

INTERNET TERMS OF USE AGREEMENT

IMPORTANT! READ THIS ENTIRE AGREEMENT CAREFULLY.

THESE ARE THE TERMS AND CONDITIONS GOVERNING YOUR USE OF THE
OUR WEBSITE(S) AND OUR SERVICES.

- I. **WELCOME.** WELCOME to the Suarez Homebuilding Group., LLC's. website(s) available at and under www.suarezhousing.com (and/or linked to www.inlandhomes.com,) and/or under other uniform resource locator(s) and the related or linked portals, information management systems, intranets, password protected information systems, e-mail or wireless websites intended for use by us, our affiliates, SUAREZ HOUSING™ Businesses, and INLAND HOMES® Businesses, and other franchises owned or granted by us or our affiliates – and their existing or potential customers (collectively, “**System Sites**”) – developed, hosted, maintained or operated by Suarez Homebuilding Group, Inc. (“**we,**” “**us,**” or “**our**”) or our designees, like Suarez Housing Corporation (“**SHC**”).

- II. **THIS AGREEMENT.** This Internet Terms of Use, Privacy Policy, Terms of Service and Legal Notices Agreement (this “**Agreement**”), also referred to as our "**Privacy Policy**" our "**Terms of Service**" and "**Our Legal Notices**" sets forth the terms and conditions governing your use of the System Sites and your access to and use of the webpage, sub-pages, URLs, links, trademarks, tradenames, trade dress, slogans, logos, copyrights, information, other content, wireless services, portals, e-mail functionalities, operating systems, and electronic communications or data management systems and services offered on or through the System Sites (which, collectively with the System Sites, constitute the “**Services**”).” By accessing or using the System Sites or any of the Services, you accept and agree to be legally bound by this Agreement, as it may be amended or supplemented from time to time by us (as further described below), and agree to all of our operating rules and/or policies and the Services that may be approved by us and published by us on the System Sites. All these rules and policies are incorporated into this Agreement by this reference. We have other operating rules and relating to the System Sites and the Services generally. If you are a franchisee, see our Manuals. You agree to be bound by those as well. Further, certain areas of the System Sites, including, without limitation, access to franchisee only areas, or product or service ordering services may require registration and/or be subject to additional terms and conditions of use; and we will provide you with notice of such additional terms and conditions on registration. This Notice, particularly the "Privacy Policy" portion of this Notice, also is to inform you of how we use your nonpublic personal information during the course of your home buying experience with our family of companies and affiliates. Title V of the Gramm-Leach-Bliley Act (the “**GLBA**”) and for California Residents, Civil Code Section 17983.83, requires that we provide you with our privacy policies and practices which are intended to inform you of the types of information that we collect from you and the persons to whom your personal non-public information may be disclosed.

IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO ACCESS THE SYSTEM SITES OR USE THE SERVICES IN ANY MANNER.

III. **PRIVACY POLICY.**

1. **Purpose.** We have developed certain privacy practices in order to maintain these standards and to comply with applicable laws, rules and regulations, including the Children's Online Privacy Practices Act ("**COPPA**") and GLBA. If you have any questions or comments about this site, or the Privacy Policy, you should contact our Webmaster at; Suarez@suarezhousing.com , Suarez Housing Website Department, 9950 Princess Plame Ave., Suite 212, Tampa, Florida, 33619 or call 813-644-1100.

2. **Personally Identifiable or Non-Public Information.** In the course of home shopping, home buying, submitting warranty requests, or otherwise using the Services, you may share non-public personal information with us in a wide ranging type and number of ways, such as: home purchase inquiry forms, telephone calls or other forms of communication with our or our affiliates' staff, requests for literature on sales materials interactions with sales agents information provided to us from your agents or brokers, and the like. For example, you might be asked to voluntarily give your name, postal address, email address and phone number information to us when, if to the extent possible, via the System Site, you request information via our contact form or submit warranty requests through our online form. We may also collect and store statistics and other information about the online activities of our visitors on an aggregate basis via standard Web site analytics. We may share such personal non-public information with our staff, our affiliate companies, and with third parties such as title companies, brokers, agents, insurance companies, contractors and lenders for the purpose of assisting with the marketing, sale or construction of a home purchased or to be purchased by you, to assist with related mortgage, title, insurance, warranty or escrow transactions, to allow for the normal operation of our business or otherwise as permitted by applicable law.

3. **Information About Children.** We do not require visitors to submit personal or non-pubic information to visit the System Site - but visitors (you) may choose to do so; and we may require visitors to submit personal information to register for specific online promotions or to participate in certain online programs, surveys, auctions or other transactions or activities. On a particular registration page, we may request the visitor's date of birth, gender, email address, telephone number, and/or other contact and demographic information related to the particular promotion, program, auction, survey or transaction. During the registration process, we may calculate the visitor's age via DBD entry field. We will not knowingly collect personal information from children 13 years of age or younger on the System Site. When you disclose personal information on the System Site, you are representing to us that you are 14 years of age or older. If a person 13 years of age or younger has provided personal information to us, a parent or

guardian should contact us at suarez@suarezhousing.com so that we can remove such personal information from the active database. We reserve the right to limit participation in particular programs or promotions to visitors 18 years of age or older.

4. **Other Uses.** The personal information that you provide will be available to us, our affiliates, agents, representatives, and service providers and contractors, as appropriate, to be used for the purposes indicated in this Agreement or as indicated or inferred at the time you voluntarily provide such personal information. We might also use your personal information, alone or in combination with the information submitted by other users, to improve the System Site's navigation or infrastructure and in internal marketing analyses or reviews. Companies that have access to your personal information are required to protect such personal information and to use such personal information only to carry out the activities or services they are performing for you or for us. Additionally, unless you notify us to the contrary, we might use your personal information in the future to provide you with special offers from us or our affiliates. We do not sell, rent, individually post or otherwise disclose any personal information about visitors to unrelated third parties for marketing purposes. If you do not wish to allow us to use your personal information in the future to provide you with special offers from us or our affiliates, please contact us in the manner identified below. By submitting personal information, you grant to us a license to use such personal information for the purposes described in this section. We may disclose your information in response to legal process or when we, in our sole judgment, believe that the law requires it, for example, in response to a court order, subpoena or a law enforcement agency's request, or to protect the rights, property or safety of our System Site, users of our System Sites, and others. In addition, in the event that all or substantially all of our assets or the System Site are transferred or sold to another entity, personally identifiable information may be transferred to the acquiring entity.
5. **Contacting You.** Occasionally we may send you email communications or otherwise contact you to provide information or offers that we or they think you will find useful. You can choose not to receive any future emails or communications from us by following the procedure described in the "Controlling or Changing Your Information" section below. Please note that we may occasionally contact you for administrative purposes even if you unsubscribe from our or their email lists.
6. **Controlling or Changing Your Information.** You can review, change, or request the deletion of your contact information and preferences at any time by sending us an email at suarez@suarezhousing.com requesting your name and contact information be changed or removed from our System Site databases. We will make best efforts to update your information as soon as practicable, however, to the extent that corrected or deleted information is stored in our database, we cannot always ensure that such corrections or deletions will immediately reach the other databases.

7. **Opting Out.** If you choose to “opt-out” from allowing us to use your personal information in the future to provide you with special offers from us or its affiliates, simply click the “Opt-out” box at the time you provide personal information or contact us directly at webmaster@fsuarezhousing.com. Should you choose not to have your personally identifiable information shared with our affiliates and others as described in this Notice, please let us know by checking the “Opt Out” box located at “Contact Us” location on System Sites that request such information. Upon receipt and processing of an "Opt-Out" request, we will, within a commercially reasonable amount of time, remove your information from any listings used to provide you with special offers from We or its affiliates in the future.

8. **Cookies and Other Similar Types of Data.** We may also collect non-personal information from our online visitors, such as the visitor’s type of browser, page hits, number of visits, web pages viewed, operating system and domain names, and may use cookies to obtain other non-personal information. Cookies are pieces of data sent from a web server to a web browser that enables a web server to identify users that visit a site hosted by that server. The System Sites may use cookies in order to identify you to our site so that the System Site (i.e., us) can provide more customized information and services to you. In general, if you choose, you can disable the use of cookies by reviewing your browser’s performance and options. The non-personal information we collect enables us to track the total number of visitors to each of our sites in an aggregate form, and is used by us to improve and update our sites, products and services. Aggregate (non-personal) information may be shared with third parties. By using the System Sites, you grant us a perpetual, irrevocable, worldwide, royalty-free, sublicensable (through multiple users) license to use, reproduce, store, modify, publicly perform, publicly display, distribute and transmit such non-personal information for any purpose, and waive any moral rights and publicity rights in such non-personal information. We may, at our option, tie this non-personal information to your personal information.

9. **Comments.** If visitors send us any comments, suggestions, information, ideas, concepts, knowledge or techniques, we are free to use the information worldwide, in perpetuity, without acknowledgement or compensation, for any purpose, including developing, manufacturing or marketing products and/or modifying or improving our System Site.

10. **Security.** We may require that a secure connection between your computer and our server be established before you can utilize all or a portion of the System Sites. To do this, we may utilize a technology like Secure Socket Layers (SSL), an advanced encryption technology. Currently we do not utilize secure connections with any aspect of the System Sites. Although we use these industry-standard efforts to safeguard the confidentiality of your personal identifiable information, "perfect security" does not exist on the Internet. Without limiting any other limitations of liability we have indicated in this Privacy Policy, we have no responsibility whatsoever for breaches of this policy caused, directly or

indirectly by, in whole or in part, the illegal, unethical, malicious, mischievous, or unauthorized acts of any third parties

11. **Change to the Privacy Policies.** This Privacy Policy may be modified by We at any time by updating this posting. You are responsible for reviewing this Privacy Policy each time you use or access the System Site. The policies set forth in this notice are effective at the time of publishing, but are subject to change in order to best meet our needs and to reflect changes in local, state and federal laws. Changes in these policies will be reflected when the System Sites are updated periodically.
12. **Safeguards.** We maintain physical, electronic, and procedural safeguards to protect your personal information. Within our enterprise and its affiliated companies, access to such information is limited to those who need it to perform their jobs, such as completing transactions incident to your home purchase, mortgage, insurance, title and escrow services, or informing you of new products or services. Finally, our Code of Ethics, which applies to all employees, restricts the use of customer information and requires that it be held in strict confidence.

IV. **TERMS OF USE**

1. **We Reserve the Right to Revise this Agreement.** We reserve the right, at any time and from time to time, to update, revise, supplement and to otherwise modify this Agreement, and to impose new or additional rules, policies, terms or conditions on your use of the Services. Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions (collectively referred to in this Agreement as “**Additional Terms**”) will be effective immediately and incorporated into this Agreement upon our publishing them on the System Sites, which may be given by any means we designate, including by our posting to the System Sites . Your continued use of any of the System Sites following such notice will be deemed to conclusively indicate your acceptance of any and all such Additional Terms. All Additional Terms are incorporated into this Agreement by this reference.
2. **We May Revise or Terminate Any Part of the Services at Any Time.** We reserve the right, at any time and from time to time, to modify or discontinue, temporarily or permanently, the System Sites or the Services, with or without notice to you. This includes the right to modify, discontinue or remove any content, postings, links, pages, services, or other materials at any time and for any reason. You agree that we will not be liable to you for any modification, general suspension or discontinuance of any System Sites or the Services. We may refuse or restrict anyone from access to any or all of the System Sites or the Services at any time.
3. **System Franchises are Independent Contractors.** If you are accessing any of the System Sites that are particular to the independently owned and operated franchised SUAREZ HOUSING™ Businesses (or INLAND HOMES® Businesses, CLASSIC TOWNHOMES™ Builders) or any other franchise granted

by us or our affiliates (which engage in the business of constructing and selling residential dwellings and lots using proprietary System and Marks (collectively, “**System Franchises**”), you understand and agree that: although we or our designees may host, develop, maintain or operate the System Sites on behalf of the System Franchises, the System Franchises are independent contractors operating under franchise agreements. If you are accessing this Terms of Use Agreement from one of these System Franchises’ websites, you recognize that we are merely operating as a third party service provider providing advertising services to the Franchisee and are not, by operation, hosing, maintenance or development of the System Sites the System Franchises’ partners, joint venturers, principal, employer, employee or agent. The System Franchises operate as separate legal entities and under franchise or fractional franchise agreements between them and us. They are not our agents or employees. They do not have any right to speak for us or on our behalf, or bind us to any contracts or obligations. We are not responsible for any of the acts or omissions of the System Franchises.

4. **Acceptable Use of the Services.** In order to use the System Sites or the Services, you must obtain access to the World Wide Web (or such technology we may designate) directly or through devices that access content and pay any and all service fees, if any, associated with such access.

(a) **Individual Use.** Except as provided in (b) below, you agree that you are only authorized to visit, view and to retain a single copy of pages of this System Site solely for your own individual, non-commercial use, and that you shall not duplicate, download, publish, modify or otherwise distribute any material on this System Site for any purpose other than for your own individual use unless otherwise specifically authorized by us. We post “Legal Notices” and various credits on pages of the System Sites, which may not be removed even in your permitted copy. Your use of the System Sites is subject to our Legal Notices and you must not remove these Legal Notices or credits, or any additional information contained along with the Legal Notices and credits.

(b) **Commercial Use.** If you wish to link, publish, frame, refer to or provide information about the System Sites, our Marks (defined below), copyrighted materials or any Services on any website, web page, e-mail address or the like operated by you or your affiliates, or any companies, partnerships, limited liability partnerships or any other legal entity which you have an ownership or investment interest in (also collectively referred to as “**you**”), you must first obtain our prior written permission to do so and enter into an agreement with us on terms designated by us. Contact **www.suarez@suarezhousing.com** if you seek to obtain our permission to access this System Site for commercial purposes. By “commercial purposes,” we mean your engaging in residential home or townhome construction or sales or similar services. If you wish to use the System Sites for any commercial purpose, you must contact us at

www.suarez@suarezhousing.com and obtain our prior written permission to do so. If you are an SUAREZ HOUSING® Business or an INLAND HOMES® Business, any use of the System Sites by you constitutes a commercial purpose and your use off them are governed by your Franchise Agreement with us and this Agreement.

- (c) **Deep Links**. You shall not “deep-link” to this System Site, meaning that you will not create, post, display, publish or distribute any link to any page other than the front (home) page of the System Sites for any purpose, unless specifically authorized in writing by us to do so. You must not create any links from your website to any website which bears the Marks or our copyrighted materials or which offers residential home or townhome construction or sales, or offers any other of the Services or similar services without our express written consent. If you wish to deep link or any link to the System Sites for any reason, you must contact us www.suarez@suarezhousing.com and obtain our prior written approval for such deep links or other links.
- (d) **Security, Cracking and Hacking**. You shall not violate or attempt to violate the security of the Services. Accordingly, you shall not: (i) access data or materials not intended for you; (ii) log into a server or account which you are not authorized to access; (iii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (iv) attempt to interfere with service to any user, host or network, including without limitation, via means of submitting a virus to the Services, overloading, “flooding,” “mailbombing” or “crashing” the Services. Violations of system or network security may result in civil or criminal liability. We reserve the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations. You understand that data and communications, including e-mail and other electronic communications, may be accessed by unauthorized third parties when communicated over the Internet. You agree that it is your responsibility, and not ours, to obtain and use third party software products that support encryption and other security protocols compatible with such protocols (if any) that may be used by us from time to time in connection with the Services.
- (e) **Spidering**. THE USE OF ANY TOOLS, PROGRAMS, ROBOTIC ALGORITHMS OR PRODUCTS TO AUTOMATICALLY DOWNLOAD OR “SPIDER” THE SYSTEM SITES OR ANY OF THE PAGES OF THE SYSTEM SITES INFRINGES ON OUR COPYRIGHTS. DO NOT USE ANY SUCH TOOLS OR PRODUCTS ON OR IN CONNECTION WITH THE SERVICES!
- (f) **Termination**. We may and will terminate your service immediately, if we believe that your conduct fails to conform to this Agreement. Without

limiting our rights and your limitations under this Agreement, if you use, or attempt to use the Services or Marks or our copyrighted materials for any purposes other than its intended purposes (including without limitation by tampering, hacking, modifying or otherwise corrupting the security or functionality of the Services), you may also be subject to civil and criminal liability.

- (g) **You Are Responsible For All of Your Activities and All of The Content You Post.** You represent and warrant that any information you post or provide to us by means of the System Sites, including, without limitation, as part of any registration or application or to gain access to any Services, is truthful, accurate, not misleading and offered in good faith. Any information disclosed to you via the Services including, without limitation, any content in the personalized areas of the System Sites, may be used only for its intended purpose. We expect that you will exercise caution, good sense and proper judgment in using the Services. You agree **NOT** to use the Services for or in connection with any of the following activities:
- (h) Spoofing or otherwise impersonating any person or entity, including, without limitation, any other users or any of our personnel, or falsely stating or otherwise misrepresenting your identity or affiliation in any way, or forging any TCP/IP packet header or any part of the header information in any e-mail or other posting;
- (i) Any fraudulent or illegal purpose;
- (ii) E-mailing, uploading, or otherwise transmitting or using the Services in furtherance of the use or distribution of any unlawful, harmful, harassing, defamatory, tortious, libelous, abusive, threatening, vulgar, sexually explicit, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind, or any material that is invasive of another's privacy or exploits children, or transmitting any sexually explicit materials, including images and other content;
- (iii) Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair a computer's functionality or the operation of our (or anyone else's) Services, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, or transmit any materials that otherwise violate our rules or policies;
- (iv) violating our rights in or to our intellectual property; and

- (v) to assist you with breaching this Agreement, or any Franchise Agreement between any System Franchise and us.
- (i) **Account Password and User ID.** If the Services require that you become a registered user of the Services or to access any System Site, you must receive or establish one or more passwords and accounts in the manner we designate. Maintaining the confidentiality and security of your passwords and accounts is solely your responsibility. Accordingly, you must maintain the security and confidentiality of your accounts. Do not divulge your password or account information to any third party. You are entirely responsible for all activities that occur on or through your account(s), and you agree to notify us immediately about any unauthorized use of accounts or any breach of security. You agree that we and our affiliates are not and will not be responsible for any losses incurred in connection with any misuse of or failure to secure passwords, nor do or will they have any responsibility whatsoever for your failure to comply with this Section.
- (j) **Do Not Violate Third Party Intellectual Property Rights.** Without any of our rights or your obligations under this Agreement, you may not, and by using the Services or an System Site you agree not to, use the Services or an System Site to: (i) transmit material that is copyrighted, unless you are the copyright owner or have obtained the permission of the copyright owner to transmit it; (ii) transmit material that reveals trade secrets, unless you own them or have the permission of the owner to so transmit them; or (iii) transmit material that infringes on any Intellectual Property Rights (as defined below) of others or violates the privacy or rights of publicity of others. For purposes of this Agreement, the term “**Intellectual Property Rights**” means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights.
- (k) **Ownership.** The trademarks, trade names, logos, color schemes, service marks, slogans, and similar means if identifying products or services displayed on any of the System Sites, including without limitation, any variation of the terms or phrases “Quality is the Foundation of Every Home We Build”, “FLORIDA’S HOMETOWN BUILDER”, “SUAREZ HOUSING” and/or “INLAND HOMES®,” “The Difference is in the Details®,” “Clean, Complete and On-Time®” (collectively, the “**System Marks**”) and other Intellectual Property Rights are our or our licensors registered and/or common law System marks or other Intellectual Property Rights. All content and materials on the System Sites including, without limitation, the System marks, button icons, images, audio clips, and software, copyrights, patents and other Intellectual Property Rights included in the Services or an System Site, are our property or our licensors’ and are protected by U.S. and international copyright, patent, trademarks, and other proprietary rights and Intellectual Property Rights

laws. The compilation of all content on the System Sites is our exclusive property and is protected by U.S. and international copyright laws. All software used on the System Sites are our property or our licensors and protected by U.S. and international copyright laws. Except to the minimum extent otherwise expressly permitted under copyright law, no copying or exploitation of material from the Services is permitted without the express written permission of us and any other applicable copyright owner. You may not copy, reproduce, republish, upload, post, transmit, sell, distribute, transfer or modify any of the content, data, information or materials found on the System Sites , but you may download, display and print one (1) copy of the content displayed on our site on a single computer for your personal-non-commercial use. You will not use the System marks or other content on any site, website, web page, portal, or any form of advertisement which you operate, authorize or control without our express written permission. You may not use our System marks or copyrighted materials in any search engine descriptions, content (meta-tags, "white lettering", key words, or other means of directing or influencing web traffic to any website, web page, portal or e-mail operated, controlled or authorized by you without our express written permission and your doing so constitutes a violation of our rights under U.S. Federal law, U.S. States' laws, and other international laws and a breach of this Agreement. You will not adopt or use any names, trademarks, slogans, trade names, trademarks, service marks, e-mail addresses, URLs, meta-tags, key words, search descriptions or the like that are the same or are confusingly similar to the System marks. Without our prior written consent, you will not submit or maintain any information submitted to search engines which incorporate any content from the System Sites, the System marks, our copyrighted materials or any marks that are confusingly similar to the System marks.

5. **No Use of our Marks for Optimization.** You may not use our System Marks or copyrighted materials in any search engine descriptions, content (meta-tags, "white lettering", key words, or other means of directing or influencing web traffic to any website, web page, portal or e-mail operated, controlled or authorized by you without our express written permission and your doing so constitutes a violation of our rights under U.S. Federal law, U.S. States' laws, and other international laws and a breach of this Agreement. You must not purchase "adwords", "keywords" or the like that bear our Marks or derivatives thereof. You will not adopt or use any names, trademarks, slogans, trade names, trademarks, service marks, e-mail addresses, URLs, meta-tags, key words, search descriptions or the like that are the same or are confusingly similar to the System Marks. Without our prior written consent, you will not submit or maintain any information submitted to search engines which incorporate any content from the System Sites, the System Marks, our copyrighted materials or any marks that are confusingly similar to the System Marks.

6. **Compliance with Laws.** You may use the Services and the System Sites only for lawful purposes. The Services and use of the System Sites are subject to, and you agree that you will at all times comply with, all applicable local, state, national, and international laws, statutes, rules, regulations, ordinances and the like applicable to the use of the Services. This obligation includes your agreement to comply with all applicable laws, automobile, sales, rental, or leasing industry-specific regulations, and rules relating to the export of technical and other data from the United States (and from your country if you are not located in the United States) and your agreement not to export or re-export any such data or any other content or materials in violation of such laws, rules or regulations without first obtaining all necessary licenses, consents and approvals therefore, as well as authorization from us.

7. **Your Access to Certain Services.** As a convenience and courtesy to you, in addition to the Services offered to the general user of the System Sites, we may provide you access certain System Sites for purpose of contracting with us or System Franchises to sell products or services to you. If we do so, any offers or sales made in connection with the use of such System Sites will be subject to our Purchase Policies and this Agreement. See our Purchase Policies which may be published in our Manuals. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by the agreements into which you thereby enter. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the “**E-Sign Act**”) or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, APPLICATIONS AND OTHER RECORDS AND ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THIS System Site. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of nonelectronic records, or to payments or the granting of credits by other than electronic means. You may obtain a copy of this Agreement by printing it now at no additional cost to you or by contacting us later at www.suarez@suarezhousing.com. We may charge you up to \$5 per copy of this Agreement if we send a copy to you at a later date. In addition, you understand that certain Services on the System Sites such as a general contents page and a current information page (which provides information that may include, without limitation, news of interest to users of the System Sites, shipper information and other Services) may include materials and information from third parties, and you acknowledge and agree that we have minimal control over such information. Accordingly, we cannot guarantee, represent or warrant that the content contained in the System Sites is accurate, appropriate to you, and/or inoffensive.

8. **We Make No Warranties.** YOU USE THE SERVICES AND THE SYSTEM SITES IS AT YOUR SOLE RISK. THE SERVICES AND THE SYSTEM SITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS,

WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OF TITLE OR NONINFRINGEMENT. WE DO NOT WARRANT THAT THE SYSTEM SITES WILL BE AVAILABLE OR OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. IN ADDITION, WE DO NOT WARRANT THAT INFORMATION AVAILABLE ON OR THROUGH THE SYSTEM SITES INCLUDING, WITHOUT LIMITATION, ESTIMATED FEES BASED ON USER-PROVIDED INPUT ANY SALES TRANSACTIONS PAGE OR SIMILAR SOFTWARE FUNCTION, ARE APPROPRIATE, ACCURATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION, AND ACCESSING THEM FROM JURISDICTIONS WHERE THEIR CONTENTS ARE ILLEGAL IS EXPRESSLY PROHIBITED. FURTHER, WE DO NOT WARRANT THAT PUBLISHED FEES BASED ON USER-PROVIDED INPUT IS AN ACCURATE OR TRUE REFLECTION OF THE FEES, TERMS AND CONDITIONS THAT WILL BE BINDING BETWEEN THE CONTRACTING PARTIES.

9. **Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICES OR ANY ASPECT OF THE SYSTEM SITES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS, IN WHOLE OR IN PART, HELD TO BE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF US FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THE SYSTEM SITES OR THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO TWO HUNDRED FIFTY DOLLARS (\$250).

THE LIMITATION OF LIABILITY HEREIN APPLIES TO ALL LIABILITIES IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM YOUR USE OR YOUR INABILITY TO USE THE SYSTEM SITES OR SERVICES, OR ANY OTHER MATTER ARISING FROM OR RELATING TO THE SYSTEM SITES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. **Indemnity of Us.** You agree to indemnify and hold us harmless, and, at our request, to defend us from and against any claim, demand, cause of action, debt, loss or liability, including reasonable attorneys' fees, to the extent that such action is based upon, arises out of, or relates to your use (or inability to use) the Services, any aspect of the System Sites, or any other activities of yours accomplished using the Services or the System Sites.
11. **Order of Precedence.** This Agreement governs your use of the System Sites and access to the Services. This Agreement does not modify, alter or amend any other agreement you have entered or will enter into with us or any of our related or affiliated entities. To the extent that any provision of this Agreement, or any supplemental agreement offered as any part of any registration for additional Services on the System Site, conflicts with any provision of your other agreements with us or any of our related or affiliated entities, the terms of such other conflicting term(s) of this Agreement.
12. **Resale of Services.** Unless you are, SUAREZ HOUSING™ franchisee, an INLAND HOMES® Business franchisee, CLASSIC TOWNHOMES™ franchisee or a franchisee under another brand under a franchise granted by us or our affiliates, and you are in full compliance with your agreements with us, **you also may not resell the Services (or any part thereof)** without our prior written consent. If you wish to do so, contact us at www.suarez@suarezhousing.com to determine if we will grant you permission to resell the Services or use the System marks in such manner. If you wish to access System Site or use any of the Services, copyrighted materials or the System marks for commercial purposes or which affiliate with our System marks in any way, contact www.suarez@suarezhousing.com to discuss establishing a commercial relationship with us and find out if we will grant you written permission to do so. You acknowledge that you do not acquire any ownership or license rights by virtue of downloading the System marks, copyrighted material from the Services. All rights not expressly granted under this Agreement are expressly reserved to us. If you believe your rights under applicable copyright laws are being infringed, you may notify our designated personnel who assist us with our Copyright notice and takedown policies.

V. **LEGAL NOTICES: REGARDING SPECIFICATIONS, PRICES, TERMS, RENDERINGS AND OTHER INFORMATION.**

1. **Equal Housing Opportunity.** We and our companies are pledged to the letter and spirit of the U.S. policy for the achievement of equal housing opportunity. We encourage and support affirmative advertising and marketing programs in which there are no barriers to obtaining housing because of race, color, religion, gender, handicap, familial status, or national origin. Any models or persons depicted on the System Sites or in our advertising of any kind are not intended to be representative of or indicate a preference for any particular race, color, religious, national, economic, political or family status.

2. **Equal Opportunity Employer.** We are an equal opportunity employer. We consider applicants for all positions without regard to race, color, religion, sex, national origin, age, marital status, disability, or any other legally protected status. Any models or persons depicted on the System Sites or in our advertising of any kind are not intended to be representative of or indicate a preference for any particular race, color, religious, national, economic, political or family status.
3. **No Offer to Sell Real Property.** The System Sites and the related links do not constitute an offer to sell real property. Offers to sell property may be made and accepted only at the sales center for the System communities in which we build. Information contained on the System Sites is intended to be informative only, and does not constitute a representation or warranty with regard to any System residences or communities, or any products or services provided by us. The materials provided at System Sites are strictly for information purposes as a service to Internet users and shall not be construed as an offer in any jurisdictions where prior registration or other advance qualification of real property is required. Inquire of the specific community to see if the property is qualified for sale in your jurisdiction. Responses will be limited if prior registration is required.
4. **Prices are Subject to Change.** Although every effort has been made to ensure that our prices and terms contained herein are accurate and current, at any time, such prices and terms are subject to change, prior sale, selected lot premiums and/or predetermined options. Prices shown generally refer to the base house and do not include any optional features.
5. **Features are Subject to Change.** The System Sites may contain content errors or typographical errors. Also, photos and/or drawings of homes may show upgraded landscaping and may not represent the lowest-priced homes in the community. We reserve the right to make changes to our home designs and to build more or fewer homes than currently planned. Some or all of the renderings and floor plans in these materials are artists' conceptual drawings and will vary from the actual plans and homes as built. Square footage numbers are approximate and may vary from the actual plans and homes as built. We cannot control future development or guarantee the preservation of any view or the natural environment surrounding its communities. Any facilities labeled "proposed" or "future development" are in formative stages and there is no guarantee that they will be completed or developed in accordance with any plans or specifications, if at all. Certain neighborhood or project amenities may not be complete and completion is neither warranted nor guaranteed. Despite the efforts by us to provide accurate information, it is not possible to completely ensure that the ever-changing information affecting its properties is up-to-date. Views vary significantly by lot location and may be affected by future development. Promotional programs are typically available only on select lots, at select communities, and may not be available in conjunction with other offers. Payment of any Broker Co-Op fee will be subject to certain conditions including, but not limited to, completion of a registration card evidencing that the buyer was

accompanied by the broker on the first visit to the home. Please consult a System Sales Representative for specific price or other information for each community.

6. **Your Access to Certain Services.** As a convenience and courtesy to you, in addition to the Services offered to the general user of the SYSTEM Sites, we may provide you access certain SYSTEM Sites for purpose of contracting with us or our affiliate to sell products or services to you. If we do so, any offers or sales made in connection with the use of such SYSTEM Sites will be subject to our purchase policies and this Agreement. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by the agreements into which you thereby enter.

VI. **MISCELLANEOUS.**

1. **Choice of Law and Forum.** The Services are controlled by us from within the State of Florida, USA, although it may be accessed and used throughout the world. Subject to Section 11 by submitting a registration or by accessing or using the Services, you and we each agree that the substantive laws of the State of Florida, USA will govern with respect to all matters relating to or arising from this Agreement, or the use (or inability to use) the Services, and that such laws will apply without regard to principles of conflict of laws. Subject to the dispute resolution procedures set forth above, you and we agree and hereby submit to the exclusive jurisdiction and venue of the appropriate State and Federal courts located in Pinellas or Hillsborough Counties, Florida, USA with respect to such matters. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Services must be filed or otherwise commenced within one (1) year after such claim or cause of action arose or be forever barred.
2. **Other Miscellaneous Terms.** Subject to the terms of this Agreement (your Franchise Agreement with us, if any) and our other operating rules and policies for the System Sites , this Agreement constitutes the entire agreement between you and us with respect to the subject matter addressed herein, and governs your use of the Services, superseding any prior agreements between you and us relating to such subject matter, but this Agreement may be supplemented by any other agreement you enter into with us pursuant to a registration to access certain features of the System Sites . The failure of us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement remain in full force and effect. The section headings used in this Agreement are for convenience only and have no legal or contractual effect.

VII. **ELECTRONIC SIGNATURE.**

Without limiting the foregoing, our Services at the System Sites are not intended for use by or availability to minors. IF YOU ARE NOT LEGALLY AN ADULT UNDER THE LAW WHERE YOU LIVE OR IF YOU ARE UNDER 18 YEARS OF AGE, YOU MAY NOT ACCESS THE SYSTEM SITES OR USE THE SERVICES AND DO NOT PROVIDE ANY AGE-SPECIFIC INFORMATION TO US. IF SO, PLEASE IMMEDIATELY DISCONTINUE USE OF THE SERVICES AND DO NOT ACCESS THE SYSTEM SITES.

BY CLICKING THE BUTTON MARKED **[I ACCEPT]** OR BY ANY OTHER ACT ON YOUR PART TO USE THE SYSTEM SITE OR THE SERVICES IN ANY WAY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL OF THE TERMS AND CONDITIONS, POLICIES AND PROCEDURES INCORPORATED INTO IT.

IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT OR DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL OF THE AGREEMENTS POLICIES AND PROCEDURES THAT ARE INCORPORATED INTO IT, CLICK ON THE BUTTON MARKED **[I DO NOT ACCEPT]**.

***[I DO NOT ACCEPT
THIS AGREEMENT]***

***[I ACCEPT THIS
AGREEMENT]***

COPYRIGHT NOTICE AND TAKEDOWN POLICY

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. **ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE.**

NOTE: THE FOLLOWING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING THE SERVICE PROVIDERS REFERENCED BELOW THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, (E.G. REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OF EMAIL ABUSE, AND PIRACY REPORTS), WILL *NOT* RECEIVE A RESPONSE THROUGH THIS PROCESS.

WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

Written notification must be submitted to the following Designated Agent:

Service Provider(s):
Suarez Homebuilding
Groups, LLC: Attn. Delton Cunningham.
9950 Princess Palm Ave, Suite 212, Tampa,
FL 33619

Name of Agent Designated to Receive Notification

of Claimed Infringement: Scott P. Weber, Esq.

Full Address of Designated Agent to

Which Notification Should be Sent: Scott P. Weber
Phelps Dunbar, LLP
100 South Ashley Drive
Suite 1900
Tampa, Florida 33602

Telephone Number of Designated Agent: (813) 472-7892
Facsimile Number of Designated Agent: (813) 472-7570
Email Address of Designated Agent: scott.weber@phelps.com

To be effective, pursuant to Title 17, United States Code, Section 512(c)(3)(A), the Notification must include the following:

An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;

A description of the copyrighted work that you claim has been infringed, and a description of the infringing activity including of where the material that you claim is infringing is located on the Company's site sufficient to allow us to locate the material; identification of the location where the original or an authorized copy of the copyrighted work exists, for example the URL of the website where it is posted or the name of the book in which it has been published

Your address, telephone number, and e-mail address;

A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.