

Terms of Use and Privacy Policy

Terms of Use

This Agreement (the “Agreement” or “Terms of Use”) describes the practices of Continental Realty Corporation, its affiliates and agents (“CRC,” “we,” or “us”), in connection with CRC websites, including www.crcrealty.com, individual apartment pages, and individual commercial property pages (collectively, the “Sites”). Please read this Agreement carefully before accessing or using the Site. By accessing the Sites, you agree to be bound by this Agreement, which we may modify from time to time. CRC provides the information and services on the Sites to you, but only on the condition that you accept without modification of terms, conditions and notices contained in these Terms of Use and Privacy Policy, or elsewhere on the Sites. Your use of the Sites constitutes your agreement to all such terms, conditions and notices. The information and services offered on or through the Sites are provided with the understanding that neither CRC nor its users are engaged in rendering legal or other professional services or advice. CRC may make improvements and/or changes in the Sites at any time without notice.

Proprietary Rights

All materials on the Sites are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and U.S. and international laws, and owned or licensed by CRC. You may print or download one copy of written materials from the Sites for your personal noncommercial use only. No other use, reproduction, modification, display, distribution, sale, license, or transmission of or creation of derivative works based on any of the materials at the Sites is permitted without our express written permission.

User Contributed Material

You may not upload, post, transmit, or distribute any material to or through our Sites that (a) is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, or otherwise objectionable; (b) infringes on any patent, trademark, trade secret, copyright, right of publicity, or other intellectual property or proprietary right of any party; (c) constitutes unauthorized or unsolicited advertising, excessive messaging or transmission threatening server capacity, junk or bulk e-mail, a chain letter, any other form of unauthorized solicitation, or any form of lottery or gambling; (d) constitutes or encourages conduct that could constitute a criminal offense, cause civil liability, or otherwise violate any local, state, national, or international law or regulation; (e) contains a virus or any other code or program designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of ours or any third party; or (f) that impersonates any person or entity or misrepresents any affiliation with any person or entity.

By submitting any material to the Sites, such as a literary contribution, classified ad, or any other material, you grant us the royalty-free, perpetual, and irrevocable right and license to use, reproduce, display, perform, adapt, modify, and distribute that material worldwide in any form, media, or method now known or hereafter devised, for any purpose. You also understand and acknowledge that such submissions are accessible to all visitors to the Sites.

Although we do not monitor or edit the material posted by users that may be available on the Sites, we reserve the right to remove any material that we determine does not comply with the Terms or that we consider to be harmful, objectionable, or inaccurate; however, we are not responsible for any failure or delay to remove such material.

No Unlawful or Prohibited Use

As a condition of your use of the Sites, you warrant to CRC that you will not use the Sites for any purpose that is unlawful or prohibited by the terms of the Agreement. If you violate any of these terms, your permission to use the Sites automatically terminates, but the provisions of this Agreement concerning proprietary rights, warranty and liability disclaimer, indemnification, choice of law and form, time to bring actions, international use, severability and integration survive.

Links and Linking

The Sites may contain hyperlinks to websites operated by parties other than CRC. Therefore, clicking on a button or other form of link in the Sites may bring you to a site owned and operated by a party other than CRC. Such hyperlinks are provided for your reference only. CRC does not own or control such websites, and is not responsible for their contents. Inclusion of hyperlinks by CRC to such websites does not imply an endorsement of the material on such websites or any association with their operators, and you access and use such sites, including information, material, products and services therein, solely at your own risk. Furthermore, because the CRC privacy policy is applicable only when you are on our Sites, once linked to another website, you should read that site's privacy policy, particularly with respect to the Personal Information of children under the age of 13, before disclosing any Personal Information.

We reserve the right to require consent from our webmaster to allow a hypertext link to the Sites from any other website. We reserve the right to revoke our consent to any link at any time in our sole discretion.

Communications

By registering your mobile device or providing us with your mobile phone number, you agree to receive such SMS-based communications to the mobile number associated with your registered mobile device. To opt-out of receiving these SMS-based communications, follow the instructions in the body of the SMS message. In the event you elect to opt-out of such SMS-based communications, you may receive an additional message from the Service confirming your election. CRC does not warrant that the text messaging service will be uninterrupted or error free. By providing us with your email address, you agree to receive emails from time to time concerning products and services we offer. You have the right to opt out of further such communications at any time using the instructions provided in the email.

Warranty & Liability Disclaimer

Indemnification

You use the Sites at your own risk. CRC assumes no responsibility for any consequence relating

directly or indirectly to any action you take or inaction on your part based on the information, services or other material on the Sites or which you may access through the Sites. THE SITES ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WHILE CRC STRIVES TO KEEP THE INFORMATION ON THE SITES ACCURATE, COMPLETE AND UP- TO-DATE, CRC CANNOT GUARANTEE SUCH INFORMATION. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON THE SITES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CRC WILL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS RELATED TO, THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION. IN NO EVENT SHALL CRC BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITES OR WITH THE DELAY OR INABILITY TO USE THE SITES, OR FOR ANY INFORMATION, PRODUCTS, OR SERVICES OBTAINED THROUGH THE SITES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITES, WHETHER BASED ON CONTRACT, STRICT LIABILITY OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES THESE EXCLUSIONS MAY NOT APPLY TO YOU, AND OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. You agree to indemnify, defend and hold harmless CRC from any liability, loss, claim and expense (including attorneys’ reasonable fees, whether incurred in an action between us and you, or in any third party action) related to your use or misuse of the Sites, or violation of this Agreement.

Choice Of Law And Forum; Time To Bring Actions

This Agreement and your use of the Sites is governed by the laws of the United States and the State of Maryland, excluding its conflict of laws principles. You submit to the personal jurisdiction of the state and federal courts located in State of Maryland with respect to any legal proceedings that may arise in connection with the Sites or from a dispute as to the interpretation or breach of this Agreement. Any cause of action arising out of or relating to the Sites and this Agreement must be brought within one (1) year after the cause of action arose; otherwise such cause of action is permanently barred.

International Use

We do not represent that the Sites are appropriate or available for access from or use in countries outside the U.S. If you choose to access or use the Sites from outside the U.S., you are responsible for compliance with foreign and local laws.

Severability; Integration

This Agreement constitutes the entire agreement between you and us with respect to the Sites and supersedes all prior or contemporaneous communications and proposals, whether oral, written, or electronic, between you and us with respect to the Sites. If any part of this Agreement

is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intent of the parties reflected in this Agreement, and the remaining portions shall continue in full force and effect.

Termination

We may terminate this Agreement and your right to use the Sites with or without cause at any time, effective immediately. You may terminate your use of the Sites at any time by ceasing to use the Sites and destroying all copies of any materials obtained from the Sites then in your possession or under your control.

Equal Housing Opportunity

We are pledged to the letter and spirit of United States policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

Material on this server may be subject to the United States Federal Fair Housing Act of 1968, as amended, which makes it illegal to advertise “any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin or an intention to make any such preference, limitation, or discrimination.”

The laws and regulations of other jurisdictions may add prohibitions against discrimination based on age, parental status, sexual orientation, political ideology, financial status, and the like. Therefore, please contact your local government for additional information.

All dwellings within the United States advertised by CRC are available on an equal opportunity basis.

Privacy Policy

CRC values your trust, and the responsible use of information which identifies you is important to us. This Privacy Policy (“Privacy Policy” or “Policy”) describes the practices of CRC with information relating to you, your computer, or your device that enables your identification (“Personal Information”). Your use of our Sites is subject to this Policy, as well as the Terms of Use as set forth above. Please read this Policy carefully. Any questions or comments about this Policy or our processing of Personal Information can be directed to info@crcrealty.com.

Third Party Practices

The Privacy Policy of any vendor, advertiser or other service provider appearing on a site linked from the Sites may differ from ours. We encourage you to read that policy before responding to the offer or using that service.

Changes To Our Privacy Policy

We reserve the right to amend, update, remove, or revise our Privacy Policy at any time, so

please check this Policy periodically for changes. If we make any changes which are unacceptable to you, you may cease access to or use of the Sites. But if you continue to access or use our Sites after we post any such changes to the Privacy Policy, you will be deemed to have accepted the changes. Information we gather now will be used in accordance with our Privacy Policy in effect at the time of use. We expressly reject any terms and conditions proposed by you which are in addition to or which conflict with our Privacy Policy.

Collection of Personal Information from Users

Information You Provide

We collect, store, and use any Personal Information you voluntarily provide to us to communicate with you, respond to your requests for information or services, and improve our Sites and our services. This Personal Information may include your name, email addresses, postal addresses, and ZIP code.

In some circumstances, such as if you submit a rental application on the Sites and/or create an account on the Sites, Personal Information voluntarily provided by you may include additional information such as, Social Security number, driver's license number, prior addresses, monthly rent paid at prior residences, resumes, employers, job titles, income, telephone numbers, credit card information, bank account information and routing numbers, date of birth, gender, age, marital status, user name and password for the Sites (if you choose to create an account on the Sites), emergency contact information, information about your pets, information about your vehicles including license plate numbers.

Information We Collect Automatically

In addition, we may automatically gather general statistical information about our Sites and visitors, such as IP addresses, browsers, pages reviewed, and number of visitors, etc. but in doing so, we do not reference you by individual name, e-mail address, home address, or telephone number. We use this data in the aggregate to determine how much our customers use parts of the Sites so we can improve the Sites. We may provide this statistical information to third parties, but when we do so we do not provide Personal Information without your permission.

Certain parts of the Sites use Google Analytics, which is provided by Google Inc. It uses cookies to collect, for example, information about the operating system and the browser that you use, your IP address, the website you previously accessed (referrer URL) and the date and time of your visit to the Websites. On subsequent repeated visits to the Websites, frequently used information is automatically displayed for you. We are able to track your usage patterns with the help of the cookies. The information generated by cookies about the use of the Websites is transmitted to a Google server, which may be located within or outside of, the United States, and stored there. Google will use this information to evaluate your use of the Websites. Google may transfer these rights to third parties insofar as it is required to do so by law or in order that data may be processed on Google's behalf. You can visit <https://policies.google.com/technologies/partner-sites> to learn more about Google Analytics' use of cookies.

How We Use the Information We Collect

We may use your e-mail address, your mailing address, and phone number to contact you regarding promotions, announcements and communications relevant to your use of the site or of CRC dwellings or of potential employment with CRC. We may also use or disclose Personal Information to resolve disputes, investigate problems or enforce our Terms of Use. At times, we may review status or activity of multiple users to do so. We may disclose or access Personal Information whenever we believe in good faith that the law so requires or if we otherwise consider it necessary to do so to maintain service and improve our products and services.

If you submit a rental application to us, we may use your Personal Information to obtain an assessment of your creditworthiness as part of an application for any lease. Any assessment of your creditworthiness is performed by a third party, Yardi Systems, Inc. (“Yardi”), not by CRC. Yardi’s use of your Personal Information may be governed by the Fair Credit Reporting Act. Please see Yardi’s privacy and FCRA practices here: <https://www.rentgrow.com/>.

We may use your Personal Information to deliver information to you that, in some cases, is targeted to your interests, such as e-mail alerts and news updates. We may ask you to provide us voluntarily with additional information regarding your personal or business interests, experience or requests which we may use to customize our service to you.

We use your IP address to help diagnose problems with our server, to manage the Sites and to enhance the user experience on the Sites based on the usage pattern data we receive.

Our Disclosure of Your Information

We may provide your Personal Information to service providers or contractors to perform functions on our behalf, such as, but not limited to, companies or individuals hired to: communicate news, deliver promotional materials via e-mail and direct mail, to process credit card payments and to assist us with sending communications and performing other marketing and support functions. These third parties may use technologies to measure the effectiveness of ads and emails and use information about your visits to our Site so that we may provide you with a better experience on our Site. In certain circumstances, such as if you submit a rental application to us, we may also share your Personal Information with Yardi, a third party vendor, so that Yardi may prepare an assessment of your creditworthiness.

We may disclose your Personal Information to relevant governmental authorities to ensure compliance with applicable federal, state, or local laws pursuant to legally enforceable demands for documents, including but not limited to government subpoenas and civil discovery requests.

We reserve the right to disclose your Personal Information to investigate problems, resolve disputes, enforce our Terms of Use, protect the rights or safety of our company, users, or others, in the transfer, sale, or merger of our business, or otherwise as we deem necessary to maintain or improve our Sites and our services.

Information about Minors

The Sites are not intended for persons under the age of 13. We do not knowingly collect Personal Information online from persons in this age group. If you are under age 13, you should not submit personally identifiable information to RMA without the consent of your parent or

guardian. We reserve the right to delete any Personal Information identified as having been provided by such persons at our discretion.

Data Retention

CRC retains the personal data we receive on the Sites for as long as necessary to fulfill the purposes described in this policy, or as necessary to assert or defend against legal claims or to meet other legal obligations. If you have questions or concerns about personal data relating to you, and in particular if you believe you may have rights with respect to that data under European law, California law, or other potentially applicable data privacy or data protection law, please contact info@crcrealty.com.

Security

We use reasonable security measures to prevent unauthorized access, maintain data accuracy, and ensure correct use of Personal Information. However, no data transmission over the internet or wireless network can be guaranteed to be perfectly secure. While we try to protect your Personal Information, we cannot guarantee the security of Personal Information you transmit to us, and you transmit it to us at your own risk.

Choice

You can always choose not to provide us with any Personal Information, although it may be needed to use certain features of the Sites.

Last update: _____