

## Equity LifeStyle Properties, Inc.

### ACCEPTABLE USE POLICY

The following terms and conditions (“Policy”) apply to your use of and access to the networks owned and operated by Equity LifeStyle Properties, Inc. and/or its affiliates (collectively, “ELS”) as well as any electronic transmission sent, received, posted, accessed, or stored via those networks, including, without limitation, voice, data, and messaging services; and Internet services (collectively, the “Network”). By using or accessing the Network, you agree with this Policy. Certain products or services offered through the Network may have additional terms and conditions, which govern in the event of any inconsistency with this Policy.

In addition to any other agreements between you and ELS (also referred to herein as “we,” “us,” and “our”), this Policy explains the policies that govern your access to and use of the Network, including the actions that we may take, within our sole discretion, for any use that we deem unacceptable.

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**If you do not wish to be bound by this Policy, you should not access, subscribe to, or otherwise use the Network. ELS may modify this Policy at any time without notice to you. Modifications will be deemed effective immediately upon posting of the modified terms at [www.equitylifestyle.com/AUP](http://www.equitylifestyle.com/AUP).**

#### ILLEGAL OR HARMFUL USE

You may access and use the Network only for lawful purposes. You are responsible for any transmission you send, receive, post, access, or store via the Network, including the content of any communication. Transmitting, distributing, or storing any material that violates any law or governmental regulation is prohibited. Additionally, the following non-exhaustive list details the kinds of illegal or harmful conduct that is prohibited:

**Infringement:** Infringement of intellectual property rights or trade secret or other intellectual property right. Infringement may result from the unauthorized copying, distribution and/or posting of pictures, logos, software, articles, musical works, and videos.

**Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, explicit, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.

**Export Violations:** Including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.

**Failure to Abide by Third-Party Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, or that you access.

**Harmful Content:** Disseminating or posting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots or any other computer or other programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information.

## **ELECTRONIC COMMUNICATIONS**

You may not distribute, publish, or send through the Network: (1) unsolicited advertisements, solicitations, commercial e-mail messages or promotional messages of any kind (commonly referred to as “spam”); (2) unsolicited informational announcements; (3) chain mail; (4) numerous copies of the same or substantially similar messages; (5) messages which contain no substantive content; or (6) very large messages or files that disrupt a server, account, newsgroup, or chat service.

Likewise, you may not (1) participate in collecting e-mail addresses, screen names, or other identifiers of others (without our prior written consent), a practice sometimes known as spidering or harvesting; (2) participate in using software (including “spyware”) designed to facilitate such activity; (3) collect responses from unsolicited messages; or (4) use any of our mail servers or another site’s mail server to relay mail without the express permission of the account holder or the site. Without notice to you and at any time, we may modify or restrict the bandwidth available to download certain types of content.

## **NETWORK SECURITY AND INTEGRITY**

You may not violate the security of the Network in any way. Such violations may result in criminal or civil liability. ELS may, but is not obligated to, investigate any violation of the Network. ELS may cooperate with law enforcement where criminal or unauthorized activity is suspected. By sending, receiving, posting, accessing, or storing any electronic transmission via the Network, you agree to cooperate, as well, in any such investigation. Examples of Network security violations include, without limitation:

**Hacking:** Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express prior authorization of the owner of the system or network.

**Interception:** Unauthorized monitoring of data or traffic on any network or system without the express prior authorization of the owner of the system or network.

**Intentional Interference:** Interference with service to any user, host or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.

**Falsification of Origin or Routing Information:** Using, selling, or distributing in conjunction with the services, any computer program designed to conceal the source or routing information of electronic mail messages in a manner that falsifies an Internet domain, header information, date or time stamp, originating e-mail address, or other identifier.

**Avoiding System Restrictions:** Using manual or electronic means to avoid any limitations established by ELS or attempting to gain unauthorized access to, alter, or destroy any information that relates to any ELS customer or other end-user. ELS may, but is not obligated to, take any action it deems necessary to protect the Network, its rights or the rights of its customers or third parties, or (2) optimize or improve the Network, services, systems, and equipment. You acknowledge that such action may include, without limitation, employing methods, technologies, or procedures to filter or

block messages sent through the Network. ELS may, in its sole discretion, at any time, filter “spam” or prevent “hacking,” “viruses” or other potential harms without regard to any preference you may have communicated to us.

YOU EXPRESSLY ACKNOWLEDGE THAT THERE ARE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN ELECTRONIC COMMUNICATIONS AND IN THE USE OF THE INTERNET AND THAT ELS DOES NOT MAKE ANY WARRANTIES RELATING TO SUCH RISKS. ELS DOES NOT GUARANTEE THE SAFETY OR INTEGRITY OF ANY SYSTEM CONNECTED TO ITS NETWORK. THIS INCLUDES VIRUS AND/OR OTHER INFESTATION OF SUCH SYSTEMS, HACKER ACTIVITY (INCLUDING SENDING OF UNSOLICITED EMAIL, DENIAL OF SERVICE ATTACKS, AND UNAUTHORIZED ACCESS TO SYSTEMS) AND EXPOSURE OF PERSONAL OR CONFIDENTIAL DATA. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM ANY OF THE FOREGOING.

#### **INVESTIGATION AND ENFORCEMENT OF THIS POLICY**

All users of the services must adhere to the terms of this Policy. We have the right, but are not obligated, to strictly enforce this Policy through self-help, active investigation, litigation and prosecution. ELS shall not be obligated to monitor or exercise any editorial control over any material stored, copied, or communicated using the Network, but reserves the right to do so. Any user who violates any terms of this Policy may be subject to a suspension or termination of service, in ELS’ sole discretion. If ELS becomes aware that any s u c h material violates the terms of this Policy and/or exposes ELS to civil or criminal liability including, without limitation, under the Digital Millennium Copyright Act (DMCA), ELS reserves the right to block access to such material and suspend or terminate any user creating, storing, copying, or communicating such material, including any user whom ELS becomes aware has engaged in any of the foregoing activity. ELS further reserves the right to conduct investigations into fraud, violations of the terms of this Policy or other laws or regulations, and to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the user that ELS deems responsible for the wrongdoing.

We may also access and disclose any information (including transactional information) related to your access and use of the Network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with the law (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services. **INDIRECT OR ATTEMPTED BREACHES OF THIS POLICY, AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER, MAY BE CONSIDERED BREACHES OF THIS POLICY BY SUCH COMPANY, CUSTOMER OR USER.**

#### **DISCLAIMER OF WARRANTIES AND LIABILITY**

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR ACCESSED FROM OR OTHERWISE PROVIDED THROUGH THE NETWORK. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH THE NETWORK IS PROVIDED “AS IS,” “WITH ALL

FAULTS,” AND “AS AVAILABLE.” ELS, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE NETWORK. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. ELS DOES NOT GUARANTEE THAT THE NETWORK WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL ELS, ITS AFFILIATES, ITS AGENTS OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES FROM THE USE OF THE NETWORK THAT ARISE UNDER ANY CAUSE OF ACTION, INCLUDING THOSE THAT RESULT FROM YOUR USE OF THE NETWORK, ANY SERVICES OFFERED THROUGH THE NETWORK, OR ANY TRANSACTION PERFORMED THROUGH THE NETWORK. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING COMPENSATORY, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES-EVEN IF KNOWN BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF ELS, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE NETWORK WILL NOT EXCEED \$100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF ELS, AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

### **GOVERNING LAW**

This Policy is governed by and construed under the laws of the State of Illinois, without regard to its conflict of laws principles. The federal courts within the state of Illinois and state courts in Cook County, Illinois, have exclusive jurisdiction over and venue of any suit that relates to this Policy. You are responsible for ensuring that your conduct is at all times in compliance with all applicable laws, rules, and regulations.

### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless ELS, its officers, directors, employees, agents, shareholders, affiliates, licensors, and suppliers from and against all claims, liabilities, losses, expenses, damages and costs, including reasonable attorneys' fees, that arise from: (1) any violation of this Policy by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit or make available through the Network; or (5) your use of the or Network.

### **PRIVACY POLICY**

Please review our Privacy Policy at [www.equitylifestyle.com/privacypolicy](http://www.equitylifestyle.com/privacypolicy).

## **CONTENT POLICY**

The content distributed on the Internet is solely the responsibility of those who produce and access the content. As such, ELS takes no responsibility for third party content accessed over the Network without limitation, nor does ELS have any obligation to monitor such third party content. ELS reserves the right at all times to remove or refuse to distribute any content which it finds objectionable for any reason. ELS also reserves the right to direct any objectionable or illegal content to the appropriate legal, regulatory or governmental entities. ELS is not responsible or liable for enforcing or failing to enforce these stated rights under this Policy.

The following principles are intended to be a summary of ELS' content policy. They are not intended to address every scenario, but simply to outline our approach to monitoring the content that we offer.

1. ELS will not transport content that it knows is illegal.
2. ELS may decline or immediately terminate service that threatens the Network, its users or fails to adhere to this Policy.
3. ELS is not required to investigate the nature of a user's content and will not do so in the normal course of business.
4. ELS prohibits the publishing or distribution of content that is deemed objectionable, including content that is illegal or contains harmful or malicious code, protected content, harmful or violent content, obscene content, or content containing private or confidential information.
5. ELS prohibits the use of the Network in any way that might be deemed illegal or inappropriate, including but not limited to the generation or distribution of spam, malicious codes or viruses, or for the promotion of objectionable content.
6. ELS reserves the right to terminate services for any and all users failing to adhere to this Policy. Furthermore, ELS reserves the right to disseminate all information to appropriate legal, regulatory and governmental authorities if it believes the content or distribution in question have the potential to be illegal or pose a threat to ELS, its users or the general public.

While we do not individually review all content posted or distributed on the Network, we will review any questionable material brought to our attention. We welcome the assistance of our users in monitoring content. To notify us of objectionable content, please email us at:

**[AUPViolations@equitylifestyle.com](mailto:AUPViolations@equitylifestyle.com)**.

## **MISCELLANEOUS**

Failure by ELS to insist upon or enforce strict performance of any provision of this Policy will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision of this Agreement. If any provision of this Policy is found to be unenforceable or invalid, this Policy's unaffected provisions will remain in effect.