

TERMS OF USE

Website Usage Agreement Between User and Equity Resources and Parc Residential Properties

Initial Notice

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Scope of Content

The products and programs mentioned on the Web site are subject to availability. For specific unit availability and program information, please visit an Equity Resources and Parc Residential Properties community.

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LIABILITY LIMITATION

UNDER NO CIRCUMSTANCE AND REGARDLESS OF LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL Equity Resources, LLC and Parc Residential Properties BE LIABLE TO YOU OR ANY OTHER PARTY FOR AN INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND REGARDLESS OF CHARACTER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RELATING TO LOST DATA, COMPUTER FAILURE OR MALFUNCTIONING, OR OTHERWISE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU AGREE TO THIS ALLOCATION OF RISK IN RELATION TO YOUR USE OF THE WEB SITE.

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the material on such Web sites or any association with their operators. Accordingly, User agrees to hold harmless Equity Resources, LLC and Parc Residential Properties, its parent, subsidiaries and affiliates, and the shareholders, officers, directors, employees, and agents of any of them against and from and against any and all claims, demands, judgments, costs, liabilities, expenses (including attorneys' fees), and damages arising out of claims resulting from hyperlinking, including, without limitation, any claims alleging facts that if true would constitute a breach by User of these terms and conditions.

Modification of These Terms and Conditions

Equity Resources, LLC and Parc Residential Properties reserves the right to change this Agreement at any time by revising the terms and conditions herein. User is responsible for regularly reviewing these terms and conditions. Continued use of this Web site following any such changes shall constitute the User's acceptance of such changes.

General Terms and Conditions

This Agreement shall be deemed to include all other notices, policies, disclaimers, and other terms contained in this Web site; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control.

This Agreement shall be deemed to have been made in the State of Illinois, U.S.A. and shall be interpreted, and the rights and liabilities of the parties hereto determined in accordance with the law of the State of Illinois, U.S.A., without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts for the County of Cook, Illinois, U.S.A. for the determination of any claim or controversy between the parties and arising out of or relating to this Agreement. Both parties hereby consent to the jurisdiction of the Illinois courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis.

User acknowledges that no joint venture, partnership, employment, or agency relationship exists between the User and Equity Resources, LLC and Parc Residential Properties as a result of this Agreement or use of this Web site. User agrees not to hold himself or herself out as a representative, agent, or employee of Equity Resources, LLC and Parc Residential Properties and shall not be liable for any representation, act, or omission of the User.

Equity Resources, LLC and Parc Residential Properties performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Equity Resources, LLC and Parc Residential Properties right to comply with law enforcement requests or requirements relating to the User's use of this Web site or information provided to or gathered by Equity Resources, LLC and Parc Residential Properties with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

This Agreement constitutes the entire agreement between the User and Equity Resources, LLC and Parc Residential Properties with respect to this Web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Equity Resources, LLC and Parc Residential Properties with respect to this Web site. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Indemnification

As a condition of use of this Web site, the User agrees to indemnify Equity Resources, LLC and Parc Residential Properties, its parent, subsidiaries and affiliates, and the shareholders, officers, directors, employees, partners, and agents of any of them against and from and against any and all claims, demands, judgments, costs, liabilities, expenses (including attorneys' fees), and damages arising out of claims resulting from User's use of this Web site, including, without limitation, any claims alleging facts that if true would constitute a breach by User of these terms and conditions.