



AXIS PORTAL TERMS OF SERVICE

ACCEPTANCE OF TERMS

Welcome to the Axis building portal. Axis provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by the Axis Portal Team from time to time without notice to you. You can review the most current version of the TOS at any time by accessing this section. In addition, when using particular Axis services, you and Axis shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines are hereby incorporated by reference into the TOS.

DESCRIPTION OF SERVICE

Axis currently provides users with access to a rich collection of resources, including various communications tools, forums, and building services. You also understand and agree that the Service may include advertisements and that these advertisements are necessary for Axis to provide the Service. You also understand and agree that the Service may include certain communications from Axis, such as service announcements, administrative messages, and the Axis Newsletter, and that these communications are considered part of Axis membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Axis properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that Axis assumes no responsibility for the timeliness, deletion, miss-delivery, or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service and that access may involve third-party fees (such as Internet Service Provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current, and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data"), and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Axis has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Axis has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

MEMBER CONDUCT

You understand that all information, data, text, messages, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Axis, are entirely responsible for all Content that you upload, post, email, transmit, or otherwise make available via the Service. Axis does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity, or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, or objectionable. Under no circumstances will Axis be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Service.

SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

INDEMNITY

You agree to indemnify and hold Axis, and its subcontractors, subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.



NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Axis may establish general practices and limits concerning use of the Service, including, without limitation, the maximum number of days that email messages, message board postings, or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Axis's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Axis has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that Axis reserves the right to log off accounts that are inactive for an extended period of time (currently set to two hours). You further acknowledge that Axis reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

MODIFICATIONS TO SERVICE

Axis reserves the right at any time and from time to time to sub-contract parts or all of its service to 3rd Party subcontractors, and all work and services provided by the sub-contractors will be a part of these TOS.

Axis reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Axis or its subcontractors shall not be liable to you or to any third-party for any modification, suspension, or discontinuance of the Service.

TERMINATION

You agree that Axis may, under certain circumstances and without prior notice, immediately terminate your Axis account, any associated email address(es), and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical issues or problems, and (f) extended periods of inactivity.

LINKS

The Service may provide, or third-parties may provide, links to other World Wide Web sites or resources. Because Axis has no control over such sites and resources, you acknowledge and agree that Axis is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Axis shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

AXIS'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. Except as expressly authorized by Axis or advertisers, you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Software, in whole or in part.

Axis grants you a personal, non-transferable, and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third-party to) copy, modify, create a



derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Axis for use in accessing the Service.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AXIS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF AXIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON THE SERVICE; OR (e) ANY OTHER MATTER RELATING TO THE SERVICE.

EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE MENTIONED LIMITATION OF LIABILITY MAY NOT APPLY, BUT THIS WILL HAVE NO EFFECT ON ALL OTHER LIMITATIONS THAT WILL APPLY REGARDLESS OF THE CORRESPONDING JURISDICTION EXCLUSIONS.

NOTICE

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service.

VIOLATIONS

Please report any violations of the TOS to AxisSupport@cbre.com.