

Belmor MHC

Website Terms of Use

Last Modified: September 7, 2023

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Belmor Mobile Home Park, L.P., a Delaware limited partnership ("**Company**," "**we**," or "**us**"). The following terms and conditions ("**Terms of Use**") govern your access to and use of belmormhc.com, including any content, functionality, and services offered on or through belmormhc.com (the "**Website**").

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept these Terms of Use and receipt of our Privacy Policy, found at [<https://www.belmormhc.com/contact/>].** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 13 years of age or older and reside in the State of Washington. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. We will use commercially reasonable efforts to notify you of material changes to these Terms of Use. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

To access certain parts of the Website, you may be asked to provide certain registration details, contact details, or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to contact us or otherwise (e.g., the Contact Form providing your name, email, phone number, and message) is governed by our Privacy Policy [<https://www.belmormhc.com/contact/>].

To stop receiving text messages or email communications from us, please follow the instructions in the text message (i.e., reply "STOP" to the text message) or at the bottom of the applicable email communication (i.e., click the "Unsubscribe" button). You may also send us an email at belmormgr@hynesnet.com to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not

accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures or to access certain parts of our Website, you must treat such information as confidential. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, text, displays, images, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not modify copies of any materials from the Website nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: belmormgr@hynesnet.com.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To use any device, software, or routine that interferes with the proper working of the Website.
- To introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

Monitoring and Enforcement; Termination

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Linking to the Website

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

Links from the Website

If the Website contains links to other sites and resources provided by third parties (e.g., Rent Manager, <https://www.rentmanager.com/>), these links are provided for your convenience only. We accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the State of Washington in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE OR ANY WEBSITES LINKED TO IT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

By using the Website, you agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these

Terms of Use or your use of the Website, other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts located in King County, the State of Washington.

Your Comments and Concerns

This website is operated by Belmor Park Mobile Home Park, L.P., with the street address of 2101 S324th St. Federal Way, WA 98003.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to:
belmormgr@hynesnet.com.