

PRIVACY POLICY AND TERMS OF SERVICE

Last Updated: January 3, 2020

This Privacy State of Martin Housing Development, LLC (“Martin Housing Development, LLC”, “we”, “us”, or “our”), which describes its policy for treatment of personal information (as defined below) located at www.martinhousingdevelopment.com, the “Site”.

This Privacy Statement applies only to the Site, and it applies to the Site regardless of the platform on which it is used. For clarity, the Site includes www.martinhousingdevelopment.com.

We are Martin Housing Development, LLC ("MHD"), located at 2005 Boulevard Street Unit# E. Greensboro, NC 27407. Thank you for using our Site!

PLEASE CAREFULLY REVIEW THESE TERMS OF SERVICE IN THEIR ENTIRETY, WHICH CONTAIN PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS, INCLUDING AN ARBITRATION AGREEMENT, JURY AND CLASS ACTION WAIVERS, LIMITATIONS OF LIABILITY, INDEMNIFICATION OBLIGATIONS, AND MORE.

By logging into and using the Site, you agree that you have read and are bound by these Terms of Service. If you do not agree to these Terms of Service in their entirety, your sole option is to not use the Website.

What is “personal information” and what personal information do we collect?

By “personal information”, we mean information that is reasonably identifiable to you or a device.

MANAGING AND DEVELOPING PROPERTIES INTO HOMES

Personal Information We May Collect. Personal information that we collect includes information that you provide voluntarily. Personal information requested might include, for example, your name, e-mail address, home address, telephone number or, where identifiable to you, other information such as your zip code. **NOTE:** If you elect to make purchases and/or services (purchases and services as it relates to this document are rental payment, application fee, maintenance services, etc.; payment transactions to Martin Housing Development, LLC.) on the Site, you may be required to enter your credit card information. We do not collect sensitive credit card information on the Site that may be processed in connection with your purchases in connection with the Site. We outsource processing of credit card transactions to vendors that we understand to be compliant with appropriate Payment Card Industry standards for security. Additionally, you may have the option of connecting your account to social media sites such as Facebook, Twitter, or Google+. Please note that if you make such an election, we will be entitled to collect information from the connected social networking website, even if you elect not to provide information to us yourself, and we will have access to the social media site information that is connected through such permission.

That connected information, to the extent we collect it, will constitute personal information to the extent identifiable to you (alone or in combination with other information).

Navigational Information. When you visit the Site, we may capture certain information automatically (even if you do not voluntarily provide us with personal information, or in addition to personal information that you do provide).

This information may include your Internet protocol address, ISP, location-based information, browser type, time and date of access and pages accessed, linking information, click stream, page visits, page views, and website log files. If such navigational information is reasonably identifiable to you or is reasonably identifiable to a particular device, it will be deemed personal information for purposes of this Privacy Statement.

We reserve the right to match non-personal navigational information with other information that we have collected from you. If that other information renders such navigational information reasonably identifiable to you or a particular device, then by definition it will become personal information. Navigational information that is deemed personal information under this paragraph will be treated as such pursuant to this Privacy Statement.

Other Information You Voluntarily Provide: You may choose to contact us and the information you disclose may constitute personal information.

Children: Please note the Site is intended for general audiences over eighteen (18) years of age. For the avoidance of doubt, the Site is not directed to children younger than 13 years of age. We do not knowingly collect personal information from children under the age of 13. (Please review our Terms of Use).

Suggestions and Ideas. Any suggestions or similar communications relating to Martin Housing Development, LLC's business or the Site how they might be changed, enhanced or improved are not treated as private or confidential under this Privacy Statement. We will, however, at all times use reasonable efforts to de-identify you personally with the suggestion.

MARTIN
HOUSING DEVELOPMENT, LLC
MANAGING AND DEVELOPING PROPERTIES INTO HOMES

How does Martin Housing Development LLC. use the information it collects?

We generally use personal information collected on the Site for the following purposes:

- to process and fulfill orders placed on the Site;
- to respond to inquiries from users and follow up on deliveries of purchases or services;
- to advise you of opportunities and promotions available on our Site or elsewhere, including product-specific changes and updates;
- to distribute e-newsletters and other informational and/or promotional materials;
- to provide information about the proper use or misuse of the Site;
- to process technical or administrative issues or to communicate regarding those issues;
- to improve, expand, or otherwise adjust our services.

See also circumstances under which we may share or transfer personal information, discussed below.

Does the Site use Cookies?

Martin Housing Development, LLC. may use “cookies.” A cookie is a small text file that a website places on your computer’s hard drive that allows the website’s server to keep track of and facilitate certain activities on the site. Cookies help provide information to us about how users are using the Site. Cookies also allow us to remember you and your preferences. Among other purposes, we may use cookies to make it easier for you as a user to log in or make purchases, or to make visits to the Site otherwise more efficient. We use information that we obtain by cookies, to the extent it is or becomes personal information, in accordance with the terms of this policy. You may be able to set your browser to accept all cookies, block certain cookies, require your consent before a cookie is placed, or block all cookies. Please consult the “Help” section of your browser for more information on cookies generally.

Please note that if you reject all cookies, you may not be able to take advantage of certain Site offerings.

Please note that we may collect information using a third-party web analytics tool such as Google Analytics (<http://www.google.com/analytics/index.html>) that aggregates data so that it is not identifiable to any individual or device. As of the Effective Date of this Privacy Statement, Google Analytics represents that it does not collect any personal information, as it explains at <https://developers.google.com/analytics/devguides/collection/gajs/cookie-usage>.

How does Martin Housing Development, LLC. treat “Do Not Track” requests from a user’s browser?

Users may have the option of enabling “Do Not Track” in their browsers, which sends a signal to websites that the user does not want to be tracked across multiple websites. Martin Housing Development, LLC. does not track users across multiple websites, regardless of whether users have enabled “Do Not Track.”

Does Martin Housing Development, LLC. use personal information for advertising purposes?

Martin Housing Development, LLC. may use personal information, such as your email address, to provide you with information regarding Martin Housing Development, LLC. products and services if you have opted to receive newsletters or other communications from Martin Housing Development, LLC. Martin Housing Development, LLC. does not share personal information with third-party advertisers.

Under what circumstances does Martin Housing Development, LLC. disclose or transfer personal information to others?

There are circumstances where we will transfer and/or disclose your personal information to third parties. Those circumstances, subject to the limits of applicable law, are as follows:

Parent, Subsidiaries and Affiliates: Martin Housing Development, LLC. may transfer personal information to its parent, subsidiaries and corporate affiliates for purposes related to Martin Housing Development’s product offerings as such offerings may change and develop over time.

The Site Consultants and Service Providers: Martin Housing Development, LLC. transfers personal information to third-party service providers that may be hosting or housing data on behalf of Martin Housing Development, LLC. or otherwise acting on its behalf as a data center (such as providers of hosting, cloud, technology outsourcing and support services). Additionally, Martin Housing Development, LLC. may disclose personal information to the extent that our service providers require access to our databases, or the information contained in our databases, to service Martin Housing Development, LLC. and the Site. Note to residents of Canada: Personal information you provide in connection with your use of the Site may be processed and/or stored by Martin Housing Development, LLC., its parent, affiliates, corporate partners, or third-party service providers in the United States.

Legal Compulsion and Martin Housing Development, LLC's Protection: Martin Housing Development, LLC. reserves the right to release personal information in accordance with applicable law in response to a subpoena or otherwise when we believe that the law requires us to do so, or when we reasonably believe it is necessary to protect and/or enforce the rights, property interests, or safety of Martin Housing Development, LLC., our users or others.

Reorganization or Sale of Martin Housing Development, LLC.: In the event that Martin Housing Development, LLC. is merged with or becomes part of another organization, or in the event that Martin Housing Development, LLC. is sold or it sells all or substantially all of its assets, or a brand or line of its business, the information you provide may be one of the transferred assets for use by the acquiring entity.

As Otherwise Allowed by Law: We may transfer personal information to third parties where we are expressly authorized by applicable law to do so.

How do you keep my personal information secure?

Although we cannot guarantee that our or our vendors' servers are impenetrable, we have attempted to establish and implement reasonable physical, electronic, and managerial procedures to safeguard and secure the information we collect online. Where we use outside vendors to collect, store, or process data, we attempt to use vendors who likewise also establish and implement reasonable procedures.

Does the Site link to third party sites?

The Site may link to third-party sites including social media websites. When using third-party sites, you should review the privacy policies of such parties' sites to understand how they collect and use personal information.

How long do you keep my information?

Martin Housing Development, LLC. keeps your personal information for as long as we deem it useful to use and for as long as applicable law allows us to maintain it.

How can I access and make changes to my personal information?

Site users can change information in their profiles at any time by logging into their account through the Site. Site users have the right to request that their information be modified or deleted from our files. Subject to applicable law, technical feasibility, and Martin Housing Development's reasonable need to maintain such information, you can change any of the personal information or other information that we maintain in your account profile. If at any time you want to view the personal information that we maintain regarding you, your personal information changes, you want to change the preferences associated with your account, or wish to remove some or all of the personal information or other information stored about you, you can, subject to the Terms of Use and this paragraph, correct, update, or remove the information and preferences you have shared with us by contacting us at martinhousingdevelopment@outlook.com or as directed below.

All information you provide to us in connection with your use of the Website will be true, correct, and complete. You agree not to misrepresent (lie) about your identity or your authority to use certain features within the Website, including, designating bank accounts to send payments, viewing billing statements, or scheduling electronic payments.

We may suspend or terminate your access to the Website if we suspect you have engaged in any misconduct or if you violate these Terms of Service, in each case as determined in our sole discretion.

If using a mobile device to access the Website, data charges may apply, which you are solely responsible for. Such charges include those from your communications service provider.

Payment Services.

Subject to your compliance with all of the terms and conditions in these Terms of Service, you may use the Website to view charges and authorize one-time or recurring electronic payments (the "Payment Service") on the lease, community association, or other applicable agreement you have with your property manager (your "Payment Agreement").

You may authorize a one-time or recurring payment in any amount from \$0 to \$9,999.99 (the "Agreed Payment Range"), including an amount that is more or less than the total due each month under your Payment Agreement or a variable amount based on the total due each month under your Payment Agreement. For recurring payments of variable amounts, you have the right to receive notice of each varying payment, if it falls outside of the Agreed Payment Range or if the payment differs in amount from the most recent payment by more than fifteen percent (15%). Your payment will be posted in the payments section of the Website.

You may designate a posting date for a payment that is before or after the due date of any payment due under your Payment Agreement.

You understand and agree that regardless of the payment amount or payment effective date you schedule using the Website, you are responsible for complying with all of the terms and conditions of your Payment Agreement, including, without limitation, your agreement to make all payments when due and in the amount required by your Payment Agreement.

To use the Payment Service, you must add a bank account or credit card (each, a “Payment Form”). When you add a Payment Form and schedule a one-time or recurring electronic payment from that Payment Form, you authorize us to debit (take) electronic payment(s) from that Payment Form as scheduled. You warrant (promise) that you have the authority to authorize us to debit of the scheduled payment(s) from the Payment Form you have picked.

You understand and agree that if you schedule a one-time or recurring payment using the Payment Service, that payment will be processed even if your account with your property manager is prepaid at the time of processing or the payment results in a prepayment of your account with your property manager. You may contact your property manager if you need assistance in determining whether prepayment of your account benefits you.

If paying with bank transfer, funds must be available in the linked bank account when an electronic payment is processed against that account. If a scheduled online payment fails because the linked bank account contains insufficient funds to satisfy the entire amount of your scheduled payment, you are not relieved of your responsibility to timely pay any amount then due in accordance with the terms and conditions of your Payment Agreement and any penalties imposed by your bank for insufficient funds.

If paying with credit card, you may be entitled to dispute a transaction, also known as a chargeback. If a scheduled online payment is reversed because of a chargeback, you are not relieved of your responsibility to timely pay any amount then due in accordance with the terms and conditions of your Payment Agreement and any penalties imposed by your financial institution. In addition, we may terminate your use of the Website or Payment Service if you initiate a chargeback for an invalid reason.

You may terminate or revoke a payment initiated through the Payment Service by clicking on the applicable pages of the Website.

You are not permitted to affect, change, revoke or terminate a one-time payment or one in a series of recurring payments if that payment is in process. This means, among other things, that if you or we terminate your online payments or you revoke a series of recurring payments, that revocation or termination will not revoke or terminate any payment that is in process. A payment is “in process” on the post date of the payment and the two (2) calendar days prior to the post date of that payment.

You also may have the legal right to revoke electronic payments by contacting the financial institution where you hold the linked bank account or credit card. Contact your financial institution to determine the information your financial institution needs to process your revocation and the time your financial institution needs to process any revocation.

We may terminate or suspend your use of the Payment Service at any time with or without reason and without notice to you. If we so terminate, you remain responsible to make timely payments under the Payment Agreement.

There may be a fixed and flat convenience fee to use the Payment Service. Such fee is displayed at the time you make or schedule a payment. If you choose to pay via bank transfer, we will discount the payment amount and charge a convenience fee. However, we reserve the right to change the fee amount for your use of the Payment Service. Nothing in this paragraph relieves you of your responsibility to pay any amount, fee or charge you may owe under your Payment Agreement. Also, you will be responsible for paying any amount you may owe other persons or companies related to the use of the Payment Service or any bank account or credit card linked to online payments. For example, a bank may charge a fee in connection with electronic payments debited to (taken from) a bank account you use to make a payment through the Website.

You understand and agree that in utilizing the Payment Service to pay any rental or other obligation, the property manager or owner of your community do not waive their rights under applicable law or under the Payment Agreement to proceed against you should you tender less than the entire sum due and owing to the property manager or owner of your community. You also understand and agree that any partial tender of rent or other sums of money due shall obligate you to pay the entire remaining balance promptly thereafter. You understand and agree that your failure to pay all sums of money due may entitle the property manager and owner of your community to commence legal proceedings through an eviction action for all unpaid balances and recover their reasonable attorneys' fees and court costs.

Third Party Services.

The Website may contain links to other sites, services, and products provided by third parties, which may include our affiliates or subsidiaries. Such links are provided for your convenience only. We have no control over such sites, services, and products and 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 or services found within the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites or services.

Maintenance Requests.

The Website may include the ability for you to make or track maintenance requests. All such requests are the sole responsibility of your property manager. We accept no responsibility for any maintenance requests or for any loss or damage that may arise in connection with such requests.

Changes to the Website.

We reserve the right to make changes to the Website at any time. You acknowledge and agree that we may add or remove functionalities or may stop supporting or making the Website available altogether. If required by applicable law, we will provide you with electronic notice of such changes.

Security.

When using the Website, you may be asked from time to time to provide certain information for purposes of providing you services. This information may include sensitive personal information, such as your name, address, and bank account and credit card information. We will use and protect such information in accordance with the terms of our Privacy Policy. By using the Website, you agree that we can use the information you provide us in accordance with our Privacy Policy.

You are responsible for protecting your account within the Website. You will not provide any other person with access to the Payment Services using your login credentials and will keep such credentials confidential. You are responsible for the activity that happens on your account within the Payment Services. If you learn of any unauthorized use of your account within the Payment Service notify us immediately at:

martinhousingdevelopment@outlook.com.

Intellectual Property Rights.

The Website is our intellectual property. Using the Website does not give you any ownership rights therein or to any branding or trademarks that appear within the Website which you may not use. You may not obscure, remove, or alter any part of the Website, including any legal notices.

The Website may contain some content and data that is not ours. For example, the website may contain content and data of your property manager or our third-party partners that assist us in providing the services found in/on the Website. Such content is the sole responsibility of the person that owns such content or data. You shall acquire no ownership rights in or to such content and data.

As-Is, Disclaimer of Warranties.

We take pride in the Website and have developed it thoughtfully and, in our opinion, with reasonable skill; however, we make no commitments with respect to your use of the Website or its performance. More specifically:

YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK AND IT IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER US NOR ANY PERSON ASSOCIATED WITH US MAKES ANY COMMITMENT OR PROMISE WITH RESPECT TO THE SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE, OR THAT YOUR USE OF THE WEBSITE WILL NOT RESULT IN EXPOSURE TO VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS.

EXCEPT FOR ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

Limitation on Liability.

EXCEPT IN CONNECTION WITH YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER, EACH OF OUR LIABILITY UNDER THESE TERMS OF SERVICE WILL BE LIMITED AS FOLLOWS:

TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER PARTY WILL BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES, OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH YOUR USE OF THE WEBSITE. IN ALL CASES NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY TO THE OTHER FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR YOUR USE OF THE WEBSITE, INCLUDING FOR ANY IMPLIED WARRANTIES (WHICH CANNOT BE LIMITED OR EXCLUDED), IS LIMITED TO THE LESSER OF (1) ALL FEES RECEIVED BY US IN CONNECTION WITH PAYMENTS MADE BY YOU VIA THE PAYMENT SERVICE; OR (2) \$5,000.

Indemnification.

You agree to defend, indemnify and hold harmless us and our affiliates, licensors, and third party partners, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Website.

You will not be responsible for indemnifying us or holding us harmless from any claims, liabilities, damages, costs or expenses caused solely by or solely arising out of the gross negligence or intentional misconduct of Martin Housing Development, its agents, officers, employees or affiliates.

Arbitration Agreement. In the unlikely event there is a dispute between you and us related to the Website or these Terms of Service, this Section provides for how that dispute will be resolved.

PLEASE READ THIS SECTION CAREFULLY. IT PROVIDES THAT ANY DISPUTE RELATING TO THE WEBSITE OR THESE TERMS OF SERVICE SHALL BE RESOLVED BY BINDING ARBITRATION. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE DISPUTES IN COURT, OR TO HAVE A JURY TRIAL ON THE DISPUTES.

ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. THIS MEANS THAT ALL PARTIES TO THE ARBITRATION ARE PROHIBITED FROM JOINING OR CONSOLIDATING DISPUTES IN ARBITRATION BY OR AGAINST OTHERS AND ARE PROHIBITED FROM ARBITRATING ANY DISPUTES AS A REPRESENTATIVE OR MEMBER OF A CLASS. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED.

If you do not comply with these Terms of Service and we do not take action right away, it shall not be deemed a continuing or further waiver of your failure to comply. Likewise, our failure to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If it turns out that a particular provision or part of these Terms of Service is not enforceable, it will not affect any other terms.

These Terms of Service and our Privacy Policy constitute the sole and entire agreement between you and us with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Service.

These Terms of Service control the relationship between us and you. They do not create any third-party beneficiary rights.

