

## Website Terms of Use and Legal Restrictions

Last updated November 21, 2018

Please read the Terms of Use (the “Terms”) below carefully. By using the website [www.retailvalueinc.com](http://www.retailvalueinc.com), or any other websites, mobile sites and social media resources owned or operated by Retail Value Inc. (“RVI”), you understand and agree that the services provided via the website, mobile sites and social media resources are governed exclusively by these Terms. By using the services or website, mobile sites and social media resources, you confirm that you have read and understand the Terms and agree to be bound by them.

### 1. Acceptance of Terms

- a. By (i) using this website or any other websites, mobile sites, and social media resources owned or controlled by RVI (the “Site”) with links to these Terms in any way, such as by using, transmitting, uploading or downloading of any information (including personal or property-related information) (the “Services”) or Materials made available or enabled via the Site by RVI or users of the Site (“Users”), or (ii) merely browsing the Site, you agree to these Terms and the RVI Privacy Policy located at <http://www.retailvalueinc.com/privacy-policy>. “Materials” include any (x) information, data, documents, images, photographs or graphics, including any and all property- or real estate-related information or data, and (y) RVI products, in each case as made available or enabled by RVI or Users of the Site.
- b. You may not use the Site or Services, or accept these Terms, if (i) you are not of legal age to form a binding contract with RVI, or (ii) you are prohibited by law from receiving or using the Site or Services.
- c. RVI may make certain Services and Materials available only if you have provided RVI with certain Personal Information (as that term is defined in the Privacy Policy) or other such information as may be requested.
- d. Please note that RVI may change the Terms from time to time in its sole discretion. When changes are made, RVI will make a new copy of the Terms available on the Site. RVI reserves the right to amend and update the Terms without notice to you. Your continued use of the Site, Materials and Services is subject to the most current version of the Terms posted on the Site at the time of such use. Please check the Site regularly to view the current Terms.

### 2. Use of Site, Services and Materials

- a. By using the Site, you agree to adhere to all limitations on dissemination, use and reproduction of any Materials that you download or access from the Site.
- b. RVI has no obligation or duty to store, post, reproduce, or otherwise use any Materials that you upload, post, e-mail, transmit or otherwise make available through your use of the Site or via the Services (“Your Content”). RVI has no responsibility or liability for the removal or accuracy of any Materials, including Your Content, the failure to store, transmit or receive transmission of Materials, or the security, privacy, storage or

transmission of other communications originating with or involving use of the Services. You agree that RVI retains the right to create reasonable limits on RVI's use of the Materials, including Your Content, and similar limits described in web pages accompanying the Services and as otherwise determined by RVI in its sole discretion.

- c. You agree to use the Services and the Materials only for the purposes permitted by the Terms and any applicable law, regulation, or generally accepted practices or guidelines in any applicable jurisdiction (including any laws regarding the transfer, use or storage of Materials) ("Law").

### 3. Ownership

- a. The Site, Services and Materials, and their selection and arrangement (collectively the Site's "Look and Feel"), are protected and/or protectable by copyright, trademark, trade dress, patent, trade secret, unfair competition and other intellectual property and proprietary rights (the "IP Rights"). Except as expressly provided in these Terms, RVI does not grant any express or implied rights to use the Site, Services and Materials.
- b. The trademarks, logos, and service marks displayed on the Site (the "Marks") are the property of RVI or third parties. You are not permitted to use the Marks without the prior written consent of RVI or the third party that owns the applicable Marks. RVI and RVI's logo are trademarks of RVI and you are not granted any right to use, reproduce, or display RVI's Marks without RVI's prior written consent.

### 4. Use of RVI Materials and User Content.

- a. Except as otherwise indicated in any applicable Terms, RVI hereby grants you a license to view, download and print Materials provided by RVI ("RVI Materials") and any Materials provided by Users ("User Content"), subject to the following conditions:
  - i. You may access and use the RVI Materials and User Content solely for personal, informational, non-commercial and internal purposes, at all times in accordance with the Terms;
  - ii. You may not modify or alter the RVI Materials or User Content;
  - iii. You may not distribute or sell, rent, lease, license or otherwise make the RVI Materials or User Content available to others; and,
  - iv. You may not remove any text, copyright or other proprietary notices contained in the RVI Materials or User content.

5. RVI reserves the right to revoke the authorization to view, download and print the RVI Materials and User Content at any time, and any such use shall be discontinued by Users immediately upon notice from RVI.

### 6. User Conduct

- a. You agree that you, and not RVI, are entirely responsible for all of Your Content that you upload, post, email, transmit or otherwise make available on the Site ("Make

Available”), whether publicly posted or privately transmitted. You assume all rights associated with the use of Your Content, including any reliance on its accuracy, completeness or usefulness.

- b. You represent and warrant that, to the extent applicable: (i) you own the IP Rights, or have obtained all necessary permissions from the owners of the IP Rights, to use Your Content in connection with the Site, Services or as otherwise permitted by these Terms; (ii) you have the rights necessary to grant the license and/or sublicense described in these Terms; and (iii) you have received consent from any and all persons depicted in Your Content to use Your Content as set forth in these Terms, including distribution, public displays, public performance and reproduction of Your Content.
- c. You acknowledge and agree that by accessing or using the Site, Services or Materials, you may be exposed to Materials that may be considered offensive, indecent or otherwise objectionable.
- d. You agree not to use, and you agree to encourage or permit others not to use, the Site or Services to:
  - i. Make Available any Material that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, pornographic, lewd, profane, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable;
  - ii. incite others to commit violence or harm minors in any way;
  - iii. Make Available any Materials that you do not have the right to Make Available under any Law or pursuant to a contractual or fiduciary relationship;
  - iv. Make Available any material that infringes any IP Rights of any party;
  - v. impersonate any person or entity, or falsely state or misrepresent your affiliation with a person or entity;
  - vi. use the Site, Services or Materials such that it will mislead a User into thinking they are interacting directly with RVI;
  - vii. access or use the Site or Services in any manner that could damage, disable, overburden or impair any RVI server or networks connected to any RVI server;
  - viii. disrupt or interfere with the security of, or otherwise cause harm to, the Site or Services, Materials, accounts, passwords, servers or networks connected to or accessible through the Site or any affiliated or linked sites;
  - ix. disrupt, interfere with or inhibit any User from using the Site, Services or Materials, or other affiliated or linked sites, Services or Materials; or
  - x. reproduce, sell, trade, resell or exploit for any commercial purpose, any portion of the Site, the Services or the Materials, use of any Service or Materials, or access to any Service or Materials.

## 7. RVI Monitoring

- a. RVI may monitor or review the Services and Materials at any time. RVI shall have the right to remove any of Your Content for any reason, including if it violates the Terms or any Law.
- b. RVI may investigate any potential violations of these Terms of which it may become aware, and RVI may, immediately terminate, to the extent practicable, your license to use the Site, Services or Materials without notice to you. If, as a result of any RVI investigation, RVI believes that criminal activity may have occurred, RVI reserves the right to refer the matter to, and cooperate with, any and all applicable law enforcement authorities.
- c. Except to the extent prohibited by applicable Law, RVI may disclose any information or Materials, including Your Content or Personal Information, in connection with your use of the Services to (i) comply with applicable Law, legal process or governmental request; (ii) enforce the Terms; (iii) respond to any claims that Your Content violates the Terms or rights of third parties; or (iv) protect the rights, property or personal safety of RVI, its Users or the public, and law enforcement or other government officials, as RVI believes to be necessary or appropriate

## 8. Use of Your Content

RVI does not claim ownership of Your Content. However, by using the Site and Services you grant RVI a worldwide, royalty-free, nonexclusive, perpetual, irrevocable, and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display Your Content (in whole or in part), and to incorporate Your Content into other Materials in any format or medium now known or later developed.

## 9. Right to Derive Revenue

You agree that RVI may derive revenue and/or other monies from Your Content that you Make Available via the services, without payment to you. For example, RVI may display RVI advertisements or RVI-owned content and/or other information adjacent to or included with the Services and adjacent to or in connection with Your Content, and you agree that you are not entitled to any compensation for any such advertisements.

## 10. Links to Third-Party Sites

The Site, Services and Materials may include links that will take Users to other websites operated by third parties ("Linked Sites"). The Linked Sites are provided by RVI as a convenience and the inclusion of links to Linked Sites does not imply any endorsement by RVI of any Linked Site. RVI has no control over the Linked Sites or the material contained on such Linked Sites, and you agree that RVI is not responsible for the availability or contents of any Linked Sites (including any content or material available on such Linked Sites).

## 11. Modification to Site, Services and Materials

RVI may at any time and from time to time modify or discontinue, temporarily or permanently, the Site, Services or Materials, or any portion thereof, with or without notice to you. You agree that RVI shall not be liable to you for any modification, suspension or discontinuance of the Site, Services or Materials.

## 12. Termination

- a. The Terms will continue to apply until terminated by you or RVI as set forth herein. RVI may at any time terminate this agreement with you if:
  - i. you have breached any provision of the Terms, or otherwise indicate via your acts an intent to not comply or an inability to comply with the Terms;
  - ii. RVI is required to do so by any applicable Law;
  - iii. the provision of Services to you by RVI, in RVI's opinion, is no longer commercially viable; or,
  - iv. RVI has elected to discontinue the Site, Services or Materials (or any portion thereof).
- b. You agree that all terminations for cause shall be made at RVI's sole discretion and that RVI shall not be liable to you or any third party for any termination of your access to the Site, Services or Materials, including Your Content.

## 13. Disclaimers

- a. THE MATERIALS ON THE SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. WITHOUT LIMITING THE FOREGOING, RVI MAKES NO WARRANTY THAT (I) THE SITE, SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (III) THE QUALITY OF THE SITE, SERVICES OR MATERIALS WILL MEET YOUR EXPECTATIONS; OR THAT (IV) ANY ERRORS OR DEFECTS IN THE SITE, SERVICES OR MATERIALS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RVI OR THROUGH OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
- b. RVI FURTHER DOES NOT WARRANT THE ACCURACY AND COMPLETENESS OF ANY MATERIALS OFFERED ON, OR SERVICES OFFERED THROUGH, THE SITE. RVI MAKES NO COMMITMENT TO UPDATE THE MATERIALS ON THE SITE OTHER THAN IN ITS SOLE DISCRETION. THE MATERIALS CONTAINED ON THE SITE ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY AND UNDER NO CIRCUMSTANCES SHOULD BE CONSIDERED AN OFFER TO SELL OR A SOLICITATION TO BUY ANY COMMODITY OR INVESTMENT. ANY TRADING RECOMMENDATION OR OPINION OR FINANCIAL AND MARKET INFORMATION AND DATA CONTAINED ON THE SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A STATEMENT OF RVI'S VIEWS OR ANY REPRESENTATION BY RVI THAT IT IS BASED ON INFORMATION RVI

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- c. RVI DOES NOT CONTROL, ENDORSE OR ACCEPT RESPONSIBILITY FOR ANY MATERIALS OR SERVICES OFFERED BY THIRD PARTIES, INCLUDING THIRD PARTIES ACCESSIBLE THROUGH LINKED SITES. RVI MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT, AND SHALL NOT BE LIABLE FOR, ANY SUCH THIRD PARTIES, THEIR MATERIALS OR SERVICES. ANY DEALINGS THAT YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK.
- d. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### 14. Limitation of Liability

IN NO EVENT WILL RVI, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, SUPPLIERS, OR OTHER THIRD PARTIES MENTIONED AT THIS SITE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION), ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEB SITES LINKED TO THIS SITE, OR THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT FORESEEABLE OR WHETHER RVI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### 15. International Users

This Site is controlled, operated and administered by RVI from its offices in the United States of America. RVI makes no representation that the Site, Services or Materials are appropriate or available for use at locations outside the United States, and access to the Site from jurisdictions where the Site, Services or Materials are illegal is prohibited. RVI reserves the right to block access to the Site, Services or Materials by certain international users. If you access the Site from a location outside the United States, you are responsible for compliance with all local Laws.

#### 16. Notification of Copyright Infringement

RVI respects the IP Rights of others and expects Users of the Site to do the same. RVI will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA") and its response to such notices may include removing or disabling access to the allegedly infringing content, terminating the accounts of repeat infringers, and/or making good-faith attempts to contact the User, where applicable, who posted the content at issue so that he may, where appropriate, make a counter-notification.

## 17. Indemnity and Liability

You agree to indemnify and hold RVI and its subsidiaries, affiliates, directors, officers, agents, employees, co-branders or other partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your Content, your use of the Site, Services or Materials, your connection to the Site, Services or Materials, your access to or use of Linked Sites and your connections therewith, any claim that Your Content caused damage to a third party, any dealings between you and any third parties advertising or promoting via the Site, Services or Materials, your violation of the Terms, or your violation of any rights of another, including any IP Rights.

## 18. Dispute Resolution

- a. All matters relating to your access to or use of the Site, Services or Materials shall be governed by the Laws of the State of Ohio, without regard to conflict of laws principles. You agree that any claim or dispute you may have against RVI must be resolved by a court located in Cuyahoga County, Ohio, except as otherwise agreed by and between the parties. You agree to submit to the personal jurisdiction of the courts located in Cuyahoga County, Ohio for the purpose of litigating such claims or disputes.
- b. All claims you bring against RVI must be resolved in accordance with this section. All claims filed or brought contrary to this section shall be considered improperly filed. Should you file a claim contrary to this section, RVI may recover attorneys' fees and costs up to U.S. \$1,000, provided that RVI has notified you in writing of the improperly filed claim and you have failed to properly withdraw the claim.
- c. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Site, Services or Materials in violation of the Terms you agree that RVI shall be entitled to injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## 19. General

- a. Any notice provided to RVI pursuant to the Terms should be sent to: Retail Value Inc., c/o SITE Centers Corp., 3300 Enterprise Parkway, Beachwood, Ohio 44122, Attention: General Counsel.
- b. These Terms constitute the entire agreement between RVI and you with respect to your access to or use of the Site, Services and Materials and supersede any prior agreements between you and RVI with respect to such subject matter.
- c. If for any reason a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.
- d. Any failure by RVI to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver of that provision or right.