

Updated as of October 3, 2014

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7. Representations and Warranties. By using this Site, you represent and warrant that you have read, acknowledge and agree to be bound by these Terms and Conditions. You further represent and agree that: (a) you have the power and authority to agree to these Terms and Conditions; (b) you are at least eighteen (18) years old; (c) you will comply with all United States law regarding the transmission of any data obtained from this Site in accordance with these Terms and Conditions, (d) you will not use this Site for illegal purposes or in any manner in consistent with these Terms and Conditions; and (e) you will not interfere or disrupt networks connected to this Site.

8. Compliance with State's Licensing Laws. You, and your agents and employees, agree in all respects to comply with the real estate licensing laws of the State/Commonwealth in which you, and your agents and employees, are licensed. Additionally, you, and your agents and employees, agree to not perform any real estate brokerage activities, as such term is defined by the jurisdiction where you, and your agents and employees, conduct any business, or take any action with respect to the offering and sale of a unit in a condominium in any jurisdiction other than the State or Commonwealth in which you, and your agents and employees, are licensed, including a prohibition of providing any such services within the State of Florida unless you and/or and your agents and employees are also licensed within such other states to perform and provide such services.

9. Solicitation of Residents in States Requiring Prior Qualification. You, and your agents and employees, agree not to offer a condominium or disseminate any material contained within this Site referencing or depicting a condominium in any state where any form of prior qualification is required for the offering or sale of units in a condominium unless the condominium has been properly qualified for offering and sale in such a state.

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10. Indemnification. You agree to indemnify, defend and hold harmless the Released Parties from and against any and all losses, liabilities, damages, costs or expenses (including attorneys' fees and costs) arising out of a claim by a third party by reason of: (a) a breach of any warranty, representation, covenant or obligation you have made under these Terms and Conditions or (b) your use of and access to this Site. Furthermore, you agree to indemnify and hold the Released Parties harmless for and from any claim by the jurisdiction in which you, and your agents and employees, are licensed and any other states where you, and your agents and employees, may conduct any brokerage activities.

11. Survival. All provisions that by their terms must survive termination of these Terms and Conditions shall survive such termination, including, without limitation, all provisions relating to disclaimers, limitation of liability, indemnification and governing law.

12. Jurisdiction and Governing Law. These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Florida, excluding its conflicts of law rules and provisions. Any dispute arising out of or relating to these Terms and Conditions, or your access or use of this Site, will be subject to the exclusive jurisdiction of the court located within the County of Miami-Dade in the State of Florida, and you hereby submit to the personal jurisdiction of such courts.

13. Assignment. These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Developer without restriction.

14. Changes to the Terms and Conditions. We reserve the right to update or modify these Terms and Conditions at any time and without prior notice, by posting the revised version of these Terms and Conditions on this Site.

15. Captions and Headings. The captions and headings appearing in these Terms and Conditions are for reference only and will not be considered in construing this agreement.

16. Severability. If any provision of the Terms and Conditions, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of these Terms and Conditions will remain in full force.

17. Entire Agreement. These Terms and Conditions contain the entire understanding and agreement between you and Developer with respect to your use of this Site, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

Contacting Us

You may contact Us if you any questions about the Terms of Use, the practices of this Site, or your dealings with the Site by sending an e-mail to fatima@naplesmeridian.com.

Updated as of October 3, 2014

PRIVACY POLICY

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Collection of Information

In general, the Website gathers some generic information automatically through the use of log files or otherwise. Generic information does NOT reveal your identity. It can include, but is not limited to, information about the Internet Protocol ("IP") address assigned to your computer, browser type, Internet Service Provider, platform type, referral source, regional information about the visitor, the number and frequency of visitors, time spent on the site, and the Web pages visited ("Non-Personally Identifiable Information"). The Non-Personally Identifiable Information that you provide to the Website or that is automatically collected is not sold to

other parties, but may be disclosed as we deem appropriate in connection with operating and/or providing services through the Website.

IP addresses are unique numeric identifiers that are assigned to each computer browser accessing the Internet. An IP address, by itself, cannot identify you personally. However, when combined with other information provided by your Internet Service Provider (ISP), your IP address can be used to identify the computer accessing the Website. Under certain circumstances, recipients, their legal representatives, and/ or law enforcement authorities, may be able to combine this with information disclosed by ISPs to determine the source of a particular communication. By using this Website, you knowingly and voluntarily assume any risks associated with such disclosure.

We may store some information on your computer when you access the Website. This information is commonly known as a "Cookie" and once recorded is not accessible by any other company. We may use Cookies or other similar technologies in order to better understand how the Website is being accessed and used. Cookies also help us to determine if the Website is being delivered efficiently. In addition, Cookies allow us to enhance your on line experience by potentially customizing your use of the Website and potentially eliminating the need for you to reenter data every time you visit the Website. The use of Cookies is an industry standard and is used by most major websites to provide the visitor with tailored information. You should be able to block these Cookies in the first instance, or erase them from your computer after they have been recorded, if you so choose. Please consult your computer manual or browser help files in this regard. If you block or erase these Cookies you may limit the functionality available to you on our Website.

Pages of the Website and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related Website statistics (for example, recording the popularity of certain Website content and verifying system and server integrity).

The Website does not track, collect, or distribute personal information about visitors (such as name, address, email address, telephone number, credit card information or any other information that might reasonably be used to identify visitors personally), except when such information is specifically and knowingly provided by you. Thus, we will only collect personally identifiable information, such as your name, address, email address, telephone number or any other information that might reasonably be used to identify visitors personally ("Personally Identifiable Information"), provided to us in an email, on a form, in an online survey or in any

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We may use Personally Identifiable Information to contact you or to send you news and information about the Website, the Company, related properties or condominiums. We will typically only send you such information if you have opted in or requested to receive such information. To opt out of receiving future mailings, see the Opt Out section below. The Company will not knowingly sell or distribute Personally Identifiable Information to third parties for their marketing purposes. If we use or partner with third parties to provide specific services or information to you, those third parties may be allowed to use your Personal Information to provide such services.

Within the Company, your Personally Identifiable Information will be transmitted and stored in a protected environment. We will use commercially reasonable efforts in order not to allow your Personally Identifiable Information to be seen by any third parties other than those that have been engaged by the Company to provide services to you including the processing of credit or payments, or for which you have been notified of and provided your consent. We may use Personally Identifiable Information we collect to improve and enhance your overall Website experience. For example, the Company may use it to recognize you and welcome you to the Website or to contact you or reply to your requests or send you news and information relating to the Website, Company, related properties or condominiums.

In certain circumstances, the Company may share Personally Identifiable Information or Non-Personally Identifiable Information when the Company believes it is necessary to comply with the law, court order, to protect against misuse or unauthorized use of the Website and/or any service offered therein or to protect the rights, property or safety of the Company's interests or its customers and you hereby agree to such disclosure. This may include sharing information with other companies, lawyers or government agencies in connection with fraud protection and credit risk reduction or investigating reports of users using a false email address or users sending or posting harassing, threatening, or abusive messages or other issues related to fraud or government subpoenas, warrants and/or court orders.

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Security

Unfortunately, data transmission over the Internet cannot be guaranteed to be secure nor is any security system completely secure. Although we do our best to protect your personal information, we do not guarantee the security of any information you transmit to the Company or provide online. Any transmission of personal information is at your own risk. We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Children Under 13

This Website is not directed at children 13 years of age or younger. The Company, therefore, shall not intentionally collect information about any user under the age of 13. If you are under 13, do not use or provide any information on this Website about yourself to us, including your name, address, telephone number, email address or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have

any information from or about a child under 13, please contact us at fatima@naplesmeridian.com.

California Privacy Rights

California Civil Code Section § 1798.83 permits California residents to request certain information regarding disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to fatima@naplesmeridian.com.

Contacting Company

You may contact us if you have any questions about this Policy, the practices of this Website, or your dealings with the Website, by sending an email to fatima@naplesmeridian.com.