

## **Terms of Use**

These Terms of Use describe the terms and conditions under which visitors may access, and use the website located at [www.nexvestra.com](http://www.nexvestra.com) ("Website") which is owned and operated by NexVest Realty Advisors ("NVRA"). The Website does not include the Service Portal or any other websites not hosted on [www.nexvestra.com](http://www.nexvestra.com). We will refer to you, the visitor to our Website, as "you", the "user" or "your" and we will refer to NVRA as "we", "us" or "our".

If you use our Website, you are acknowledging and agreeing to comply with everything contained in these Terms of Use and our Privacy Policy, which is incorporated into these Terms of Use. If you do not agree with everything set forth in these Terms of Use (including our Privacy Policy), do not use our Website.

## **Acceptance of Terms and Changes to Terms of Use**

You understand we have the right to change these Terms of Use at any time without advance notice to you and we will post the revised Terms of Use on the Website and update the "Effective Date" to reflect the effective date of the changes. You acknowledge and agree that if you use the Website after we post changes, you will have agreed and accepted the Terms of Use with any and all changes we have made. We have the right to suspend, restrict or otherwise limit your use of our Website and any features, functions or services without any notice to you.

## **Content**

We make our Website available to provide you with information about our business ("Content"). We make no warranties or representations as to the accuracy, completeness or timeliness of the Content provided on the Website. Because the Website may contain inaccuracies or typographical errors and may not always be updated to reflect current information, whether the Content has been provided by us or by third parties, you should not rely on the Content on our Website and if you do, it is at your risk, and we are not liable or responsible if you do.

You acknowledge and agree that we have the right to monitor the Website and consistent with our Privacy Policy, to disclose information as necessary or appropriate to satisfy any law or regulation or any governmental or judicial order or requirement.

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We authorize you to view a single copy of Content on the Website solely for your lawful use, subject to the provisions of these Terms of Use.

You may not copy, use, download, modify, sell, license, reproduce, create derivative works from, distribute, display, alter, crop, delete or in any way exploit or make commercial use of, any of the Content, in whole or in part, directly or indirectly, without our prior written consent, except as expressly permitted in these Terms of Use.

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The Website and Content are provided on an 'as is' and 'as available' basis without any representations or warranties of any kind.

We make no representation or warranty that: (i) the Website will meet your requirements or that its operation or your use will be uninterrupted, available, timely, secure or error-free; (ii) any errors in the Website or Content will be corrected.

### **Links to Other Sites**

Our Website may contain links to third party websites (including the Service Portal website) and if you click on such a link, your browser will leave our Website. Our Terms of Use do not apply to and we do not control any such third party website, nor do we assume any responsibility for any of its content features, functions or materials. You should review the terms and conditions and privacy policies that apply to these third party websites.

### **Questions**

If you have any questions about these Terms of Use, contact us at 214-828-8800 or email us at [info@nexvestra.com](mailto:info@nexvestra.com).

### **Effective Date**

January 2, 2020