

TERMS OF USE

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1. ACCEPTANCE OF TERMS OF USE

By accessing and using the Site, you acknowledge that you have read, understood and agree to be bound by these Terms, including the Privacy Policy, which form an agreement that is effective as if you had signed it. If at any time you do not agree to these Terms, please do not access or use the Site or any of its content.

YOUR ACCESS TO, USE OF AND BROWSING OF THE SITE AND ITS CONTENTS IS SUBJECT TO ALL TERMS CONTAINED IN THESE TERMS OF USE AND 233'S PRIVACY POLICY AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOUR PERMISSION TO ACCESS OR USE THE SITE IS AUTOMATICALLY AND IMMEDIATELY REVOKED.

These Terms may be revised or updated from time to time. Accordingly, you should check the Terms regularly for updates. You can determine when the Terms were last revised by referring to the "Last Revised" legend at the top of this page. Each time you access, use or browse the Site, you signify your acceptance of the then-current Terms. Any material changes in these Terms take effect upon posting and apply only to use of the Site and information collected from you on and after Last Revised date, unless we provide notice or have other communications with you.

233 may make changes to the Site, content, services or features of the Site at any time. You understand and agree that 233 may discontinue or restrict your use of the Site at any time for any reason or no reason with or without notice.

2. PRIVACY POLICY

Please review the [Privacy Policy willistower.com](http://willistower.com) for the Site, which is incorporated in these Terms. If you do not agree with the Privacy Policy, you are not authorized to use the Site.

3. PERMITTED USES

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5. ACCOUNT PASSWORD AND SECURITY

The Site contains some features that require registration of a username and password, including tenant login sections (collectively, "Registered Area"). You agree to provide only accurate and truthful information in creating or maintaining an account. You are responsible for maintaining the confidentiality of your password and are fully responsible for all uses of your password, whether by you or others. When you register for the Registered Area and each time you access your account, you agree to (a) log out of your account at the end of each session; (b) keep your password confidential and not share it with anyone else; and (c) immediately notify 233 of any unauthorized use of your password or account or any other breach of security. 233 is authorized to act on instructions received through use of your password, and is not liable for any loss or damage arising from your failure to comply with this Section or Terms.

6. LINKS TO OTHER WEBSITES

The Site may contain advertisements, postings and links to websites operated by other parties. The Site provides these advertisements, postings and links as a convenience, and your use of other websites is at your own risk. The advertisements, postings and linked websites are not under the control of 233 which is not responsible for their content or privacy practices. Such advertisements, postings or links or references to other parties' products or services do not imply 233's endorsement of information, material, products or services of any other party or any other website. 233 disclaims all liability with regard to your access to and use of such information, material, products or services or transactions with such linked websites or other parties. You acknowledge and agree that 233 is not responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other website or resource.

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233 reserves the right, at its sole discretion, immediately and without notice, to suspend, discontinue, or terminate your access to the Site, Content or any part thereof for any reason, including without limitation any breach by you of these Terms. You agree that 233 shall not be liable to you or any third party for any such suspension, discontinuance or termination.

8. YOUR INDEMNITY OF 233

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD 233 AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, MEMBERS, LICENSORS, LICENSEES, SERVICE PROVIDERS, ADVERTISERS AND OTHERS ACTING IN CONCERT WITH THEM, HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ON YOUR BEHALF OR BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (A) YOUR USE OF OR RELIANCE ON THE SITE OR ANY CONTENT OR SERVICES, YOUR DEALINGS IN CONNECTION WITH THE SITE, OR YOUR SUBMISSION(S) OR ANY MATERIALS YOU SUBMIT OR TRANSMIT TO THE SITE OR TO 233; (B) YOUR VIOLATION OF THESE TERMS, ANY APPLICABLE LAWS, OR THE RIGHTS OF 233 OR ANY THIRD PARTY; AND (C) ANY ACTIVITY RELATED TO YOUR USE OF RESTRICTED AREA, OR ANY OTHER PERSON ACCESSING THE SITE USING YOUR ACCOUNT.

9. DISCLAIMERS AND LIMITATION OF LIABILITY

THE SITE AND ALL CONTENT ON THE SITE ARE PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. 233 MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THE SITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE SITE AND CONTENT IS AT YOUR SOLE RISK.

233 MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL CODE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, 233 DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND FURTHER DISCLAIMS ALL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITE OR THE CONTENT, EVEN IF 233 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Exclusions and Limitations: Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

10. NOTICE REQUIRED BY CALIFORNIA LAW

Pursuant to California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice:

The name, address and telephone number of the provider of this service is U.S. Equities Asset Management, LLC as agent for 233 S. Wacker LLC, 233 South Wacker Drive, Suite 3530, Chicago, IL 60606, 312-875-0066. Complaints regarding the service or requests to receive further information regarding use of this service may be sent to the above address or to willistower.com.

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite S202, Sacramento, CA 95834 or by telephone at (916) 574-7950 or (800) 952-5210.

11. GOVERNING LAW AND DISPUTES

Any dispute between you and 233 arising out of or relating to these Terms, the Privacy Policy, the Site or its Content shall be governed by, and will be construed in accordance with, the laws of the State of Illinois, U.S.A., without regard to choice of law principles. You irrevocably agree that the federal and state courts located in or for Cook County, Illinois, U.S.A., are the sole and exclusive forum and venue for any dispute, as the most convenient and appropriate to address any disputes, and you agree to submit to the jurisdiction and venue of such courts. You agree that to the fullest extent permitted by law: (i) no claims by you shall be joined with any other and you agree not to participate in any claim brought by others; (ii) YOU HAVE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; and (iii) you have no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

The Site are controlled within the United States of America and is directed to individuals residing in the United States. Those who choose to access the Site from locations outside of the United States do so on their own initiative, and are responsible for compliance with local laws if and to the extent local laws are applicable. 233 does not represent that the Site or Content are appropriate outside the United States of America. 233 reserves the right to limit the availability of the Site for any person, geographic area or jurisdiction at any time in its sole discretion.

12. MISCELLANEOUS

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. 233's failure to act with respect to any failure by you or others to comply with these Terms does not waive 233's right to act with respect to subsequent or similar failures. These Terms, together with the Privacy Policy, set forth the entire understanding and agreement between you and 233 with respect to the subject matter hereof. Any cause of action or claim you may have with respect to these Terms or the Site must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of 233, and any assignment or transfer in violation of this provision shall be null and void. 233 reserves the right to seek all remedies available at law and in equity for violations of these Terms or special terms or rules set forth on the Site, including without limitation the right to block access from a particular internet address.