

## Charleston Commercial Listings TERMS OF USE

Thank you for your interest in Charleston Commercial Listings. The following Terms of Use govern your use of the Charleston Commercial Listings web-based platform (www.CharlestonCommercialListings.com) and selected other domains ("Charleston Commercial Listings", the "platform" or the "website" or the "Service").

By accessing and/or using the website, you agree to follow and be bound by the terms and conditions below as well as our privacy policy and disclaimer (collectively, "The Terms of Use"). Please read the Terms of Use carefully. If you do not accept the Terms of Use, we do not permit your use of and access to Charleston Commercial Listings. Continued use of the website is considered acceptance of these Terms of Use and any modified and added terms of the Terms of Use. You should review frequently and regularly these Terms of Use since they may have changed since the last time you visited Charleston Commercial Listings. Any breach by you of the Terms of Use will automatically terminate this agreement and your permission from Charleston Commercial Listings to access and use Charleston Commercial Listings and /or its content. Each time you use Charleston Commercial Listings, your use indicates your full acceptance of and agreement to abide by the terms and conditions in its then current form.

Charleston Commercial Listings' platform provides a set of tools for commercial real estate sponsors, investors, and advisors. It is also a portal where sponsors, investors, and advisors may exchange information.

Charleston Commercial Listings does not give any advice or make any representations through Charleston Commercial Listings as to whether any security or investment is suitable or will be profitable.

You must be a real estate investor, commercial property sponsor or a provider of products or services to real estate investors and commercial real estate sponsors to have access to and use Charleston Commercial Listings.

### 1. AUTHORIZED USES

Charleston Commercial Listings and all text, graphics, information and other content displayed on the website shall be used in connection with your direct personal use of Charleston Commercial Listings as permitted by the Terms of Use. You may use Charleston Commercial Listings only for the following uses:

- as a platform to meet and network with commercial real estate investors sponsors, investors, and advisor,
- to share information, and
- to create opportunities for the capitalizing of real estate transactions.

Charleston Commercial Listings is not involved in the actual transactions between real estate investors and commercial real estate sponsors. All Users of the platform agree to be solely responsible for their own due diligence and the legal and regulatory compliance of any transaction they enter into, and Charleston Commercial Listings makes no representation or assurance about such matters and compliance. Users of the Charleston Commercial Listings platform are required to provide true and accurate information about their businesses and to update and maintain such information on the website, but Charleston Commercial Listings cannot and does not confirm the accuracy of any information provided.

### 2. DEAL AND DEAL SHARING FUNCTIONALITY

Charleston Commercial Listings does not sell, nor does it offer to sell, any securities. No information contained on Charleston Commercial Listings is intended to constitute, nor shall it be interpreted as, any such sale or offer to sell any securities. Charleston Commercial Listings is not a registered security broker or dealer and is not regulated under the securities laws.

Any sponsor, investor, or advisor member (a "member") who uses Charleston Commercial Listings in connection with a potential transaction does so at its own risk and is solely responsible for conducting its own legal, accounting and due diligence review. Charleston Commercial Listings recommends that all members who use Charleston Commercial Listings seek legal counsel to review compliance with applicable federal, state and/or foreign securities laws and regulations, as well as the counsel of regulatory, tax and accounting advisors, as applicable.

Deal information on Charleston Commercial Listings must only be provided to "accredited investors" who are familiar with and willing to accept the high risk associated with private investments. Any investor who intends to utilize Charleston Commercial Listings must be an "accredited investor", and it is your responsibility to verify such. A general solicitation or advertisement may result in the loss of an applicable securities law exemption.

All materials on Charleston Commercial Listings are strictly for informational purposes only. Charleston Commercial Listings is not involved in the preparation and furnishing of the member information on Charleston

Commercial Listings . Charleston Commercial Listings has not investigated, and is not responsible for, the accuracy or completeness of any information created and added by members on Charleston Commercial Listings .

### 3. TRANSACTION STATUS UPDATES

You agree to notify Charleston Commercial Listings promptly when investment opportunities discovered on the platform progress to either of the following stages:

- Letter of intent executed between members or advisors client
- Transaction closed with a Charleston Commercial Listings member or advisors client
- Transaction closed with a non-Charleston Commercial Listings member or advisors client

When you announce closed transactions via your website or press release or other broad disclosure methods, you agree that Charleston Commercial Listings may disseminate its own release to its constituents indicating its association with said transaction.

Charleston Commercial Listings may add your entity name to Charleston Commercial Listings' Member roster, which is presented from time to time on its website and in its marketing materials.

### 4. RESTRICTIONS

The use and access to Charleston Commercial Listings is subject to the following restrictions and conditions:

- You are not to place on Charleston Commercial Listings any information which is confidential, proprietary, insider information or other information not permissible under law, contractual agreement or fiduciary duty.
- You are not to send unsolicited commercial e-mail to any e-mail addresses provided on Charleston Commercial Listings .
- Spam and chain e-mails are prohibited.
- You may not redistribute, retransmit, republish, copy, duplicate, download or otherwise use or exploit any content on Charleston Commercial Listings except for purposes permitted by these Terms of Use.
- You may not use the Charleston Commercial Listings or any of its content in any manner inconsistent with or in violation of any applicable laws or regulations.
- You may not delete, modify or attempt to change or alter any of the content on Charleston Commercial Listings .
- You may not use any device, software or routine that interferes with the proper functioning of Charleston Commercial Listings or take any other action that interferes with other parties' use of Charleston Commercial Listings .
- You may not use any "robot", "spider", "scraper" or other automatic or manual device or process to compile information on Charleston Commercial Listings for any purpose other than for a generally available search engine.
- You may not, without express written authority from Charleston Commercial Listings, provide access to Charleston Commercial Listings through any hyperlink or other link from any other website nor may you frame Charleston Commercial Listings within or as a portion of any other website page.
- You may not use Charleston Commercial Listings to post or transmit any harmful, unlawful, threatening, offensive, libelous, defamatory, obscene, abusive, pornographic or otherwise objectionable material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or would otherwise violate the law.
- Any information sent to Charleston Commercial Listings via e-mail is not secure and is sent on a non-confidential basis and will be handled by us in accordance with our [Privacy Policy](#).
- Charleston Commercial Listings is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

### 5. NO PROFESSIONAL ADVICE

The information and materials contained on Charleston Commercial Listings does not constitute a recommendation or solicitation to purchase or sell any security or make any other type of investment or investment decision. If Charleston Commercial Listings provides professional information (for example, legal or financial), such information is for informational purposes only and should not be construed as professional advice. No action should be taken based upon any information contained on Charleston Commercial Listings . You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

### 6. DISCREPANCIES

In the event of any discrepancy between information displayed on Charleston Commercial Listings and information sent in paper or "hard copy" form to any user from time to time, the information contained in the hard copy version shall be deemed to be correct.

## 7. MEMBERSHIP REQUIREMENTS

- In order to gain full access to the information relating to the investment opportunities listed on Charleston Commercial Listings, you must register as a member of Charleston Commercial Listings (a "Member") by providing Charleston Commercial Listings with accurate, complete and updated member profile information (including accurate name, address, e-mail address, phone as required by the member profile forms on Charleston Commercial Listings, and agreeing to these Terms of Use). Members may not (i) activate or use more than one Member account; (ii) use a false or misleading address, or e-mail address to activate or use a Member account; or (iii) present or supply false or misleading information to any entity involved with Charleston Commercial Listings .
- If you open a Member account on behalf of a company, organization, or other entity, then (i) "you" includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf.
- You may never use another Member's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Charleston Commercial Listings immediately of any breach of security or unauthorized use of your account. Charleston Commercial Listings will not be liable for any losses caused by any unauthorized use of your account.
- By providing Charleston Commercial Listings your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers.

## 8. SERVICE RULES

You are solely responsible for your interactions with other Charleston Commercial Listings users. We reserve the right, but have no obligation to monitor disputes between you and other users. Charleston Commercial Listings shall have no liability for your interactions with other users, or for any user's action or inaction.

## 9. MEMBERSHIP TERMINATION

- Members may not knowingly allow a former Member whose membership has been terminated to use their accounts.
- Charleston Commercial Listings reserves the right to periodically monitor a Member's account and may request at any time that a Member provide proof in order to verify the accuracy of information provided by the Member at the time of registration or anytime thereafter.
- Charleston Commercial Listings may, in its sole discretion, terminate or suspend any Member's membership in and/or access to all or part of Charleston Commercial Listings for any or no reason, including, without limitation, breach of these Terms of Use or the Privacy Policy, or taking actions that are inconsistent with the intent of these Terms of Use. Charleston Commercial Listings shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms of Use or intent of these Term of Use. Any decision Charleston Commercial Listings makes relating to termination or suspension of any Member's account shall be final and binding.
- Any Member suspected of engaging in any fraudulent, abusive, manipulative or illegal activity may have their account terminated, and the Member may be referred to appropriate law enforcement agencies if such action is deemed warranted by Charleston Commercial Listings .

## 10. DISCLAIMER OF WARRANTIES

THE WEBSITE AND ALL CONTENT, MATERIALS, INFORMATION AND SERVICES PROVIDED ON THE WEBSITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE PLATFORM IS AT YOUR OWN RISK. CHARLESTON COMMERCIAL LISTING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND SECURITY AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. Charleston Commercial Listings MAKES NO WARRANTY, AND EXPRESSLY DISCLAIMS ANY OBLIGATION, THAT: (A) THE WEBSITE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THE CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, ACCURATE OR APPLICABLE TO YOUR CIRCUMSTANCES; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR ANY SERVICES OFFERED THROUGH THE WEBSITE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY CONTENT, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS.

## 11. LIMITATION OF LIABILITY

IN NO EVENT SHALL CHARLESTON COMMERCIAL LISTING OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO OR INABILITY TO ACCESS, OR USE OF, THE WEBSITE OR ANY CONTENT, MATERIALS, INFORMATION OR SERVICES PROVIDED THROUGH OR IN CONNECTION WITH THE WEBSITE, EVEN IF Charleston Commercial Listings WAS ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE AND/OR EVEN IF ANY REMEDY AVAILABLE TO YOU FAILS OF ITS ESSENTIAL PURPOSE. THIS LIMITATION ON LIABILITY APPLIES TO, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY DISABLING DEVICE OR VIRUSES WHICH MAY INFECT YOUR EQUIPMENT OR SYSTEM, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, DELAY IN OPERATION OR TRANSMISSION, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, BODILY INJURY, PROPERTY DAMAGE, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY IN SOME CIRCUMSTANCES. ACCORDINGLY, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

## **12. FURTHER LIMIT OF LIABILITY UPON FOREIGN USE**

Charleston Commercial Listings is controlled and operated from its facilities in the United States. Charleston Commercial Listings makes no representations that Charleston Commercial Listings is appropriate or available for use in other jurisdictions or locations. Those who access or use Charleston Commercial Listings from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use Charleston Commercial Listings if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on Charleston Commercial Listings are solely directed to individuals, companies, or other entities located in the United States.

## **13. PRIVACY**

Charleston Commercial Listings will treat any information we collect from you or which you submit to us in accordance with our [Privacy Policy](#).

## **14. CHILDREN**

Charleston Commercial Listings is not intended for children under the age of eighteen. For more information on the protection of children's personal information, see our [Privacy Policy](#).

## **15. USER CONTENT**

Charleston Commercial Listings permits users to post in some areas content such as profile information, comments, questions, and other content or information (any such materials a user submits, posts, displays, or otherwise makes available on Charleston Commercial Listings is defined as "User Content"). You retain ownership of your User Content.

You warrant that to the best of your knowledge, all of your User Content and other information that you provide is truthful and accurate. Charleston Commercial Listings takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the service. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Charleston Commercial Listings shall not be liable for any damages you allege to incur as a result of User Content.

The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from Charleston Commercial Listings. You understand and agree, however, that Charleston Commercial Listings may retain, but not display, distribute, or perform, server copies of User Content that have been removed or deleted. The above licenses granted by you in User Content for which the Service does not provide you a means to delete or remove are perpetual and irrevocable.

## **16. THIRD PARTY LINKS**

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## 17. SUBMITTED INFORMATION AND MATERIAL

By submitting information or other material to us, you grant Charleston Commercial Listings a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right to use, reproduce, modify, adapt, publish, create derivative works, and distribute such materials or portions of such materials, in any form or medium known or later developed, in furtherance of these Terms of Use and the actions and transactions contemplated hereby.

## 18. DO NOT MISUSE THE SYSTEM

- You will not and will not allow others to decompile, disassemble, reverse engineer, copy, use, merge, disclose, sell or transfer the underlying source code or structure or sequence of Charleston Commercial Listings' technology or delete or alter author attributes or copyright notices. You shall use the platform solely for your own use and shall not allow others to use the platform under or through your account.
- If you open a Member account on behalf of a company, organization, or other entity, then (i) "you" includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms of Use, and that you agree to these Terms of Use on the entity's behalf. By connecting to Charleston Commercial Listings with a third-party service (such as Facebook, LinkedIn, Twitter, etc.), you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.
- You may never use another Member's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Charleston Commercial Listings immediately of any breach of security or unauthorized use of your account. Charleston Commercial Listings will not be liable for any losses caused by any unauthorized use of your account.

## 19. INTELLECTUAL PROPERTY RIGHTS

The website (including the "look and feel" of the website) and all content thereon are the property of Charleston Commercial Listings, or of third parties as indicated, and is protected by U.S. copyright laws and international treaties. All product names, names of services, trademarks and service marks ("Marks") are the property of Charleston Commercial Listings, or the property of their respective owners, as indicated. You may not use the Marks for any purpose whatsoever other than as permitted by these Terms of Use.

## 20. INDEMNIFICATION

You agree to indemnify and hold harmless Charleston Commercial Listings from and against any and all liability, claims, causes of actions, damages, losses, costs and expenses, including but not limited to, attorneys' fees, costs of suit, costs of investigation and costs of enforcement of this provision arising out of your breach of these Terms of Use.

## 21. SUBMISSIONS

All information submitted to Charleston Commercial Listings via the website shall be deemed and remain the property of Charleston Commercial Listings and Charleston Commercial Listings shall be free to use, for any purpose, any idea, concepts, know-how or techniques contained in information a visitor to the website provides Charleston Commercial Listings through the website. Nothing contained herein shall be construed as limiting or reducing Charleston Commercial Listings' responsibilities and obligations to its customers in accordance with the Charleston Commercial Listings Privacy Policy.

## 22. ADDITIONAL TERMS

Certain sections or pages on Charleston Commercial Listings may contain separate terms and conditions, which are in addition to these terms and conditions. In the event of a conflict, the additional terms and conditions will govern for those sections or pages. Nothing contained herein shall supersede, alter or nullify the terms of any other agreements an investor has made or will make with Charleston Commercial Listings .

## 23. ACCEPTANCE OF TERMS OF USE

By accessing any part of [www.CharlestonCommercialListings.com](http://www.CharlestonCommercialListings.com), the user acknowledges that the user has read these Terms of Use and understands them and agrees to be bound hereby. If the user does not agree to any of the Terms of Use, the user should not use Charleston Commercial Listings as doing so constitutes agreement with these Terms of Use. If the user does not agree to any of these terms of use, the user should not continue accessing Charleston Commercial Listings .

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## 24. GENERAL

The information on Charleston Commercial Listings (including without limitation product descriptions, pricing and availability) may contain typographical errors or inaccuracies and may not be complete or current. Charleston Commercial Listings reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice to you.

Charleston Commercial Listings may modify these Terms of Use from time to time and at any time, such modifications to take effect immediately upon the posting thereof on Charleston Commercial Listings . These terms and conditions are severable to the extent any term is deemed invalid, illegal, or unenforceable.

The failure of Charleston Commercial Listings to enforce any term or condition of these Terms of Use shall not be deemed a waiver thereof and shall not prevent its later enforcement.

These Terms of Use are governed by the laws of the state of South Carolina, without respect to its conflict of laws principles. Jurisdiction for any claims arising under these Terms of Use shall lie exclusively with the state and federal courts located within Charleston, South Carolina, except that, to the extent that you have or are threatening to violate, infringe or otherwise misappropriate any intellectual property rights of Charleston Commercial Listings (or the intellectual property rights of any third parties made available on this Website), Charleston Commercial Listings may also seek injunctive or other appropriate relief in any other jurisdiction and venue permitted by law. You expressly consent to service of process in any action relating hereto by registered mail or by any other means provided by law. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

All comments, queries and requests relating to our use of your information are welcomed and should be addressed to the [support department](#).

Updated 3/7/2018