

# Terms of Use

**Please read the following terms and conditions of use (these Terms) carefully before using this web site. These terms govern your use of this web site and are binding between you and 201 Folsom Acquisition L.P.**

## **1. Purpose of this Site**

This web site (this Site) is made available to you solely for informational, noncommercial use; nothing herein constitutes an offer to sell, lease or provide any goods or services.

## **2. Disclaimer**

The floor plans, elevations, renderings, features, finishes and specifications are subject to change. Square footage is approximate. Communications and links are for content and entertainment purposes only, and should not be considered an endorsement by the developer or any business associated with this page. Real Estate Consulting, Sales and Marketing by Polaris Pacific - a California licensed broker. BRE license #01499250

## **3. Acceptance of Terms**

Your use of this Site constitutes your full legal acceptance of each of these Terms, both in your individual capacity and as an employee and agent of your employer. You acknowledge that your use of this Site binds you to these Terms to the same extent as if you and a duly authorized representative of your employer had signed this agreement. If either you and/or your employer (collectively or individually, you) do not agree to these Terms, do not use this Site.

## **4. Limited Authorization to Use Protected Material**

201 Folsom Acquisition L.P grants you permission to display, download and reproduce information posted on this Site, (the Information) subject to your agreement to abide by these Terms: You may display, download and reproduce the Information solely for non-commercial or business purposes within your organization, and you must retain and reproduce each copyright notice or other proprietary rights notice contained in any of the Information you display, download or reproduce. With the exception of the foregoing limited authorization, you are not granted any license to or right in connection with this Site.

This Site may contain or reference trademarks, patents, trade secrets, technologies, products, logos, processes or other proprietary rights (the Intellectual Property). The Intellectual Property is the property of its respective owner, which may be 201 Folsom Acquisition L.P, Tishman Speyer and/or other parties. Except as otherwise expressly stated herein, you are not granted any license to use, or right in, the Intellectual Property. Non-compliance, to any degree, with these Terms, constitutes a material breach of these Terms and immediate forfeiture of the above limited authorization.

## **5. Special Provisions Applicable to Real Estate Brokers**

Real estate brokers may not copy any of these content or images from this Site without our prior written permission. You may, however, provide a link to this Site provided (i) that it is not "framed" or cached or your server and (ii) you take affirmative steps to avoid any suggestion that you are an "official" broker for LUMINA sales or that you have any special affiliation or relationship with Lumina or 201 Folsom Acquisition L.P. We shall strictly enforce any violations of this provision.

## **6. Accuracy; Limitation of Liability and Exclusion of Warranties**

201 Folsom Acquisition L.P makes reasonable efforts to ensure that the Information is accurate and up to date. Nevertheless, your use and browsing of this Site is exclusively at your own risk.

201 Folsom Acquisition L.P makes no warranties, express or implied, with respect to the use of this Site or the Information. 201 Folsom Acquisition L.P expressly disclaims any express or implied warranty of accuracy or quality and any implied warranty of merchantability, fitness for a particular purpose or non-infringement, and assumes no liability for any errors and/or omissions in the Information.

201 Folsom Acquisition L.P also expressly disclaims any liability for any damage to or viruses that may infect your computer equipment or other property as you access or browse this Site or download material from this Site.

Under no circumstances shall 201 Folsom Acquisition L.P be liable for any indirect, incidental, special, consequential or punitive damages whether in an action in contract or tort (including negligence and strict liability) resulting from its performance or any failure to perform under these Terms, even if 201 Folsom Acquisition L.P has been advised of the possibility of such damages. 201 Folsom Acquisition L.P's sole liability hereunder shall never exceed \$500.00.

#### **7. Non-proprietary Treatment of Information You Provide**

Any communication you make with 201 Folsom Acquisition L.P via this Site will be treated as non-proprietary. 201 Folsom Acquisition L.P is free to use any idea, concept or invention created by you and transmitted to it via this Site, notwithstanding any limiting language you may use when transmitting such information. If you do not want 201 Folsom Acquisition L.P to use your idea unless it pays you a fee, or agrees to other terms, do not transmit it to 201 Folsom Acquisition L.P via this Site.

#### **8. Privacy**

[Click here for our Privacy Policy](#)

#### **9. Links to Third Party Sites**

This Site may contain links to other web sites. We are not responsible for their privacy practices or content. Any links to websites maintained by Tishman Speyer or other partners of 201 Folsom Acquisition L.P. lead to websites that are governed by different terms of use and privacy policies, which you should review before using the Sites.

No permission is hereby granted to you to link from any other web site to any portion of this Site, or to frame any content contained on this Site without 201 Folsom Acquisition L.P's prior written permission.

#### **10. Intended Audience; Local Laws; Dispute Resolution**

This Site and the services described on this Site are intended for adult individuals only. 201 Folsom Acquisition L.P does not collect any personally identifiable information about children under the age of 18. This Site is controlled by 201 Folsom Acquisition L.P from its offices within the State of California, United States. This Site can be accessed from all states in the United States, as well as from other countries. Each of these jurisdictions has laws that may differ from those of the State of California. By accessing this Site, you agree that all matters relating to access to, or use of, this Site or any other linked web site, shall be governed by the applicable laws of the State of California and the laws of the United States of America, without regard to the conflicts of laws principles thereof. You also agree, and by using this Site hereby submit, to the exclusive personal jurisdiction and venue of the courts of the State of California relating to any dispute arising out of your use of this Site.

Your use of this Site is void where prohibited by laws in jurisdictions to which you are otherwise subject, and you agree that you shall not visit or use this Site in any such circumstances. You agree and acknowledge that your use of this Site, and all transactions occurring in connection with this Site, shall be deemed to have occurred and taken place solely in the State of California, United States.

Text on this Site may be published in languages other than English – in all instances, the English language version of any text, including the Privacy Policy and these Terms, controls the legal impact and interpretation, of this Site and its use.

## **11. Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **12. Miscellaneous**

201 Folsom Acquisition L.P reserves the right to modify and add to these Terms at any time without prior notice by posting the new terms and conditions on this Site. You should periodically review these Terms for updates. Use of the Site after such posting of any modifications or additions shall constitute your acceptance of the new terms as indicated above.

If 201 Folsom Acquisition L.P, in its sole discretion, determines that a violation of these Terms has occurred, 201 Folsom Acquisition L.P may pursue any of its legal remedies. However, the failure of 201 Folsom Acquisition L.P to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

In the event that any provision of these Terms is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

These Terms contain the entire agreement between you and 201 Folsom Acquisition L.P relating to the subject matter hereof, and supersede any prior understanding or agreements regarding the subject matter hereof.

The section titles in these Terms are for convenience only and have no legal or contractual effect.

201 Folsom Acquisition L.P is committed to providing the best possible experience for users of this Site. If you observe material or behavior that may violate these Terms, or material that you believe may be infringing another's rights, please contact Web Master, 201 Folsom Acquisition L.P, One Bush Street, Suite 450 San Francisco, CA 94104

Last Updated: July 7, 2014