

1000M | Legal Disclaimer

Developer License Number 2496464. 1000M is developed by 1000 South Michigan Equities LLC and is exclusively marketed by @Properties. No federal agency has judged the merits or value of this property. Nothing contained herein shall be construed as an offer that may be accepted, and nothing contained herein shall be construed as an offer to sell or a solicitation to buy in any state where prior registration is required. Prices, plans, products, amenities and availability are subject to change without notice. Availability of certain amenities is not assured and may require a separate agreement and payment of additional fees. The developer reserves the right to make modifications in materials, specifications, plans, pricing, various fees, designs, scheduling and delivery of the residences without prior notice. All dimensions and square footages are approximate and subject to normal construction variances and tolerances and changes resulting from unforeseen conditions and are not intended to be and shall not be used as a statement of actual usable space contained within any Units. All dimensions and square footages are measured to the exterior face of perimeter walls, the interior face of walls shared with certain common area elements (i.e., fire stairs, back of house hallway, electrical rooms), and the center line of unit demising walls (i.e., walls between two adjacent units) and walls shared with the elevator vestibule and include perimeter and interior walls, windows, shafts, columns and other structural elements. The location of finishes, appliances, and equipment on the marketing materials may vary from the location when installed. Washer/dryers where depicted on marketing materials as side-by-side installations may be stacked to comply with FHAA requirements. The developer reserves the right to make modifications to the floor plans, specifications and unit dimensions at any time without notice.

TERMS OF USE

Copyright 2017 1000 South Michigan Equities LLC All Rights Reserved.

Terms and Conditions

- 1. Acceptance of Terms.** Any right of access to and use of this website (this "Site") by you ("User") is subject to your compliance with all of the following terms and conditions (the "Terms and Conditions") and all applicable laws. By accessing and browsing this Site, you accept, without limitation or qualification, the Terms and Conditions herein. 1000 South Michigan Equities LLC ("Company") may revise these Terms and Conditions at any time by updating this posting. Your right to use of this Site is contingent upon your agreement to be bound by any such revisions. You can view the most current version of the Terms and Conditions at any time, without prior notice, by visiting this webpage. Please note that websites launched by any affiliates, subsidiaries or divisions of Company are governed by separate terms and conditions.
- 2. Description of Services.** This Site's Web service provides users with access to a rich collection of information and data about Company and the 1000M Condominium project. Users are able to read and receive information on Company and the 1000M Condominium project, read stories and press releases and access news articles, and search the site to find content that interests them. Users can also submit inquiries through the website, and request to be notified when an item of interest becomes available in the press and news section. For example and without limitation: Users may view floor plans and renderings, and schedule appointments and showings of the project (collectively, the "Services").
- 3. Company Privacy Policy.** Any and all personal information posted to this Site is subject to our Privacy Policy. You can access our Privacy Policy by clicking here.
- 4. Children's Online Privacy Protection Act.** Company is committed to complying fully with the Children's Online Privacy Protection Act. Accordingly, if you are under the age of 13, you are not authorized to provide us with personally identifying information. We appreciate your cooperation with this federally mandated requirement. Users are cautioned that the collection of personal information volunteered by children on-line or by e-mail will be treated the same as information given by an adult and may be subject to public access.
- 5. User Conduct.** You agree that you will not use this Site to: (a) interfere with or disrupt the Services or servers or networks connected the Services, or (b) disobey any requirements, procedures, policies or regulations of networks connected to the Services, or (c) intentionally or unintentionally violate any applicable local, state, national or international law, regulation or ordinance.
- 6. Links.** Links contained in this Site are intended for informational purposes only. Company has no control over such websites, makes no representations or warranties, whether expressed or implied, about such websites, does not endorse such websites and assumes no responsibility for any content or materials on or available from such websites or damage resulting there from.
- 7. No Resale of Services.** You will not duplicate, copy, distribute, sell, resell or exploit any portion of the Services, use of the Services, access to the Services or content of the Site.
- 8. Modifications to Services.** Company reserves the right to modify, suspend or discontinue all or a portion of the Services with or without notice. You agree that Company, its affiliates, subsidiaries, employees and agents shall not be liable to you for any modification, suspension or discontinuance of the Services.
- 9. Termination of Services.** Company reserves the right to terminate your use of the Services or your access to the Site, for any reason. Any termination pursuant to this provision may be without prior notice and you agree that Company shall not be liable to you for such termination.
- 10. Disclaimer of Warranties.**
 - (a) This Site is provided on an "as is" basis. Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, course of dealing or usage of trade and non-infringement.
 - (b) The information posted at the Site and in emails generated from the Site is given as of the date hereof and Company assumes no obligation to update or supplement this information to reflect any facts or circumstances which may hereafter come to its attention or any changes in laws which may hereafter occur.
 - (c) Company makes no warranty whatsoever as to the accuracy of the content, without limitation, that (i) the Site or the Services will meet your requirements, (ii) the Site or the Services will be uninterrupted, timely, secure or error-free, (iii) the results that may be obtained from the use of the Site or the Services will be accurate or reliable, (iv) the quality of the information or materials obtained by you through the Site or the Services will meet your expectations, or (v) any errors in the software will be corrected.
 - (d) Any material downloaded or otherwise obtained through the use of the Site or the Services is done at your own risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download or receipt of any such material.
 - (e) No advice or information, whether oral or written, obtained by you from Company, the Site or the Services shall expressly create any warranty not expressly stated in the Terms and Conditions.

1000M | Legal Disclaimer

11. Limitation of Liability. Company, its parents, subsidiaries, affiliates, and the members, managers, employees, and agents of each, shall not be liable for any direct, indirect, special, reliance, consequential or exemplary damages, including, but not limited to, loss of profits or data, loss of or damage to property, claims of third parties or any other damages whatsoever, whether arising as a contract, negligence or tort action, in connection with the use of, or the inability to use, the Site or the Services, and the User hereby waives any such action and releases the aforesaid parties from any such claims.

12. Governing Law. Any dispute arising by virtue of your access to or use of this Site or the Services shall be governed by Illinois law without giving effect to any rules of conflicts of law, and shall be subject to the exclusive jurisdiction of the courts of the county of Cook, Chicago, Illinois, USA.

13. Intellectual Property. The trademarks, trade names, service marks and logos used on this Site, including but not limited to "1000M" are property of Company and others. No license or right to use any trademark contained on this Site is granted, whether by implication or otherwise, and any use of any trademarks, trade names, service marks and logos contained on this Site is expressly prohibited unless authorized in writing by the property owner.

14. Contact Information. Any questions regarding these Terms and Conditions should be directed to: info@1000southmichigan.com

15. General Information. The Terms and Conditions constitute the entire agreement between you and Company and govern your use of the Site and the Services. The failure of Company to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found to be invalid by a court of competent jurisdiction, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the applicable provision, and the other provisions of the Terms and Conditions shall remain in full force and effect. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Services or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose. The section headings are for convenience only and have no legal or contractual effect.

PRIVACY POLICY

1000 South Michigan Equities LLC ("Company") created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses the information-gathering and dissemination practices for our Site.

IP Address

We use your Internet protocol ("IP") address to help diagnose problems with our server, as well as to administer our Site. Your IP address is used to help identify you and to gather broad demographic information. We may use your IP address to help protect ourselves and our partners from adverse acts. For system administration purposes, we also log IP server addresses and catalog traffic patterns through our Site and our members' affiliates' and/or subsidiaries' web sites. However, we do not link this information to Users' personal information.

Collection and Use of Personal and Demographic Information

We collect personal information when users opt to fill out an e-mail submission form in order to request information or contact someone at Company. The e-mail submission forms require users to provide us with the following information: First Name, Last Name and Email Address, and in some cases ask for the following optional information Phone Number, Location, Type of home and price range of interest, and whether the user is a real estate broker. We use the contact information from these forms to send the user information about our company, as well as to contact the User when necessary. Users may opt-out of receiving future mailings; see the section entitled "Opt-Out" below.

We may also collect demographic and profile data at our Site. This data will primarily be used to provide Users with requested information. It may also be used to compile usage statistics and other data regarding the use of the Services. We will not share your personally identifiable information with third parties, outside of the limited circumstances referenced in the paragraph immediately below. We may, however, share with partners aggregated statistical data that includes Users' demographic information but does not identify them. We reserve the right to provide any and all such aggregated and non-individually identifiable data to third parties.

We share User information only with the subsidiaries and affiliates of Company and as described below:

- **Agents:** We employ other companies and individuals to perform functions on our behalf. Examples include creating and maintaining our websites, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes.
- **Business Transfers:** As we continue to develop our business, we might sell or buy assets. In such transactions, customer information generally is one of the transferred business assets. Also, in the event that Company, or substantially all of its assets, or a subsidiary Company controls, or substantially all of its assets, are sold, assigned or acquired, customer information will of course be one of the transferred assets.
- **Protection of Company and Others:** We also release account and other personal information when we believe release is necessary to comply with law; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of Company, our users, or others. This includes exchanging information with other companies and organizations for fraud protection.

Links

This site contains links to other sites. Please note that when you click on one of these links, you are 'clicking' to another Web site. We encourage you to read the privacy statements of these linked sites as their privacy policies may differ from ours. We are not responsible for the privacy practices or the content of such websites.

Amendments

Company may amend this Privacy Policy from time to time. If we make any substantial changes in the way we use your personal information we will notify you by posting a prominent announcement on this page.

Opt-Out

In order to opt-out of future e-mails on a given topic, Users should reply to the e-mail with UNSUBSCRIBE in the subject line. This will halt future communications for that specific function. To re-subscribe, the User must simply go to the site and resubmit the request form.

Contacting the Web site

If you have any questions about this privacy statement, the practices of any of our websites or the information you have submitted to our websites, you can contact us at info@1000southmichigan.com