

PRIVATE PORTAL AGREEMENT

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THIS IS A LEGAL CONTRACT.

The MDC Private Portal Terms were last updated on February 1, 2020

Acceptance of Terms of Use

The McDonald Development Company (“MDC”) Private Portal (“Portal”) is offered to you conditioned on your acceptance of the terms, conditions and notices contained herein. By using the Portal you agree to these terms and conditions. If you are not currently an actual investor in a company under common control, or otherwise affiliated, with MDC, any use by you of the Portal is prohibited.

Description of Service

The Portal provides authorized users with access to certain project, financial, investment, and other related information published on the Portal. All information, documents and communications on the Portal are provided as a convenient resource to authorized Portal users and may be used for informational purposes only for the authorized user’s registered account.

The information on this Portal is for informational purposes only and is subject to change without notice. Products and services described in this Portal may not be suitable for all users. The contents hereof do not constitute an offer or a solicitation to buy or sell any financial instrument, product or service.

User Password and Security

Using the Portal and its related services requires the use of a password and a user name. The confidentiality of your password and account is your responsibility. Any activities that occur under your account are your responsibility. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. It is prohibited to use anyone else’s account without the express permission of that account holder.

You expressly absolve and release MDC, and its affiliates and agents, from any claim of harm resulting from a cause beyond our control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, hacking, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, terrorist attacks, or governmental restrictions.

Accuracy of Content and Liability Disclaimer

MDC will strive to use reasonable efforts to include accurate and updated information on the Portal; HOWEVER, YOU UNDERSTAND AND AGREE THAT MDC IS UNDER NO OBLIGATION TO DO SO AND NEITHER MDC NOR ITS AFFILIATES OR AGENTS MAKE ANY REPRESENTATION OR WARRANTY ABOUT THE SUSTAINABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, DOCUMENTS AND COMMUNICATIONS CONTAINED ON THE PORTAL FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE,

DOCUMENTS AND COMMUNICATIONS ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. MDC, AND ITS AFFILITES AND AGENTS, HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO SUCH INFORMATION, SOFTWARE, DOCUMENTS AND COMMUNICATIONS, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NONINFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MDC, OR ITS AFFILIATES OR AGENTS, BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OR THE PERFORMANCE OF THE PORTAL, WITH THE DELAY OR INABILITY TO USE THE PORTAL OR RELATED SERVICES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MDC, OR ITS AFFILIATES OR AGENTS, HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. CERTAIN STATES DO NOT PERMIT TYPES OF THESE LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PORTAL, INFORMATION, DOCUMENTS OR COMMUNICATIONS ON THE PORTAL, OR WITH ANY OF THESE TERMS AND CONDITIONS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE PORTAL AND THE INFORMATION, DOCUMENTS OR COMMUNICATIONS YOU OBTAINED FROM THE PORTAL.

Icons, Logos and Other Proprietary Material

The trademarks, logos, and service marks (collectively, the “Trademarks”) displayed on the Portal are registered and common law trademarks of this firm. Nothing contained on the Portal should be construed as granting, by implication, or otherwise, any license or right to use any of the Trademarks displayed on the Portal without the written permission of this firm. Your use of any of the Trademarks displayed on the Portal or displayed on any content on the Portal is strictly prohibited. You should assume that everything you see or read on the Portal is copyrighted and is a trade secret and may not be used except as provided in these terms and conditions of use or in the text on the Portal without the written permission of MDC, its affiliates, or agents.

Changes to Terms and Conditions of Use

MDC may at any time modify the terms, conditions and notices under which the Portal is offered by updating this posting. You are bound to any such modifications and should therefore periodically visit this page to review the then-current terms and conditions to which you are bound.

Confidentiality, Information Protection, and Protection of Data

Notwithstanding any existing legal or contractual obligations regarding confidentiality between you and MDC, or any MDC affiliate, you undertake to treat all knowledge relating to proprietary information and business secrets, which come into your possession, as confidential. You shall assure that all data, information, materials and documents, which comes into your possession through the use of the Portal, is not transmitted to or otherwise shared with any unauthorized person. In partial consideration of the opportunity to access the resources of the Portal concerning your account, you agree to maintain the strict confidentiality of access of the Portal and its data to you and your authorized employees, agents and consultants (collectively, “Representatives”), and you agree to indemnify and hold harmless MDC, and its affiliates, and their respective officers, shareholders and employees and their heirs, successors and assigns

from and against any and all claims, actions, demands, losses, damages, judgments, costs and expenses, including, without limitation, reasonable attorneys' fees and liabilities of every kind which may arise from any failure to adhere to the obligations of confidentiality set forth herein by you or any of your Representatives, or any of misuse of the Portal by you or any of your Representatives, or any other violation of these terms and conditions of use by you or any of your Representatives. For the avoidance of doubt, the confidentiality obligations set forth above are in addition to, and shall not limit, modify, or otherwise alter, your obligations or responsibilities established by any other agreement, including, without limitation, any operating agreement or similar agreement.

No Unlawful or Prohibited Use

You are prohibited from using the Portal to damage, disable, or overburden MDC's servers or network or impair the Portal or interfere with any other party's use of the Portal. Hacking, password mining or any other means to gain unauthorized access to the Portal, Portal accounts, computers or network is prohibited. Posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law is also prohibited. MDC will fully cooperate with any law enforcement authorities or court order requesting or directing this firm to disclose the identity of anyone posting any such information and materials.

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD MDC, ITS AFFILIATES, EMPLOYEES, CLIENTS, AGENTS AND CONTRACTORS HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATED TO YOUR USE OF THE MDC PRIVATE PORTAL.

Termination

MDC may terminate the MDC Private Portal services at any time. MDC may terminate or suspend your access to the MDC Private Portal and may delete your account, at any time, without providing notice to you.

General

These Portal Terms are governed by the laws of the State of Georgia, U.S.A. You consent to the exclusive jurisdiction and venue of courts in Fulton County, Georgia, U.S.A. in all disputes arising out of or relating to the use of the MDC Private Portal. Any cause of action or claim you may have with respect to MDC or its affiliates, or agents must be commenced within one (1) year after the claim or cause of action arises and shall be null and void. MDC's failure to enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. MDC may assign its rights and duties to any party at any time without notice to you.