

## TERMS AND CONDITIONS OF USE

Copyright 2007 Meritage Properties, LLC

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE (THE "TERMS") CAREFULLY BEFORE USING THIS WEB SITE (THE "SITE"). THE TERMS GOVERN YOUR USE OF THE SITE AND ARE BINDING BETWEEN YOU AND MERITAGE PROPERTIES, LLC ("MERITAGE"). YOUR USE OF THE SITE MAY ALSO BE SUBJECT TO TERMS AND CONDITIONS CONTAINED IN SEPARATE WRITTEN (INCLUDING ELECTRONIC) AGREEMENTS BETWEEN YOU AND MERITAGE WITH RESPECT TO SPECIFIC PRODUCTS AND SERVICES OFFERED BY MERITAGE.

### 1. Acceptance of Terms and Subsequent Amendments

Your use of the Site constitutes Your full legal acceptance of the Terms, to the same extent as if You had physically signed an agreement with Meritage. IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE THE SITE. You agree that Meritage may amend or alter the Terms by posting on the Site such revised Terms or a reference to the web site where such revised Terms may be reviewed. Use of the Site after such posting of any modifications or additions shall constitute Your acceptance of the new Terms as indicated above. We therefore suggest that You review the Terms periodically for any changes or modifications. You may request a physical copy of the current Terms by writing to Meritage at the address set forth in Section 9 below.

### 2. Limited Authorization to Use Protected Material

Meritage grants You permission to display, download, and reproduce information posted on the Site ("Information") subject to Your agreement to abide by the following conditions: You may display, download, and reproduce the Information solely for Your personal, non-commercial purposes or Your internal business purposes. You must retain and reproduce each copyright notice or other proprietary rights notice contained in any of the Information You display, download, or reproduce. With the exception of the foregoing limited authorization, You are not granted any license to or right in the Information on the Site, nor may You modify, transmit, reproduce, distribute, publish, transfer, sell or otherwise use any Information obtained from or through the Site.

The Site contains or references trademarks, copyrights, patents, trade secrets, logos or other proprietary rights of Meritage ("Intellectual Property"). The Information and Intellectual Property on the Site are the exclusive property of Meritage. Removing or altering any copyright or other legal notice included with Information on the Site is prohibited. Meritage also owns a copyright in the Site as a collective work and/or compilation, and in the selection, coordination and arrangements of the Site's content. Except as otherwise expressly stated herein, You are not granted any license to use, or right in, any Intellectual Property on the Site. Non-compliance relating to displaying, downloading and reproduction of the Information, and the use of the Intellectual Property displayed or otherwise made available on the Site, constitutes a material breach of the Terms and immediate forfeiture of the above limited authorization.

Images of people or places displayed on the Site are either the property of, or used with permission by, Meritage. The use of these images by You, or anyone else authorized by You, is prohibited unless specifically permitted by the Terms or by specific permission provided elsewhere on the Site or in a separate writing signed by an authorized officer of Meritage. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and potentially other statutes and regulations. Descriptions of, or references to, products, services, or publications within the Site does not imply endorsement of that product, service, or publication. Meritage makes no warranty of any kind with respect to the subject matter included herein, the products listed herein, or the completeness or accuracy of the information. The Site could include technical inaccuracies or typographical errors.

The Site may also contain or reference the intellectual property of third parties. No license or permission is granted herein with respect to any of this information.

### 3. Accuracy: Limitation of Liability and Exclusion of Warranties

Meritage makes commercially reasonable efforts to ensure that all information contained on the Site is accurate and up to date. Nevertheless, Your use and browsing of the Site is exclusively at Your own risk and the Site is provided to You AS-IS WITHOUT WARRANTY OF ANY KIND. MERITAGE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE SITE AND THE MATERIALS CONTAINED HEREIN. MERITAGE EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF ACCURACY OR QUALITY AND ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ASSUMES NO LIABILITY FOR ANY ERRORS AND/OR OMISSIONS IN THE INFORMATION CONTAINED IN THE SITE.

MERITAGE ALSO EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS YOU ACCESS OR BROWSE THE SITE OR DOWNLOAD MATERIAL FROM THE SITE.

UNDER NO CIRCUMSTANCES SHALL MERITAGE, ITS SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM ITS PERFORMANCE OR ANY FAILURE TO PERFORM UNDER THE TERMS EVEN IF MERITAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 4. Non-Proprietary and Non-Confidential Treatment of Information

Meritage reserves the right to treat any communication You make with Meritage via the Site as non-proprietary and not confidential. Meritage is free to use any idea, concept, or invention created by You and transmitted to it via the Site notwithstanding any limiting language You may use when transmitting such information. If You do not want Meritage to use Your idea unless it pays You a fee, or agrees to other terms, do not transmit it to Meritage via the Site.

### 5. Privacy

Meritage takes Your privacy seriously. Your use of the Site constitutes the acceptance of Meritage's Privacy Policy, which is incorporated by reference into the Terms. Please read our privacy policy [www.meritageprop.com](http://www.meritageprop.com), which explains how we handle personal data collected by Meritage, if any, via the Site. Note that any third party Web sites linked to the Site, including, without limitation, those of third party vendors that provide services to Meritage for support of its clients ("Vendors") have their own privacy policies, which may or may not differ from Meritage's privacy policy. You are responsible for reviewing the privacy policies of these Web sites to determine if these privacy policies are acceptable to You. Meritage reserves the right to change its privacy policy without prior notice. You are responsible for periodically reviewing our privacy policy. Your continued use of the Site will be deemed an acceptance of the privacy policy then in effect.

### 6. Links to Third Party Sites

The Site may contain links to other Web sites or frame information from other Web sites that are not under the control of Meritage, including those sites of Vendors. Meritage is providing these links and/or frames to You only as a convenience. MERITAGE MAKES NO ENDORSEMENTS, WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER REGARDING THOSE WEB SITES, INCLUDING THE PRODUCTS, SOFTWARE, MATERIALS, SERVICES, CONTENT OR ACCURACY OR APPROPRIATENESS OF CONTENT ON SUCH LINKED WEB SITES. YOUR DECISION TO ACCESS ANY SUCH OTHER WEB SITES SHALL BE ENTIRELY AT YOUR OWN RISK AND DISCRETION. IN PARTICULAR, PLEASE NOTE THAT THE POLICIES OF OTHER WEB SITES LINKED TO THE SITE MAY BE MATERIALLY DIFFERENT THAN THE TERMS, ESPECIALLY WITH RESPECT TO THE USE AND COLLECTION OF PERSONAL INFORMATION AND WITH RESPECT TO THE USE OF PROPRIETARY INFORMATION POSTED ON THAT WEB SITE. No permission is hereby granted to You to link from any other Web site to any portion of the Site, or to frame any content contained on the Site without Meritage's prior written permission.

#### 7. Intended Audience; Local Laws; Dispute Resolution

The Site and the services described on the Site are intended for adult individuals only. Meritage does not target children under the age of 18 and does not seek to collect any personally identifiable information about children under the age of 18. We encourage and support the efforts of parents and legal guardians of children to monitor their children's internet usage and to caution them against providing personally identifiable information to any Web site over the Internet without permission.

The Site (excluding any linked Web site) is controlled by Meritage from its offices within the State of New York, United States. By accessing the Site, You agree that all matters relating to access to, or use of, the Site or any other linked Web site, shall be governed by the laws (both substantive and procedural) of the State of New York and the laws of the United States of America, without regard to the conflicts of laws principles. You also agree, and by using the Site hereby submit, to the exclusive personal jurisdiction and venue of the courts of the State of New York relating to any dispute arising out of Your use of the Site.

Your use of the Site is void where prohibited by laws in jurisdictions to which You are otherwise subject, and You agree that You shall not visit or use the Site in any such circumstances. You agree and acknowledge that Your use of the Site, and all transactions occurring in connection with the Site, shall be deemed to have occurred and taken place solely in the State of New York, United States of America.

#### 8. Statute of Limitations

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 Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### 9. Miscellaneous

If you discover a link on the Site that is not active or other information that You believe is out-of-date, we invite you to submit this information to us at [nmaselli@meritageprop.com](mailto:nmaselli@meritageprop.com).

If Meritage, in its sole discretion, determines that a violation of the Terms has occurred, Meritage may pursue any of its legal remedies. However, the failure of Meritage to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

In the event that any provision of the Terms is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

The section titles in the Terms are for convenience only and have no legal or contractual effect.

Meritage is committed to providing the best possible experience for users of the Site. If You observe material or behavior that may violate one of the Terms, including without limitation material that You believe may be infringing another's rights, please contact Webmaster, Andrew Nathan, (914) 723-3533 or by emailing at [anathan@meritageprop.com](mailto:anathan@meritageprop.com).