

TERMS AND CONDITIONS OF USE

General

Welcome to the website ("Inland Website") of The Inland Real Estate Group of Companies, Inc. ("Inland"). Please carefully review these terms and conditions ("Terms of Use"), the [Privacy Policy](#), and the terms and conditions on the Inland Website that govern particular offers or features ("Additional Terms and Conditions," together with these Terms of Use and the Privacy Policy, form the "Agreement") all of which collectively govern your use of and access to all of the Inland Website and any and all content, data and information contained therein. **YOUR USE OF THE INLAND WEBSITE CONSTITUTES YOUR UNCONDITIONAL AGREEMENT TO FOLLOW AND BE BOUND BY THIS AGREEMENT, AS MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME BY INLAND, IN ACCORDANCE WITH THIS AGREEMENT. IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN THESE TERMS OF USE, THE PRIVACY POLICY AND THE ADDITIONAL TERMS AND CONDITIONS, THE FOLLOWING ORDER OF PRECEDENCE SHALL CONTROL: (1) TERMS OF USE, (2) PRIVACY POLICY AND (3) ADDITIONAL TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE OR ACCESS THIS INLAND WEBSITE.**

Structure of The Inland Real Estate Group of Companies, Inc.

This Inland Website is offered by The Inland Real Estate Group of Companies, Inc., a group of separate, legal entities that own The Inland Real Estate Group of Companies, Inc. and may also be affiliates of each other, share some common ownership or have been sponsored by Inland Real Estate Investment Corporation. Each entity that is part of The Inland Real Estate Group of Companies, Inc. is a separate legal entity and no legal or financial relationship is to be implied between or among any entities on this Inland Website. The products and services included on this Inland Website may be offered by any of the entities that are part of The Inland Real Estate Group of Companies, Inc. Please note that these products and services may change at any time. In addition, there may be eligibility or suitability requirements for these products and services and they may not be available in all geographic areas.

Modifications of This Agreement

Inland reserves the right to change, modify, amend and/or update this Agreement at any time with or without prior notice. Your use of this Inland Website following any such changes, modifications, amendments and/or updates constitutes your unconditional agreement to follow and be bound by this Agreement as so changed, modified, amended and/or updated. You are responsible for reviewing this Agreement each time you use or access any Inland Website.

Links

Inland is not affiliated or associated with the sponsors, owners or producers of any third party websites linked to or from this Inland Website. These linked sites are not under our control and Inland explicitly disclaims any responsibility for the accuracy, content or availability of the information, products, and/or services found on or through such third party sites. Inland does not

endorse and has not taken any steps to confirm the accuracy or reliability of any of the information, products or services contained on or through such third party sites. Inland does not make any representations or warranties as to the security of any information (such as credit card and other sensitive information) you might give on any third party site.

Solely Intended for United States Users

Unless otherwise explicitly specified on the Inland Website, the information on all of the Inland Website is intended solely for use and access by persons residing in the United States, its territories and possessions. Inland controls and operates its Website from offices located in the United States and makes no representations or warranties that the information, products or services contained on the Inland Website is appropriate for use or access in other locations. Anyone using or accessing any of the Inland Website from other locations do so on their own initiative and are responsible for compliance with local United States laws, if and to the extent applicable.

Use

The Inland Website and its contents are intended solely for personal use. Unless otherwise explicitly specified, all materials that are included in or are otherwise a part of this Inland Website are copyrights, patents, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by Inland or by third parties who have licensed their materials to Inland and are protected by U.S. and international intellectual property laws. The compilation (i.e., the collection, arrangement and assembly) of all materials on this Inland Website is the exclusive property of Inland or its licensors and is protected by U.S. and international copyright laws. Except as solely provided in the next sentence, no material from any Inland Website may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. You may download one copy of the materials on any single computer for your personal use only, provided that: (a) you keep intact all copyright and other proprietary notices; (b) you do not use the materials in a manner that suggests an association with any of our products, services or brands; and (c) you make no modifications to the materials. In addition, you agree not to: (m) use or access this Inland Website for any purpose that is unlawful or prohibited by this Agreement; (n) use or access this Inland Website in a manner that could damage, disable, overburden, or impair any Inland server or the networks connected to any Inland server; (o) interfere with any third party's use and enjoyment of this Inland Website; or (p) attempt to gain unauthorized access to accounts, computer systems or networks connected to any Inland server through hacking, password mining or any other means.

User IDs/Passwords

Use of certain features on the Inland Website might be limited and/or require registration. Inland will review and determine, in Inland's sole discretion, whether to accept your registration. Inland shall have the right, in its sole discretion, to refuse or restrict anyone from access to the Inland Website(s) at any time for any reason. Upon acceptance of your registration by Inland, you will be given your user ID and password (collectively "Password") for access to and use of the applicable portion of the Inland Website.

Inland reserves the right to require you to periodically change your Password. You agree to use your best efforts to maintain the security of your Password. You shall not disclose your Password

to anyone else, and you shall not use anyone else's Password. You agree to notify Inland immediately about any unauthorized use of your Password or any breach of security. You further agree that Inland shall not be responsible for your failure to comply with this Section or any loss or damage arising out of, or related to, your use of your Password by you or anyone other than Inland.

Charges and Payment

In certain instances, Inland may charge a user, subscription or other fee. In those instances where a fee may be charged, Inland will notify you of the fee prior to your incursion of charges.

Disclaimer

THIS INLAND WEBSITE IS PROVIDED BY INLAND ON AN "AS IS" AND "AS AVAILABLE" BASIS. INLAND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS INLAND WEBSITE OR THE INFORMATION INCLUDED ON SUCH INLAND WEBSITE. INLAND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS. INLAND DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THIS INLAND WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE INLAND WEBSITE OR THE SERVER THAT MAKES THE INLAND WEBSITE AVAILABLE ARE FREE FROM ANY HARMFUL COMPONENTS INCLUDING VIRUSES. INLAND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION ON THIS INLAND WEBSITE IS ACCURATE, COMPLETE, CORRECT, ADEQUATE, USEFUL, TIMELY, RELIABLE OR OTHERWISE. YOU ACKNOWLEDGE, BY YOUR USE OF THIS INLAND WEBSITE, THAT YOUR USE IS AT YOUR SOLE RISK.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL INLAND OR ANY OF ITS SHAREHOLDERS, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS, OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR ACCESS TO OR INABILITY TO USE OR ACCESS THIS INLAND WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF INLAND HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU, AND NOT INLAND, SHALL ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT WILL INLAND BE LIABLE FOR ANY DAMAGES IN EXCESS OF ONE HUNDRED UNITED STATES DOLLARS (\$100.00) FOR ANY CLAIMS ARISING FROM

OR RELATED TO THIS AGREEMENT.

User Submissions, Postings and Email Communications

All submissions, postings and email communications to or through the Inland Website shall be subject to the Inland [Policy Regarding Submissions, Postings and Other Communications](#), which is incorporated into this Agreement by this reference.

Online Copyright Infringement Notification Policy

If you believe that this Inland Website(s) contains materials that constitute copyright infringement, please notify Inland in accordance with our [Online Copyright Infringement Notification Policy](#).

Indemnification

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD INLAND AND ITS SHAREHOLDERS, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATED TO (I) YOUR USE OF THIS INLAND WEBSITE AND/OR (II) YOUR BREACH OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

Terms and Termination

Inland shall have the right to terminate your access to, and use of, the Inland Website immediately, if, in its sole discretion, Inland believes that your conduct fails to conform with this Agreement. Inland also reserves the right to investigate suspected violations of this Agreement, including without limitation any violation arising from any submission, posting or emails you make or send to the Inland Website.

Upon termination of this Agreement, all rights granted to you under this Agreement will cease immediately, and you agree that you will: (a) immediately discontinue use of the Inland Website(s); and (b) as applicable, pay any amounts owed to Inland in full within thirty (30) days from the date of such termination.

Applicable Laws

This Agreement shall be governed by and construed under the laws of the State of Illinois, without regard to conflicts of laws principles. YOU AGREE THAT JURISDICTION OVER AND VENUE IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS INLAND WEBSITE OR THE USE OR ACCESS THEREOF MAY BE IN THE STATE OR FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS.

Commencement of Actions

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE WITH RESPECT TO THIS INLAND WEBSITE MUST BE COMMENCED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.

Miscellaneous

The failure of Inland to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit Inland's rights with respect to such breach or any subsequent breaches. Neither the course of conduct between the parties nor trade practice shall act to modify this Agreement. Inland may assign its rights and duties hereunder to any party at any time without any notice to you. This Agreement may not be assigned by you without Inland's prior written consent. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Forward-Looking Statements

This Agreement and the documents incorporated by reference herein, if any, may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such statements are based on management's current expectations and assessments of risks and uncertainties and reflect various assumptions concerning anticipated results, which may or may not prove to be correct. Some of the factors that could cause actual results to differ materially from estimates or projections contained in such forward-looking statements include the pattern of brand sales, including variations in sales volume within periods; competition within the relevant product markets, including the ability to develop and successfully introduce new products, ensuring product quality, pricing, promotional activities, introduction of competing products and continuing customer acceptance of existing products; loss of distributorship rights; risks inherent in acquisitions and strategic alliances; the loss of one or more key employees; the effects of a prolonged United States or global economic downturn or recession; changes in costs, including changes in labor costs, raw material prices or advertising and marketing expenses; the costs and effects of unanticipated legal or administrative proceedings; and variations in political, economic or other factors such as currency exchange rates, inflation rates, tax changes, legal and regulatory changes or other external factors over which Inland has no control. Inland has no obligation to update any forward-looking statement in this Agreement or any incorporated document.

[Back to Top](#)

PRIVACY POLICY

General

Welcome to the website ("Inland Website") of The Inland Real Estate Group of Companies, Inc. ("Inland"). This Privacy Policy ("Privacy Policy") only applies to information collection and use practices on the Inland Website. This Privacy Policy is subject to the [Terms and Conditions of Use](#).

Links

There might be links from the Inland Website or portals on the Inland Website to other websites. This Privacy Policy only applies to the Inland Website and not to websites of any other company or organization linked to or through the Inland Website, which may have different policies. Inland encourages you to review all policies, rules, terms and regulations, including the privacy

policies, of each website that you visit.

Gathering, Modifying and Removing Information

Inland may request and/or collect personal information on the Inland Website that you might elect to provide to Inland (“Personal Information”) when, via the Inland Website, you: (a) contact Inland; (b) use Inland’s services; and/or (c) send requests for information, questions, inquires, or comments to Inland. You are not required to provide Personal Information to access the Inland Website. Personal Information may include: (a) contact information (e.g., name, address, phone number and email address); (b) information regarding certain of your preferences related to Inland or the Inland Website; and/or (c) information regarding how you became aware of the Inland Website.

If you would like to review, correct or remove your Personal Information, please contact Inland at the address listed below under “Contact Inland.” Inland will then make all reasonable efforts to correct or remove your Personal Information from the Inland active database.

Gathering Anonymous Information

Inland might collect non-personal and aggregate information about your and other users' use of the Inland Website, such as page hits, number of visits, web pages viewed and the length of visits to the Inland Website (collectively, “Non-Personal Information”). Inland does not tie this Non-Personal Information to your Personal Information.

Use and Disclosure of Information

The Personal Information that you provide will be available to Inland, our agents, representatives and service providers and contractors, as appropriate, to be used to respond to your inquiries or questions about Inland and for the purposes indicated or which may reasonably be inferred by your voluntary provision of such Personal Information and otherwise in connection with the conduct of the Inland business and operations. This use may include periodic telephone calls and postal and email mailings from Inland about new products, services or upcoming events offered by Inland. Inland does not, however, sell or furnish Personal Information to unaffiliated third parties to use in advertising or promoting their products or services, without your permission.

Inland may also use your Personal Information, alone or in combination with the information submitted by other users, to improve Inland Website’s navigation or infrastructure. Also, Inland may use Non-Personal Information to improve your experience on the Inland Website and to enhance the Inland Website.

Third party contractors or providers of services to Inland that have access to your Personal Information are also expected to protect such Personal Information in a manner consistent with this Privacy Policy and to use such Personal Information only to carry out the activities or services they are performing for you or for Inland.

Inland might disclose Personal Information and Non-Personal Information, if in our opinion such disclosure is required: (a) by law; (b) to protect and/or defend Inland’s rights; and/or (c) to protect the personal safety of any individual. In addition, in the event that all or substantially all of Inland's ownership and/or assets are transferred or sold to, or Inland is merged with, another entity, or there is a change of control of Inland, Inland may transfer Personal Information and

Non-Personal Information to the successor entity.

Internet Communications

Communications and submissions over the Internet might not be secure. Please consider this fact before communicating or submitting any personal or confidential information through the Inland Website.

Changes

Inland reserves the right to change, modify, amend and/or update this Privacy Policy at any time with or without prior notice at the sole and absolute discretion of Inland. Your use of the Inland Website following any such changes, modifications, amendments and/or updates constitutes your unconditional agreement to follow and be bound by this Privacy Policy as so changed, modified, amended and/or updated. You are responsible for reviewing this Privacy Policy each time you use or access the Inland Website.

Contact Inland

If you have any questions, comments, or concerns regarding our Privacy Policy and/or information handling, privacy or maintenance practices as it relates to the Inland Website, please contact Inland at the following address:

The Inland Real Estate Group of Companies, Inc.
2901 Butterfield Road
Oak Brook, Illinois 60523
Attn: Robert H. Baum, General Counsel

[Back to Top](#)

INLAND POLICY REGARDING SUBMISSIONS, POSTINGS AND OTHER COMMUNICATIONS

Submissions

All remarks, suggestions, ideas, graphics, or other information communicated by you to Inland through the Inland Website (collectively, the "Submission") will forever be the property of Inland and you waive all of your rights, including but not limited to moral rights, therein if applicable, provided that you will continue to be responsible for the content of the Submission including, without limitation, any indemnification obligations related to such Submissions. Inland will not be required to treat any Submissions as confidential (unless required by law or if Inland has agreed to treat it as confidential in other documentation), and will not be liable for any ideas for its business (including without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Inland operations. Without limitation, Inland will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere and will be entitled to use the Submission for any commercial or other purpose whatsoever without compensation to you or any other person sending the Submission. Inland retains the right to review, edit or delete from

the Inland Website any Submission which Inland in its sole discretion considers illegal, offensive, in violation of a third party right or otherwise inappropriate.

Email and Other Communications

In connection with your use of the Inland Website, you consent to Inland recording any communication, electronic or otherwise, between you and Inland and retaining any information and data you submit while using the Inland Website.

In using the Inland Website, you may be permitted to communicate electronically with Inland by sending electronic mail to Inland; however, you acknowledge and agree that only general information or inquiries may be submitted to Inland via electronic mail and any other submissions or communications on or through the Inland Website (e.g., the placement of orders) may be submitted only in accordance with the express instructions set forth on the Inland Website for such submissions or communications. Please do not send any time-sensitive communications to Inland via e-mail as Inland cannot be responsible for responding to any such communications.

Investigations

Inland may seek to gather information from the user who is suspected of violating this Agreement, and from any other user. Inland may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If Inland believes, in its sole discretion, that a violation of this Agreement has occurred, it may edit or modify any submission, posting or e-mails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. Inland will fully cooperate with any law enforcement authorities or court order requesting or directing Inland to disclose the identity of anyone posting any emails, or publishing or otherwise making available any materials that are believed to violate this Agreement. YOU WAIVE AND HOLD HARMLESS INLAND FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY INLAND DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER INLAND OR LAW ENFORCEMENT AUTHORITIES.

[Back to Top](#)

ONLINE COPYRIGHT INFRINGEMENT NOTIFICATION POLICY

If you believe that the Inland Website contains materials that constitute copyright infringement, please notify our Designated Agent, Robert H. Baum, in writing using the following contact information:

Name of Designated Agent to Receive Notification of Claimed Infringement:
Robert H. Baum

Full Address of Designated Agent to which Notification should be Sent:

The Inland Real Estate Group of Companies, Inc.
2901 Butterfield Road
Oak Brook, Illinois 60523

Telephone Number of Designated Agent:
(630) 218-8000

Facsimile Number of Designated Agent:
(630) 218-4900

Under Title 17, United States Code, Section 512(c)(3)(A), your notice of a claimed copyright infringement to our Designated Agent must be in the form of a written communication that includes the following information:

1. Your address, telephone number and e-mail address;
2. Identification of the copyrighted work (or works) that you claim has been infringed;
3. A description of the material that you claim is infringing the copyrighted work;
4. A clear description of where the infringing material is located on the Inland Website, including its URL, so that Inland can locate the material;
5. A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
7. An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest.

[Back to Top](#)

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