

## Terms of Use

**YOUR ACCESS TO AND USE OF THE WEB SITE IS SUBJECT TO THE TERMS AND CONDITIONS BELOW (“TERMS”) AND ALL APPLICABLE LAWS. BY VISITING OUR WEB SITE, YOU ACCEPT THESE TERMS, AS WELL AS OUR PRIVACY POLICY WITHOUT LIMITATION OR QUALIFICATION. THE PRIVACY POLICY, WHICH YOU MUST READ, CONTAINS IMPORTANT INFORMATION ABOUT THE USE OF YOUR PERSONAL DATA AND OTHER INFORMATION REGARDING YOUR PRIVACY. ACCORDINGLY, IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OR OUR PRIVACY POLICY, YOU SHOULD NOT VISIT THIS WEB SITE.**

**Information about Us.** The Palencia Club LLC and Marshall Creek Community Development has operations in St. Augustine, Florida and has its headquarters at 600 Palencia Club Drive, St. Augustine, Florida 32095. We maintain and operate this Web site for your information, education, communication and entertainment.

If you have any questions, complaints or comments regarding this Web site, you may contact us at [Palencia\\_aware@hines.com](mailto:Palencia_aware@hines.com).

**Authorized Use.** We invite you to use the The Palencia Club LLC and Marshall Creek Community Development Web site solely for your personal, informational, communication, educational and entertainment use, but we must insist that you do not use the Web site for any other purpose, including any commercial purpose other than your relationship with us. We also must insist that you refrain from using any robots, spiders, or other automatic devices to monitor or copy our Web site content or otherwise attempt to interfere with the intended and efficient functioning of our Web site.

You agree that in using the Web site you will not use the Web site in anyway that may lead to the encouragement, procurement or carrying out of any criminal activity.

You agree to comply with the restrictions on your use of the Web site as set out in these Terms.

Any material that you transmit to the Web site, other than personal data which is covered by our Privacy Policy, will be considered non-confidential and non-proprietary and we will not be subject to any restrictions or obligations with regard to it.

**Content Within Our Web Site.** We strive to provide content on our Web site that is valuable and entertaining to you, but we must protect our legal rights in connection with such content. All content accessible within the Web site (including without limitation, the “look and feel” of the Web site, all text, formatting, graphics, designs, animation, images, audio, and other content, as well as all trademarks and service marks) is proprietary to us or to other parties who have consented to our use of it in accordance with applicable law, including applicable international treaties.

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**Please Do Not Submit Ideas, Suggestions, or Other Content to Us Unless Your Intent is to Give Us That Information Unconditionally.** We recognize that sometimes you may want to provide us with your ideas, suggestions, or other content for consideration. While we value your enthusiasm for our company, properties, projects and services, we are unable to accept any information that you provide if it contains any obligation or limitation whatsoever. Thus, by submitting ideas, suggestions, or other content of any sort to us, you are assigning to us all related right, title and interest in those ideas, suggestions, or content, along with all associated copyrights or other proprietary or legal rights. As a result, we will own the exclusive right to use, throughout the world, such ideas, suggestions, or other content that you provide to us, without compensation or further obligation to you. You also agree to take any further action (including signing affidavits and other documents) that we reasonably request to create, record or perfect our rights as set forth in this paragraph. Accordingly, please do not submit ideas, suggestions, or other content to us unless your intent is to give us that information unconditionally.

**Action in Response to Violation of Terms.** Violating these Terms or misusing or infringing Hines' intellectual property rights may result in legal action against you. For instance, you could be subject to civil, criminal and injunctive relief, be barred from the Web site (without notice and at our discretion), or be subject to other remedies available under the law. In that monetary damages may not provide adequate relief to us for violation of these Terms, you consent to injunctive or other equitable relief in such instances.

**Links to Other Web Sites.** In some instances, our Web site may reference or link to third party Web sites. Should you choose to visit those Web sites, please remember that we are not responsible for their content, their terms of use, or their privacy policies. We encourage you to read and review the terms of use and other legal terms and policies of all Web sites you visit. You understand that we will not be liable to you in respect of any loss or damage which you may suffer by using those Web sites. You agree that you will not involve The Palencia Club LLC and Marshall Creek Community Development in any dispute between you and a third party.

**Indemnity.** You agree to indemnify and hold us, and our officers, employees, representatives, contractors and agents ("Indemnified Parties") harmless from any liability, loss, claim and expense, including attorneys' fees and expenses, related to your violation of these Terms or your use of our Web site.

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**Governing Law.** If you use the Web site and a dispute results relating to your use, the dispute will be governed by the laws of the State of Florida, without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of St. Johns County, State of Florida.

**Who We Are.** When we say “we” or “us” or “our” or “The Palencia Club LLC and Marshall Creek Community Development” in these Terms, we mean The Palencia Club LLC and Marshall Creek Community Development, our affiliates, and those agents we use to provide services on our behalf.

**Severability.** In the event that any provision contained in these Terms will be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of such provision in every other respect and the validity, legality and enforceability of the remaining provisions contained in this Agreement will not be in any way impaired thereby.

**Revisions to Terms.** By using our Web site, you consent to and accept these Terms. We are constantly looking for new ways to improve the Web site, and we reserve the right to change these Terms periodically, without providing individual notice, by updating these Terms. All such changes will take effect once they have been posted on the Web site. You agree that it is your responsibility to monitor such updates and that your continued use of the Web site after such revisions have been made will constitute your full acceptance of such revised terms and conditions. These Terms were last updated on the date listed at the beginning of these Terms.

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