

598 Brannan Street Phase 1, L.L.C. Website Terms of Use

Last Modified: January 10, 2020

Acceptance of the Terms of Use

These terms of use are entered into by and between You and 598 Brannan Street Phase 1, L.L.C. ("**Brannan Square**," "**we**," or "**us**"). The following terms and conditions ("**Terms of Use**") govern your access to and use of **brannansquare.com**, including any content, functionality, and services offered on or through **brannansquare.com** ("**Website**").

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at brannansquare.com, incorporated herein by reference.** If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

Purpose of this Website

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We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict user access to some parts of the Website, or the entire Website.

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Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Brannan Square, an employee thereof, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Brannan Square or users of the Website, or expose them to liability.

Non-Proprietary Treatment of Information You Provide

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

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter

By using the Website following the posting of revised Terms of Use, you accept and agree to be bound and abide by the revised Terms of Use. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy [brannansquare.com]. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, 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 linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

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Indemnification

You agree to defend, indemnify, and hold harmless Brannan Square, its affiliates, licensors, and service providers, and its 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 Use or your use of the Website, including, but not limited to any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Waiver and Severability

No waiver by Brannan Square of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Brannan Square to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Brannan Square regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments and Concerns

This website is operated by 598 Brannan Street Phase 1, L.L.C., c/o Tishman Speyer, One Bush Street, Suite 500, San Francisco, CA 94104.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: info@brannansquare.com