

## TERMS OF USE

**Last Modified: April 2018**

### *Ownership of Websites and Users' Agreement to Terms of Use*

These Terms and Conditions of Use (“**Terms of Use**”) apply to <http://www.homein5advantage.com>, <https://www.facebook.com/HomeinFiveAdvantage>, and all portions of the associated sites owned or operated by The Industrial Development Authority of the County of Maricopa and The Industrial Development Authority of the City of Phoenix, Arizona (the “**IDAs**”) which are related to the Home in Five Advantage Program (collectively, the “**Websites**”). The Websites are the property of the IDAs.

**BY VISITING AND USING THE WEBSITES, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE, DO NOT VISIT OR USE THE WEBSITES.**

The IDAs reserve the right, at their sole and absolute discretion, to change, modify, add or remove portions or all of these Terms of Use, at any time, without notice. It is your responsibility to check these Terms of Use periodically for changes. Your continued use or any visit, no matter how brief, of the Websites following the posting of changes will mean that you accept and agree to the changes, even if not prompted to do so. As long as you comply with these Terms of Use, the IDAs grant you a personal, non-exclusive, non-transferable, limited privilege to enter the Websites.

### *Content*

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, service marks, trade names, service names, logos, sounds, music, artwork and computer code (collectively, the “**Content**”), including but not limited to the goodwill, design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content contained on the Websites is owned, controlled, operated and/or licensed by or to the IDAs, and is protected by federal and state trade dress, copyright, patent and trademark laws, and various other intellectual property and unfair competition laws.

### *Your Use of the Websites*

You may not use any “deep-link,” “page-scrape,” “robot,” “spider,” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, distribute or monitor any portion of the Websites or any Content, or in any way reproduce, distribute or circumvent the presentation of the Websites or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available by the IDAs through the Websites.

Except as expressly provided in these Terms of Use, no part of the Websites and no Content may be copied, broadcast, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for copying, broadcast, publication or distribution or for any commercial enterprise, without the IDAs’ specific and express prior written consent.

You may use information on the IDAs’ services only when it is clear, through specific notice, that it is purposely and knowingly made available by the IDAs for downloading from the Websites, provided that you: (1) do not remove proprietary notice language in all copies of such documents; (2) ***use such information only for your personal, non-commercial informational purpose*** and do not copy or post such information on any networked computer, server, website, or other medium for publication or distribution or for any commercial enterprise, or broadcast, copy, reproduce, republish, upload, post, publicly display, encode, translate, transmit or distribute in any media or on any other computer, server, website or other medium for publication or distribution or for any commercial enterprise; (3) make no additions, deletions, changes, or modifications to any content or information contained therein; and (4) do not make any representations or warranties relating to such information.

You may not attempt to gain, or assist anyone in attempting to gain unauthorized access to any portion, page or feature of the Websites or Content, or any other systems or networks connected to the Websites, networked computers or their servers, or to any of the services offered on or through the Websites.

You may not, or assist anyone to probe, scan or test the vulnerability of the Websites or any network or server connected to the Websites, nor breach the security or authentication measures on the Websites or any network or server connected to the Websites. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Websites, to its source, or exploit the Websites or the Content, or any service or information made available or offered by or through the Websites.

You agree not to use, or assist anyone to use any device, software or routine to interfere or attempt to interfere with the proper working of the Websites or any transaction being conducted on the Websites, or with any other person’s, organization’s or entity’s use of the Websites.

You may not, or assist anyone to manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Websites or any service offered on or through the Websites. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual, organization, or entity.

You may not use the Websites or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance or perform any illegal activity or other activity which infringes or violates the rights of the IDAs or others.

### ***Other Terms and Conditions***

The IDAs' services are governed solely by the agreements pursuant to which they are provided, and nothing on the Websites should be construed to alter such agreements. Nothing contained on the Websites or in the Content shall be construed to constitute any contract, license or agreement between or among the IDAs and any other person, organization or entity that visits or uses the Websites or the Content, whether pursuant to these Terms of Use or otherwise.

The IDAs may make changes related to any links, affiliates, or services offered on the Websites, at any time, without notice. The materials on the Websites with respect to services or any other information may be out of date, and the IDAs make no commitment to update the materials on the Websites with respect to any services or information.

### ***Accounts, Passwords and Security***

Certain features or services offered on or through the Websites may require you to sign up for or open an account. You are entirely responsible for maintaining the confidentiality of the information you provide to sign up for, open or maintain your accounts, including your IDs, passwords and user names, and for any and all activity that occurs under your accounts, including as a result of you failing to keep this information secure and confidential. You may be held liable for losses incurred by the IDAs or any other third party, including but not limited to, any user of or visitor to the Websites, due to someone else using your IDs, passwords, user names, or accounts as a result of you failing to keep your account information secure and confidential.

You may not access, use, distribute, copy or obtain any information regarding anyone else's IDs, passwords, user names, or accounts at any time without the express permission and consent of the holder. You may not assume the identity of any other person, organization or entity when opening or using any ID, password, user name or account, or when providing contact or other personal information to the IDAs. You may not provide any other person's, organization's, or entity's contact or other personal information to the IDAs without such person's, organization's, or entity's express written permission to do so. The IDAs will not be liable for any loss or damage to you or to any other person, organization, or entity arising from your failure to comply with these obligations.

### ***Privacy***

The IDAs' Privacy Policy applies to your visitation and use of the Websites, and its terms are made a part of these Terms of Use by this reference. Additionally, by using the Websites, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Websites may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

### *Links to Other Websites*

The Websites may contain links to other independent third-party websites. They are provided solely as a convenience to our visitors. They are not under the IDAs' ownership, possession or control, and the IDAs are not responsible for and do not endorse the content of any other websites, including any information or materials contained on them. You will need to make your own independent judgment regarding your interaction with such third-party websites.

### *Disclaimers*

**THE IDAs DO NOT WARRANT, AGREE, REPRESENT OR PROMISE THAT THE WEBSITES OR ANY CONTENT, SERVICE OR FEATURE OF THE WEBSITES WILL FUNCTION IN ANY PARTICULAR MANNER, BE ERROR-FREE OR UNINTERRUPTED, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE WEBSITES WILL PROVIDE ANY SPECIFIC RESULTS. THE WEBSITES AND THEIR CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS.**

**THE IDAs DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**ALL INFORMATION PROVIDED ON THE WEBSITES IS SUBJECT TO CHANGE WITHOUT NOTICE AND IS TO BE USED AT YOUR OWN RISK. THE IDAs CANNOT ENSURE THAT ANY ACTIVITY ON THE WEBSITES OR THAT ANY FILES, CONTENT OR OTHER DATA YOU DOWNLOAD FROM THE WEBSITES WILL BE FREE OF VIRUSES OR DESTRUCTIVE FEATURES.**

**THE IDAs DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE WEBSITES, CONTENT AND/OR ANY SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OR VISITATION OF THE WEBSITES AND ANY LINKED, INDEPENDENT OR THIRD-PARTY WEBSITES. YOU AGREE THAT IN EXCHANGE FOR YOUR VISIT OR USE OF THE WEBSITES, YOUR SOLE REMEDY AGAINST THE IDAs FOR DISSATISFACTION WITH THE WEBSITES OR ANY CONTENT IS TO STOP USING THE WEBSITES OR ANY SUCH CONTENT.**

The above disclaimer applies to any and all damages, liability, injuries or loss caused by any actions or omissions of the Websites, the Content, or the IDAs, including but not limited to failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or

unauthorized access to, alteration of, or use, whether for breach of contract, tort, statute, negligence, or any other cause of action or claim, either at law or in equity.

The IDAs reserve the right to do any of the following, in their sole and absolute discretion, at any time, without notice, for any reason and any duration of time: (1) modify, suspend or terminate operation of or access to the Websites, or any portion of the Websites; (2) discontinue, modify or change the Websites, or any portion of the Websites, and any applicable policies or terms; and (3) interrupt the operation of the Websites, or any portion of the Websites.

### ***Exclusion and Limitations of Liability***

In no event will the IDAs be liable to you for any contractual, tort, statutory, direct, indirect, special, consequential, liquidated, exemplary, incidental or punitive damages, including lost profits, even if the IDAs have been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, the IDAs are found by an appropriate court of law to be liable to you for any damage, liability, injury or loss which arises out of or is in any way connected with your use of the Websites or the Content, the IDAs' liability shall in no event exceed the lesser of: (1) the total of any subscription or similar fees with respect to any service on the Websites you paid to the IDAs in the six months prior to the date of the initial claim; or (2) US \$100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

### ***Indemnity***

You agree to indemnify and hold harmless the IDAs and their officers, directors, predecessors, successors in interest, assigns, employees, agents, attorneys, subsidiaries and affiliates, from any causes of action, damages, demands, losses, injuries, liabilities, claims or expenses, including attorneys' fees and costs, made against the IDAs by any third party due to or arising out of or in connection with your visit to or any use of the Websites or the Content.

### ***Violation of These Terms of Use***

The IDAs may disclose any information about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Websites or the Content, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) the IDAs' rights or property, or the rights or property of visitors to or users of the Websites. The IDAs reserve the right at all times to disclose any information that they deem necessary to comply with any applicable contract, license, law, regulation, legal process or governmental request. The IDAs also may disclose your information if and when they determine in their sole and absolute discretion that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations.

You acknowledge and agree that the IDAs may preserve or disclose any transmittal or communication by you through the Websites or any service offered on or through the Websites, and may also disclose such data if required or permitted to do so by law, or if the IDAs determine in their sole and absolute discretion that such preservation or disclosure is beneficial to: (1) comply with legal process; (2) enforce these Terms of Use; (3) respond to claims that any such data violates the rights of others; or (4) protect the rights, property or personal safety of the IDAs, their officers, directors, agents, employees, users of or visitors to the Websites, and the public.

You agree that the IDAs may, in their sole and absolute discretion and without prior notice, terminate your access to the Websites and/or block your future access to the Websites without any cause or notice whatsoever. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to the IDAs, and you consent to the IDAs obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies the IDAs may have at law and in equity.

You agree that the IDAs may, in their sole discretion and without notice, terminate your access to the Websites, and/or block your future access to the Websites for cause, which includes (but is not limited to): (1) requests by law enforcement or other government agencies; (2) a request by you (self-initiated account deletions or modifications); (3) discontinuance or material modification of the Websites or any service offered on or through the Websites; or (4) technical issues or problems.

If the IDAs take or defend any legal action against you, or against any third party because of you, as a result of your violation of these Terms of Use or other intellectual property violations or unfair business practices, they will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the IDAs. You agree that the IDAs will not be liable to you or to any third party for termination of your access to the Websites as a result of any violation of these Terms of Use or for any other reason at all. These Terms of Use do not expressly or impliedly render the Privacy Policy applicable to the Websites either an express or an implied contract between you and the IDAs and you expressly agree that there is no contract between you and the IDAs as a result of the Privacy Policy.

### ***Governing Law; Dispute Resolution***

No recovery may be sought or received for damages by you. In the event of any controversy or dispute between the IDAs and you arising out of or in connection with your use of the Websites, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right

or remedy available to them under applicable law. The prevailing party will be entitled to costs and attorneys' fees.

You further agree that all matters relating to your access to or use of the Websites, including all disputes, will be governed by the laws of the United States and by the laws of the State of Arizona without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Maricopa County, Arizona, and waive any objection to such jurisdiction or venue, and any argument regarding forum non conveniens. The preceding provision regarding venue does not apply if you are a consumer based in the European Union. If you are a consumer based in the European Union, you may make a claim in the courts of the country where you reside.

### ***Void Where Prohibited***

The IDAs administer and operate the Websites in Maricopa County, Arizona; other sites may be administered and operated from various locations in the United States. Although the Websites are accessible worldwide, not all features or services discussed, referenced, provided or offered through or on the Websites are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. The IDAs reserve the right to limit, in their sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature or service made on the Websites is void where prohibited. If you choose to access the Websites from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

### ***Miscellaneous***

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Websites, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. Additionally, such provisions shall not affect the remainder of the provisions of these Terms of Use, and same shall remain in full force and effect, regardless of voidability or unenforceability of any other provision. These Terms of Use constitute the entire agreement between you and the IDAs with regard to your use and visitation of the Websites, and any and all other written or oral agreements or understandings previously existing between you and the IDAs with respect to such use and visitation are hereby superseded and cancelled. The IDAs' failure to insist on or enforce strict performance of these Terms of Use or any portion thereof shall not be construed as a waiver or estoppel of any provision or any right they have to enforce these Terms of Use, nor shall any course of conduct between the IDAs and you or any other

party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties. There is no intended third party beneficiary of these Terms of Use.