

TERMS OF USE

Last Updated June 6th, 2022

Sandhurst Apartment Management (“SAM,” “we,” “us,” or “our”) is proud to offer samapartments.com, websites for the apartment communities we manage, and related websites and subdomains (our “Websites”), to provide users (“you,” “your”) information about our operations and services. Your use of our Websites is governed by these Terms of Use (“Terms”). Please read these Terms carefully, as they constitute a legally binding agreement between you and us. By using or accessing our Websites, you are agreeing to be bound by these Terms and by our Privacy Policy, which is expressly incorporated in these Terms. If you do not agree to these Terms, you are not authorized to use or access our Websites.

We rely on trusted third parties to support our operations. Community management services are supported by Entrata. Entrata’s terms of use are available [here](#). Investor services are supported by AppFolio Investment Management.

Permission To Access Our Websites

Provided you abide by these Terms, we grant you permission to access the publicly available portion of our Websites for any authorized purpose.

The password-protected portions of our Websites are directed toward applicants and residents of our apartment communities or toward our investors. To access these parts of our Websites, you will be asked to provide certain registration details. You agree that any such information is correct, current, and complete. You also agree that your account is personal to you and you agree to not share your username, password, or other security information with any other person.

Intellectual Property Rights

Our Websites and all of their content, features, and functionality are owned and operated by FGP or its licensors. The contents of our Websites are protected by the copyright, trademark, and other intellectual property laws of the United States. We reserve all intellectual property rights to our Websites and to any registered or unregistered trademark, service mark, logo, or other proprietary material appearing on our Websites.

External Links

Our Websites may provide links to other websites that are owned and operated by third parties. We have no control over the content of such websites and we make no warranty or representation as to the accuracy, timeliness and/or completeness of the

information contained on them. The availability of links to third-party websites does not imply that we sponsor, endorse, or are affiliated with or associated with such third parties.

Prohibited Activities

By accessing our Websites and accepting these Terms, you agree that you will not:

- Use our Websites or any of their content for any business or commercial purpose, except as specifically authorized by us
- Violate, circumvent, or infringe our rights or the rights of any other person or entity, including without limitation any intellectual property, contract, privacy, or publicity rights
- “Frame,” “mirror,” or otherwise replicate or incorporate any portion or aspect of our Websites, our name, logo, trademarks, or proprietary information, into any other website without our express written consent
- Damage, disable, or overburden our servers or network, impair or impede the operation of our Websites, or interfere with someone else’s access
- Post or transmit 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 applicable law, ordinance, regulation, or court order
- Modify, adapt, decipher, translate, decompile, disassemble, edit, or reverse engineer any of the software used by us in connection with our Websites, or attempt to do so
- Solicit, encourage, or assist any person in doing, or attempting to do, any of the foregoing actions.

Availability

We will make reasonable efforts to ensure that our Websites are available at all times. However, from time to time our Websites may be unavailable due to scheduled maintenance, service upgrades, or unscheduled disruptions of service.

Disclaimer of Warranties

To the maximum extent permitted by law, our Websites are provided “AS IS” without warranty of any kind, whether expressed or implied. All implied warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are hereby expressly disclaimed.

We cannot and do not guarantee or warrant our Websites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and safeguards to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Websites for reconstruction of any lost data.

Limitation of Liability

Use of our Websites is at your own risk. To the maximum extent permitted by law, we will not be liable for any loss or damage, under any legal theory and in any form, arising out of or in connection with your use of, or inability to use, our Websites.

Indemnification

You agree to defend, indemnify and hold harmless us and our affiliates, licensors, and service providers, including 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 or your use of our Websites.

Governing Law and Jurisdiction

All matters arising from or relating to our Websites or these Terms, including any dispute or claim, shall be governed by the law of the state of North Carolina without giving effect to any choice or conflict of law provision or rule.

Jurisdiction for any court proceedings arising out of or relating to our Websites or these Terms shall be vested exclusively in, and venue shall be laid in, the state or federal courts sitting in Charlotte, North Carolina. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Non-Waiver; Severability

Any failure by us to enforce or assert our rights under any provision in these Terms shall not constitute a waiver or our right to enforce or assert rights under that provision or any other provision of these Terms.

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

Effective date and modifications

These Terms are effective as of the “last updated” date, above. We reserve the right to modify these Terms at our discretion and without notice by posting the changes here. We encourage you to visit this page periodically in order to remain informed of any changes. Changes to these Terms will be effective as of the date they are posted to this page.

Contacting Us

If you have any questions or concerns regarding these Terms, please contact us as follows:

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