

## **TERMS OF USE**

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### **USE, ACCEPTANCE AND MODIFICATION**

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AGPM may, in AGPM's sole and absolute discretion, revise, amend or modify the Terms of Use at any time and in any manner without notice (other than that which is contained within any future version of this Terms of Use). You are responsible for complying with the most current version of the Terms of Use posted on the Website. Your use of the Website following any modifications will signify your consent and acceptance of such revised Terms of Use.

You are solely responsible for your use of the Website and for ensuring that such use is in full compliance with this Terms of Use. The information published on the Website is provided to visitors as a convenience and for informational purposes only. We do not represent that the information contained on the Website is the most current information available or that such information is necessarily complete. Therefore you should not rely on the information contained on the Website when making decisions. All decisions based on information published on the Website are your sole responsibility.

The Terms of Use do not alter the terms and conditions of any agreement you may have with AGPM or its affiliates. Except as expressly set forth otherwise in a signed agreement between you and AGPM, the Terms of Use are the entire agreement between you and AGPM and supersede all prior or contemporaneous negotiations, discussions or agreements between you and AGPM about this Website.

### **REGISTERED ACCESS**

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Website Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Website Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

#### **USE OF COPYRIGHTED MATERIALS/TRADEMARKS**

Any materials on the Website, including without limitation any documentation, content, text, data, graphics, images, video and audio clips, interfaces or other materials, information or works of authorship are copyrighted materials (i) owned by AGPM (collectively, the "Materials") or (ii) provided by third party licensors and suppliers to AGPM (collectively, the "Third Party Content"). All rights not expressly granted in and to the Website, the Materials and the Third Party Content are reserved to their respective owners, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. You agree to abide by all copyright notices and trademark, information and other restrictions in connection with the Website, including without limitation any Materials and Third Party Content therein.

The Materials contain trademarks, service marks and trade names which are owned by AGPM, and AGPM is the authorized user of all intellectual property rights in and to the Materials. Except as otherwise noted in the Website, you are hereby authorized to view, download, cache, copy and print the Materials solely for your personal, non-commercial use and not for resale or further distribution, retransmission, subject to the following conditions:

Any copy of the Materials or portion thereof must include all copyright notices appearing on the original.

AGPM reserves the right to revoke such authorization at any time and for any reason, and any such use by you shall be discontinued immediately upon notice from AGPM.

The Third Party Content may also contain brand and product names which are trademarks, service marks or trade names of third parties which are the property of their respective owners. Unless you have permission from the owner of the Third Party Content, you agree only to display the Third Party Content on your personal computer solely for your personal or internal business use. You acknowledge and agree that you have no right to download, cache, reproduce, modify, distribute, display (except as set forth in this paragraph), edit, alter or enhance any of the Third Party Content in any manner unless you have permission from the owner of the Third Party Content. You acknowledge and agree that the Third Party Content does not reflect the views of AGPM and that AGPM is not responsible for any views, ideas, positions, materials and the like contained in any Third Party Content.

Nothing contained in the Website shall be construed as conferring any license or right under any copyright, trade secret, patent, trademark or other intellectual property rights ("IP Rights") of AGPM or any third party, and, except as expressly provided herein, all such IP Rights in the Materials and Third Party Content on the Website are expressly reserved to AGPM and/or any third party, as applicable. Without limiting the generality of the foregoing, unless you have the express prior written consent of AGPM or written permission from a third party with respect to such party's Third Party Content, you may not (i) distribute the Website, or any portion thereof or content (including without limitation Materials and Third Party Content) of any kind included therein, in any medium, (ii) modify the Website, or any portion thereof, (iii) access the Materials and Third Party Content through any technology or means other than those provided on the Website itself, (iv) use the Website, or any portion thereof or content of any kind included therein, in any medium, for any commercial use, or (v) transmit, broadcast, display, sell, license or otherwise exploit the Website (including without limitation Materials and Third Party Content) for any other purpose whatsoever without the prior written consent of the respective owners.

#### **HYPERLINKS TO THIS SITE**

You are granted a limited, nonexclusive right to create a "hypertext" link to the Website provided that such link is to the entry or home page of this Website and does not portray AGPM or any of its products or services in a false, misleading, negative, derogatory, or otherwise defamatory manner. This limited right may be revoked by AGPM at

any time for any reason whatsoever. You may not use, frame, or utilize framing techniques to enclose any AGPM trademark, logo or trade name or other proprietary information including the Materials found at or on the Website, the content of any text or the layout/design of any page of the Website or any form contained on a page of the Website without the express prior written consent of AGPM in each instance. In addition, you may not use any meta-tags or any other "hidden text" utilizing an AGPM or AGPM affiliate name, trademark, or product name without AGPM's express written consent in each instance.

#### **LINKS TO THIRD PARTY WEBSITES**

The Website may be linked, or contain links, to other websites on the World Wide Web or Internet that are not affiliated with, under the control of, or otherwise maintained by AGPM. If you use these links, you may leave the Website. AGPM has not reviewed any of these third party sites and does not control and is not responsible for any of these sites or their content. AGPM does not endorse or warrant any information, opinion, recommendation or advice expressed therein or make any representations about third party sites, their usefulness, safety, privacy or intellectual property rights of or relating to such content, or any information or other products, services or materials found there, or any results that may be obtained from using them, and AGPM expressly disclaims (and you hereby discharge and release AGPM from) any and all liability in connection with such third party sites. You understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive and hereby do waive, any legal or equitable rights or remedies you have or may have against AGPM in connection therewith. You further understand and acknowledge if you decide to access any of the third party sites linked to the Website, you do so entirely at your own risk.

#### **NONINTERFERENCE**

You shall not circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Materials and/or Third Party Content or enforce limitations on use of the Website or any such content therein.

#### **DISCLAIMER OF WARRANTIES**

Except as may be expressly set forth otherwise in a written agreement between you and AGPM, AGPM has no special relationship with or fiduciary duty to you. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information available on or through this Website. ALL USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION MATERIALS AND THIRD PARTY CONTENT SHALL BE AT YOUR OWN RISK AND ALL OF THE FOREGOING ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. AGPM ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (i) ERRORS, MISTAKES, OR INACCURACIES OF MATERIALS AND/OR THIRD PARTY CONTENT, (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF AGPM'S SECURE SERVERS, (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR USE OF THE WEBSITE, (v) ANY INFECTIONS, BUGS, VIRUSES, WORMS, TROJAN HORSES, MALWARE, RANSOMWARE, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (vi) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

To the extent AGPM is managing a property where you are renting a home, you must rely solely on your own investigation and conclusions regarding such home, including without limitation conclusions involving construction, engineering, and financial matters. Information on the Website should not be relied upon for accuracy, timeliness and completeness and projections, forecasts and estimates on the Website are not guarantees or current or future performance.

## **LIMITATION OF LIABILITY**

IN NO EVENT SHALL AGPM BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DAMAGES IN CONNECTION WITH YOUR USE OF THE WEBSITE, YOUR INABILITY TO USE THE WEBSITE OR ANY CONTENT APPEARING ON THE WEBSITE. IN NO EVENT WILL AGPM BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM CLAIMS RELATED TO PERSONAL INJURY OR DEATH, LOSS OF DATA, LOST REVENUE, LOST PROFITS, LOSS OF GOODWILL, LOSS OF USE OR OTHER ECONOMIC ADVANTAGE, CHANGE IN APPLICABLE GOVERNMENT REGULATIONS, REGARDLESS OF THE FORM OF THE ACTION AND REGARDLESS OF WHETHER AGPM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Without limiting the generality of the foregoing, neither we, nor any other party involved in creating, producing or delivering the Website shall be liable for: any loss or injury caused, in whole or in part, by our or its actions, omissions or negligence, or for contingencies beyond our or its control, in procuring, compiling, or delivering information presented at the Website; any software failure, system failure, Website security failure, unauthorized access to the Website or technical problem; any decision made or action taken or not taken in reliance upon information presented at the Website; any damages or injury resulting from your access to the Website, including, but not limited to, damage to or failure by your computer equipment or other property, communication line failures, computer viruses or inability to access the Site; or, any other direct, incidental, consequential, indirect, or punitive damages or losses, whether in contract, tort or otherwise, arising out of access to or use of the Website.

NOTWITHSTANDING THE FOREGOING LIMITATIONS, IN NO EVENT WILL THE TOTAL, CUMULATIVE LIABILITY OF AGPM FOR DAMAGES UNDER THE TERMS OF USE EXCEED ONE HUNDRED DOLLARS (\$100.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **PRESS RELEASES**

The information contained within press releases issued by AGPM and its affiliates should not be deemed accurate or current except as of the date the release was posted. AGPM and its affiliates have no intention of updating, and specifically disclaim any duty to update, the information in the press releases.

## **EQUAL HOUSING OPPORTUNITY**

AGPM is committed to compliance with all federal, state, and local fair housing laws. AGPM subscribes to a universal policy for the achievement of equal housing and no person will be discriminated against because of race, color, age, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, marital status or any other local laws protecting specific classes. All persons involved with the leasing and operation of apartment homes are provided with diversity training on fair housing laws and AGPM corporate policies. AGPM and Owner will discuss and respond to any reasonable accommodation request based upon disability-related need. AGPM and the Owner will allow reasonable modification of existing premises, which may be at the expense of the disabled person.

## **DIGITAL MILLENNIUM COPYRIGHT ACT**

AGPM does not permit copyright infringing activities and infringement of intellectual property rights on the Website.

If a person is a copyright owner or an agent thereof and believes that any content posted on the Website infringes upon another's copyrights, such person may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing AGPM's Copyright Contact with the following information in writing (see 17 U.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 the reporting person, such as an address, telephone number, and, if available, an electronic mail;

A statement that the reporting person 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; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the reporting person is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

AGPM's designated copyright contact ("Copyright Contact") to receive notifications of claimed infringement is: 501 N. Magnolia Avenue, Orlando Florida 32801, Attn: AGPM, LLC. Please be advised that DMCA notices should go to the this Copyright Contact; any other feedback, comments, requests for technical support, and other communications should be directed to AGPM's customer service through customerservice@agpmanager.com. The complaining person acknowledges that in the event he/she fails to comply with all of the requirements of this Section, such person's DMCA notice may not be valid.

If the person to who is allegedly infringing a copyright (as reported by the complaining person above) believes that content that was removed (or to which access was disabled) is not infringing, or that such person has authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content, the person responding to the complaint may send a counter-notice containing the following information to the Copyright Contact:

The responding person's 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 the responding person has a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

Such responding person's name, address, telephone number, and e-mail address, a statement that such responding person consents to the jurisdiction of the federal court in Orlando, Florida and the state court in Seminole County, Florida and a statement that he/she will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Contact, AGPM 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 ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, in AGPM's sole discretion.

## **PROHIBITED USES; USER LIABILITY**

Because all servers have a limited capacity and are used by many people, the Website may not be used in a manner that could damage or overburden any of our servers, or any network connected to any of our servers. Furthermore, the Website may not be used in a manner that would interfere with any other party's use of the Website. We reserve the right to monitor your use of the Website and any communications by you related to such use (and this right is in addition to and supersedes to the extent in conflict with our Website Privacy Policy). We assume no liability in connection with our monitoring activities. If your use of the Website violates any of these Terms of Use or any applicable law, we reserve the right to discontinue, restrict, change, limit, or permanently revoke your right to use the Website. You hereby agree to be responsible for any and all liabilities, costs and expenses (including attorney's fees and court costs) arising from any technical disruption of or damage to the Website (including the software and systems that transmit the Website) caused directly or indirectly by your use of the Website.

## **INDEMNITY**

You agree to defend, indemnify and hold harmless AGPM and its affiliates, officers, directors, owners, operators, employees, licensors and agents, from and against any and all claims, actions, demands, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from, related to or in connection with: (i) your use of and access to the Website, including without limitation any Materials or Third Party Content contained herein; (ii) your violation of any of these Terms of Use; and/or (iii) your violation of any third party right, including without limitation any Third Party Content or any other third party copyright, property, or privacy right in connection with your use of or access to the Website.

## **GENERAL PROVISIONS; VENUE; JURISDICTION; MEDIATION REQUIREMENT**

Enforcement of the Terms of Use will be governed by Florida law, excluding its conflict and choice of law principles. The exclusive jurisdiction and venue for any claims arising out of or related to the Terms of Use or your use of the Website will lie in the state or federal courts located in (or for) Seminole County, Florida and you irrevocably agree to submit to the jurisdiction of such courts. *However, before you or AGPM may institute litigation against the other for any matter relating to or arising out of this Terms of Use or your use of the Website, the party wishing to institute litigation must first advise the other, in writing, that a mediation has been scheduled before a mediator in Seminole County, Florida, which mediation must be scheduled no earlier than 30 days after said notice is received by the party required to receive the notice. The party receiving such notice shall then have fourteen (14) days in which to accept the mediator or offer the name of another mediator or another date for the mediation (which date cannot be more than 90 days after the date that party received the notice). If we cannot agree upon a mediator and/or the date of the mediation, the two mediators as designated shall select a third, impartial mediator to conduct the mediation on a date to be selected by that third mediator. This mediation requirement may be enforced by either party through a motion to dismiss any litigation instituted before mediation has been conducted.*

The failure of AGPM to enforce any right or provision in the Terms of Use will not constitute a waiver of such right or provision unless acknowledged and agreed to by AGPM in writing. In the event that a court of competent jurisdiction finds any provision of these Terms of Use to be illegal, invalid or unenforceable, the remaining portions will remain in full force and effect.

## **WAIVER OF RIGHT TO TRIAL BY JURY**

YOU AGREE THAT ANY ACTION OR SUIT ARISING OUT OF OR IN ANY WAY RELATED TO THIS TERMS OF USE OR TO YOUR USE OF OR ACCESS TO THE WEBSITE SHALL BE TRIED BY A JUDGE, SITTING WITHOUT A JURY. BY ACCESSING OR USING THIS SITE IN ANY WAY YOU ARE KNOWINGLY AND VOLUNTARILY WAIVING THE RIGHT TO A TRIAL BY JURY.

## **CONTACT US**

If you have any questions regarding the Website, please contact AGPM by sending an email to [customerservice@agpmanager.com](mailto:customerservice@agpmanager.com).

## **WEBSITE PRIVACY POLICY**

**This Website Privacy Policy was last updated: June 16, 2015**

AGPM, LLC and any and all of its affiliates (referred to herein as "AGPM", "we", "us", or "our" herein) recognizes the importance of protecting the privacy of individual-specific information ("Information") collected about our residents, prospective residents and others who may access or use this Website (referred to as "Residents", "you" or "your"). This Website Privacy Policy (the "Privacy Policy") covers the collection, use, and disclosure of personal information that may be collected by when you visit the Website (www.agpmonline.com) and when you otherwise use or procure services that are offered on or through the Website. Please take a moment carefully to read the following to learn more about our information practices, including what type of information is gathered, how the information is used, for what purposes, to whom we disclose the information, and how we safeguard your personal information.

This Privacy Policy constitutes an integral part of our website's Terms of Use and is subject to the provisions thereof, including with respect to Limitation of Liability and governing law. Your access to, or use of, any portion of this Website is subject to your agreement to this Privacy Policy. Therefore, by accessing or using this Website in any manner and/or by providing us with information you agree to be bound by this Privacy Policy. If you do not agree to the terms of this Privacy Policy, or do not want us to collect the information generally described herein, then you should not access or use the Website or otherwise provide information to us.

### **WHAT PERSONALLY IDENTIFYING INFORMATION DOES AGPM COLLECT?**

Personal information is information that is personally identifiable (also known as personally identifying information) to you such as your name, address, email address, telephone number, financial information and possibly other information (excluding your business contact information). We only gather personal information when it is voluntarily submitted by you. You are not required to disclose any personal information to visit this Site, however you may be required to disclose certain personal information before accessing or using certain features or areas of the Site. We do not collect any personal information about you through this Site without your knowledge.

From time-to-time and for various reasons we may collect personally identifying information including your name and address, age or date of birth, your email address, number of individuals in your household and their ages, your occupation, employment information, telephone number, education, the kind of service provided to you, your Social Security number, bank account number, debit card number, bank or investment account, debit card, or credit card balance, payment history, and information pertaining to your creditworthiness, assets, income or liabilities.

If you are applying for employment at AGPM, these additional categories of information will also be deemed to be Personal Information:

- Race
- Credit checks
- Background report
- Results of drug screenings
- Employment verification

### **USAGE TRACKING; USE OF IP ADDRESSES; COOKIES; ETC.**

When you visit this Site we may automatically collect website use information about your visit through mechanisms that may include cookies, pylons, tags, IP/URL tracking, geocoding, and other tools and technologies. Website use information includes, but is not limited to, information such as the date and time of your visit, the



pages you visited, the address of the website you came from when you came to visit this Website, where the Website is being accessed from, the type of device from which the Website is accessed and the like.

An IP address is a number that is automatically assigned to your computer whenever you're surfing the Internet. Web servers, the main computers that serve up web pages, automatically identify your computer by its IP address. AGPM collects IP addresses for the purposes of system administration, reporting aggregated information, and to audit the use of our site. When Residents request pages from the AGPM site, servers log the Residents' IP addresses.

We do not normally link IP addresses to anything personally identifiable, which means that a Resident's session will be logged, but the Resident remains anonymous to us. We can and will use IP addresses to identify a Resident when we feel it is necessary to enforce compliance with our house rules or terms of service or to protect our service, site, residents or others from potential harm.

Cookies are pieces of information that a website transfers to an individual for record-keeping purposes. Cookies make web surfing easier for you by saving your preferences while you are at our site. The use of cookies is an industry standard, and as such, you'll find them at most major websites. By showing how and when Residents use a site, cookies help us see which areas are popular and which are not. Many improvements and updates to the site are based on such data as total number of visitors and pages viewed. This information is most easily tracked with cookies. We use the information from cookies only to provide services better tailored to our Residents' needs. We never save passwords or credit card information in cookies.

#### **WHAT INFORMATION DO WE SHARE OR DISCLOSE?**

The personal information you provide to us may be used: to provide you with information regarding your access, use, potential access and/or potential use of the Website, to communicate with you, to personalize and/or improve the usability of the Website, to process the transactions or services available on or through the Website, and as we may otherwise deem necessary to provide you with the services or information available on the Website. We may also send you news, updates, related service information, promotions, etc. enabling us to give you convenient access to services or information that may be of interest to you.

Aside from the forgoing, as a general rule AGPM will not disclose personal information to third parties except when we have your permission or under special circumstances, such as when we believe, in good faith, that the law requires it or under the circumstances described below.

We generally do not commercialize or share any personally identifying information with third parties, unless:

Such information may be shared and/or commercialized following receipt of a specific request and/or permission from users;

Such information may be shared with affiliates, strategic partners or other companies that help us facilitate our business, process information, process credit/payment information, deliver information, products or services to you, or otherwise manage and enhance customer service;

Such information may be shared with affiliated companies and/or potential investors (in any form of business transaction, including purchase or merger);

Such information may be shared in order to comply with or in accordance with any applicable law and/or court orders and/or in order to prevent suspected illegal acts, frauds, situations involving potential threats to the safety of any person, or as otherwise required by law;

Such information may be shared in order to help AGPM defend against claims and/or establish or exercise any legal right that AGPM may have;

Such information may be shared in order to help AGPM prevent violations of AGPM's Terms of Use and this Privacy Policy or to otherwise protect the rights, property, or safety of AGPM employees or resident, or others, including exchanging information with third parties for fraud protection and credit risk reduction;

Such information may be shared with credit agencies, collection agencies or law enforcement as we deem reasonable or necessary;

Such information may be shared with lenders and/or state, local and federal agencies that may require us to provide information on age, race, income, familial status and other personal data;

Such information may be shared or transferred as a result of the sale, acquisition, bankruptcy or the like of AGPM; and

Such information may be shared if we determine that disclosure will benefit national security or other issues of public importance.

Also as indicated above, when you visit this Website we may automatically collect website use information about your visit through mechanisms that may include cookies, pylons, tags, IP/URL tracking, geocoding, and other tools and technologies. This information may be used as we deem necessary, including in the manners outlined above relating to the use of personal information. We may also use products or third party services to analyze this information for our own or external purposes.

#### **BUSINESS TRANSITIONS**

In the event that AGPM goes through a business transition, such as a merger, being acquired by another company, or selling all or part of its assets, users' personally identifying information will, in most instances, be part of the assets transferred.

#### **THIRD-PARTY SITE LINKS**

You should be aware that when you are on AGPM's website you could be directed to other sites that are beyond our control. There are links to other sites from AGPM, which take you outside our service and/or to the websites of other companies. If you are directed to or visit one of these other sites, you should review their privacy policy, other policies and terms of use. AGPM does not control such sites, and, therefore, is not responsible for their content. We are not responsible for the policies and practices of other websites, and any information you submit to those websites is subject to their privacy and other policies. Moreover, such third-party sites' policies in no way modify or alter the policies that exist for this Website. By clicking on a third-party link or continuing after being directed to another website, you are expressly relieving AGPM from any and all liability arising from your use of any third-party site. AGPM's inclusion of hyperlinks to any other sites does not imply any endorsement of the material on such sites, nor any association with their operators.

#### **SECURING INFORMATION**

We take precautions to protect the security of our network and to safeguard your personal information against loss, theft, and misuse, as well as unauthorized access, disclosure, alteration, and destruction. Unfortunately, however, no data transmission over the internet nor any storage of information on servers or otherwise can be guaranteed to or made to be 100% secure. Therefore, while we make reasonable efforts to ensure the integrity and security of our network and systems, we cannot and do not warrant, promise or guarantee the complete security of your information or that our security measures will prevent third-party hackers from illegally obtaining your personal information. *To the extent that you pay to access any or all of the Website, you agree that none of the money you pay to us is impliedly used to provide for the security of your information and you disclaim claims against us for data breach, i.e. the loss of your data to third parties who do not have authority to possess and/or use the data in the manner it is being used.* In the event you suspect that any personal information you share with

us has been accessed by a third-party and/or is being used in any way contrary to this Privacy Policy, you should notify us immediately at [customerservice@agpmanager.com](mailto:customerservice@agpmanager.com).

If you have any questions about security, please contact us.

#### **EMAIL CONSENT AND OPT-OUT**

Your provision of any personal information through the Website or any of our resident portal Sites constitutes your affirmative consent that we may contact you by email to provide you with information and notices relating to the property where you reside, and various services available to you at or through that property.

You may choose to opt out of receiving future commercial email messages from us. Each mass commercial email sent by us contains a link with instructions on how to remove yourself from our email list. Please note that if you are a resident of an AGPM community and you opt out of receiving commercial email from us, you will continue to receive email from us regarding operational issues surrounding your apartment, your lease, and/or your community.

#### **CHILDREN'S PRIVACY**

We do not collect or maintain information at our Website from those we know are under 13, and we do not permit children under 13 years of age to become registered users of our Website. No part of our Website is structured to attract anyone under 13. By using our Website You represent that you are not under 13 years of age.

#### **NON-US RESIDENTS**

If you do not reside in the US and are visiting our Site, if you provide personal information to us it may be transferred to and processed on computers in the US and other countries. Do not provide your personal information to us if you do not want this information to be transferred outside of your country, or if the laws in your country restrict these types of transfers. Your provision of personal information to us will be handled in accordance with this Privacy Policy. From time to time, your personal information may be transferred to a country different from where you are located, and processed there in accordance with this Privacy Policy. You hereby consent to such transfers and processing as described in this Privacy Policy, except in the case of data transfers from the European Economic Area or Switzerland, which are covered under the U.S.-EU Safe Harbor Framework and U.S.-Swiss Safe Harbor Framework, as described in the AGPM Safe Harbor Privacy Policy: .

#### **CORRECTING/UPDATING/DELETING/DEACTIVATING PERSONAL INFORMATION**

You may request access and/or corrections to your personal information. If you are a registered user of this site, you may do so by logging into your account and reviewing and/or correcting the information you provided, or by emailing our Digital Marketing Department by email through [customerservice@agpmanager.com](mailto:customerservice@agpmanager.com). If you are not a registered user and believe we may nonetheless have your personal information, or if you are a registered user and are have questions about your personal information or accessing or changing your personal information, please contact our Digital Marketing Department by email through [customerservice@agpmanager.com](mailto:customerservice@agpmanager.com).

When a request for user deletion is received, we will make all reasonable efforts to purge said data from our systems. However, due to the nature of our service, some information may not be fully removed due to backups or archived copies.

#### **AGREEMENT TO BE BOUND; REVISIONS TO PRIVACY POLICY**

As indicated above, you agree to be bound by this Privacy Policy by accessing or using this Website and/or by providing us with personal information. By using this site, or providing information to us, you signify your agreement to our Privacy Policy. If you do not agree with this policy, please do not use this site. In addition, your

continued use of our site following the posting of changes to these terms will also signify your acceptance of those changes.

We reserve the right to revise, amend, or modify this policy at any time and in any manner without notice other than that which is contained on the Website in this section. Your use of the Website and any other services provided by us after such changes are implemented constitutes your acknowledgement and acceptance of any such changes which may include retroactive application of the changes to the data you previously provided. Please consult this Privacy Policy prior to every use for any changes.

#### **CONTACT INFORMATION**

If users have any questions or suggestions regarding our privacy policy including privacy, information use, collection, or security please contact us.

#### **ACCEPTANCE OF THESE TERMS**

By using this site, or providing information to us, you signify your agreement to our Privacy Policy. If you do not agree with this policy, please do not use this site. In addition, your continued use of our site following the posting of changes to these terms will also signify your acceptance of those changes.

#### **GOVERNING LAW; VENUE; JURISDICTION; MEDIATION REQUIREMENT**

By accessing the Website or providing the information to us, you consent to and agree that this Privacy Policy shall be governed exclusively by Florida state law and/or federal law applicable to Florida, without application of Florida's choice of law statutes and choice of law common law. You further agree that any dispute arising from or related to this Privacy Policy may only be exclusively brought in a court situated in (or for) Seminole County, Florida, and by accessing or using the Website you irrevocably consent and agree to personal jurisdiction in the State of Florida. *However, before you or AGPM may institute litigation for any matter against the other relating to or arising out of this Privacy Policy or your use of the Website, the party wishing to institute litigation must first advise the other, in writing, that a mediation has been scheduled before a mediator in Seminole County, Florida, which mediation must be scheduled no earlier than 30 days after said notice is received by the party required to receive the notice. The party receiving such notice shall then have fourteen (14) days in which to accept the mediator or offer the name of another mediator and/or another date for the mediation (which date cannot be more than 90 days after the date that party received the notice). If we cannot agree upon a mediator and/or the date of the mediation, the two mediators as designated shall select a third mediator to conduct the mediation on a date to be selected by that third mediator. This mediation requirement may be enforced by either party through a motion to dismiss any litigation instituted before mediation has been conducted.*

#### **JURY WAIVER**

YOU AGREE THAT ANY ACTION OR SUIT ARISING OUT OF OR IN ANY WAY RELATED TO THIS PRIVACY POLICY OR THE USE OR STORAGE OF YOUR PERSONAL INFORMATION SHALL BE TRIED BY A JUDGE, SITTING WITHOUT A JURY. BY ACCESSING OR USING THIS SITE, OR BY PROVIDING US WITH PERSONAL INFORMATION, YOU ARE KNOWINGLY AND VOLUNTARILY WAIVING THE RIGHT TO A TRIAL BY JURY.