHER DISCLAIMER BY US OR ANY OF OUR AFFILIATES, LICENSORS, SUPPLIERS, REPRESENTATIVES AND AGENTS DISCLAIM WE AND OUR BUSINESS ASSOCIATES, AFFILIATES, LICENSORS, SUPPLIERS, REPRESENTATIVES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NEITHER WE NOR ANY OF OUR BUSINESS ASSOCIATES, AFFILIATES, LICENSORS OR SUPPLIERS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO OUR WEBSITE OR MATERIALS CONTAINED ON OUR WEBSITE, ANY LINKED SITE OR ANY MATERIALS OBTAINED THROUGH OUR WEBSITE, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. INFINITY, ON BEHALF OF ITSELF, AND ITS BUSINESS ASSOCIATES, AFFILIATES, LICENSORS, SUPPLIERS, REPRESENTATIVES AND AGENTS DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED THAT YOUR USE OF INFINITY'S WEBSITE OR

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- I. **Indemnification:** You agree to indemnify, defend (if we so request) and hold us, our affiliates, licensors and suppliers and our and their directors, officers, employees, consultants, agents and other representatives (collectively, "indemnified parties"), harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees and other legal costs) and other expenses (collectively, "losses") that arise directly or indirectly out of or

from (a) your breach of these Terms of Use, (b) any allegation that any information or materials you submit to us or transmit to our website infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property, privacy or other rights of any third party; and (c) your activities in connection with our website. You also agree to reimburse each indemnified party on demand for any losses incurred by such indemnified party to which this indemnity relates.

J. Miscellaneous. These Terms of Use are governed by and construed in accordance with the laws of the State of Colorado, United States of America, without regard to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Denver, Colorado, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of these Terms of Use is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms of Use are not assignable, transferable or sublicenseable by you except with our prior written consent. No waiver by either party of any breach or default thereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms of Use is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

K. Questions. If you have any questions, comments or complaints regarding these Terms of Use or our website, feel free to contact us at our contact information provided on our "contact us" page.

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