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User Information: Some functionality of the Website may require the transmission of information provided by the User (“*User Information*”). User Information may include, but is not limited to, a User’s name, job title, place of employment, address, email address, and telephone

number. The User agrees to keep the User Information provided to the Website current at all times and to promptly update such information in the Website to the extent of any change. By using such functionality, the User consents to the transmission of User Information to THA and/or its agents and authorizes THA and/or its agents to record, process, and store such User Information as necessary for the Website functionality and for the purposes described in the Privacy Policy located [here](#), which is incorporated herein by reference.

Third Party Content: The User understands and agrees that THA does not control and is not responsible for any Content made available on the Website by other users. The User's use of, or reliance on, any information contained in such third party Content is at the User's sole risk. Under no circumstances will THA be liable for any such third party Content or for any loss or damage resulting from the User's use of, or reliance on, such third party Content.

Acceptable Use: The User's permitted use of the Website and Website Content is limited to the standard functionality of the Website. In no event may the Website be used in a manner that (i) is unlawful, fraudulent or deceptive, (ii) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any third party (including, without limitation, the rights of publicity or other proprietary rights), (iii) uses technology or other means not authorized by THA to access Website Content, (iv) attempts to introduce viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment, (v) attempts to gain unauthorized access to THA's systems or user accounts, (vi) encourages conduct that would constitute a criminal offense or that gives rise to civil liability, (vii) attempts to damage, disable or overburden THA's servers or networks, or (viii) fails to comply with applicable third party terms. The User must comply with all applicable third party Terms of Use (e.g., wireless carrier terms of service) at all times while using the Website. THA reserves the right to, in its sole discretion, terminate the license granted to the User hereunder and/or bring legal action against the User if the User engages in, or THA reasonably believes the User has engaged in or is engaging in, use that violates these Terms of Use. THA's failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms of Use.

Eligibility; Jurisdiction: The User represents and warrants that (i) the User is at least 18 years of age and is fully competent and able to enter into these Terms of Use and to abide by the terms hereof; (ii) the User is not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist support" country, and (iii) the User is not included on any U.S. Government list of prohibited or restricted parties. The Website is not intended for children under the age of 13. THA provides the Website for use in the United States of America. THA does not represent the Website is available or appropriate for use in other jurisdictions. Any access to or use of the Website from other jurisdictions is at the User's sole risk and the User is responsible for complying with all applicable local laws.

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Indemnity: Upon THA's request, the User agrees to indemnify, defend and hold harmless THA and its employees, contractors, officers, directors, and licensors from and against all claims, suits, demands, damages, liabilities, loss, cost, and expense (including reasonable attorneys' fees) that arise from: (i) the User's use or misuse of the Website; (ii) the User's violation of these Terms of Use; or (iii) the User's violation of any third party right, including without limitation any copyright, property or privacy right. THA reserves the right, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate with THA in asserting any available defenses.

Changes to Website: At any time and without notice to the User, THA may change or modify the Website, or any features or functions thereof, or may suspend or discontinue the Website, or stop supporting the Website, or any aspect thereof. Any such termination, change, suspension or discontinuance shall be without liability to the User.

Changes to Terms; Updates: THA reserves the right to change these Terms of Use at any time, and in its sole discretion, by changing these Terms of Use within the Website. The User's continued use of the Website after any such changes to these Terms of Use are made available through the Website will constitute the User's acceptance of those changes. These Terms of Uses shall govern any updates to, or supplements or replacements for, the Website unless separate terms are provided in conjunction with such updates, supplements or replacements - in which case such separate terms will apply.

Governing Law: These Terms of Use are governed by the laws of the State of Maryland and applicable federal laws of the United States of America, without giving effect to conflict of laws principles. The User irrevocably consents to the exclusive jurisdiction of the federal and state courts situated in Baltimore City, Maryland, for purposes of any legal action arising out of or related to these Terms of Use or use of the Website.

Agreement to Arbitrate: Any civil action, claim, dispute or proceeding arising out of or relating to access to or use of the Website will be resolved exclusively through final and binding arbitration, before a single arbitrator, rather than in court. The arbitrator, and not any federal, state or local court or agency, will have exclusive authority to resolve any dispute arising out of access to or use of the Website, and to arbitrate any part of these Terms of Use, including any claim that all or any part of the this section or these Terms of Use is void or voidable.

The arbitration will be conducted by the American Arbitration Association (the "AAA") exclusively in Baltimore City, Maryland, under the AAA's rules and procedures, as modified by this section. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's site at www.adr.org.

You and we will select the arbitrator, and if you and we are unable to reach agreement on selection of the arbitrator within 30 days after the notice of arbitration is served, then the AAA will select the arbitrator. Arbitration will not commence until the party requesting arbitration has deposited U.S. \$1,000 with the arbitrator for the arbitrator's fees and costs. The party requesting arbitration will advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

The arbitrator will decide the substance of all claims exclusively in accordance with the laws of the State of Maryland, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator will not be bound by rulings in prior arbitrations involving our other Users, but is bound by rulings in prior arbitrations involving the same User to the extent required by applicable law. Judgment upon any award rendered by the arbitrator is final, binding and conclusive upon you and us and your and our respective administrators, executors, legal representatives, successors and assigns, and may only be entered in the state or federal courts.

Prohibition of Class and Representative Actions and Non-Individualized Relief: EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND WE AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

Digital Millennium Copyright Act: If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing THA with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- 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;
- 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;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- 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
- 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.

You may direct copyright infringement notifications to THA at our e-mail address: service@towerhillatlantic.com.

You acknowledge that if you fail to comply with all of the requirements detailed above, your DMCA notice may not be valid.

If you believe that your content that was removed from the Website (or to which access was disabled) is not infringing, or that you have authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notice containing the following information to the DMCA Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Baltimore City, Maryland and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the DMCA Agent, THA may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider or user, the removed Content may be replaced, or access to it restored, after receipt of the counter-notice, at THA's sole discretion.

Contact: Any questions, complaints, or claims regarding the Website may be directed to our e-mail address at:

service@towerhillatlantic.com (please include "Terms of Use" in the Subject Line).

