

# ConAm Privacy Policy

## HOW OUR PRIVACY POLICY APPLIES

Your privacy is important to us. This privacy policy (“Privacy Policy”) discloses how we collect, protect, use, and share information provided by you to us on this Site and all sites of The ConAm Group of Companies (collectively the “Site”) and other information that you may provide to us offline. This privacy policy may be revised periodically so please revisit this page to remain fully informed. By using this site, you agree to the terms of this Privacy Policy.

## INFORMATION COLLECTED

The kinds of information we collect from you will vary, depending on how you use our Site. We use the information to complete transactions, such as to fulfill your requests for our information, offerings, programs and services, to provide service-related information and to respond to your inquiries. We also use the information to communicate with you and to promote our services. For example, we may use such information to send you e-mail updates and newsletters about our Site and other sites, to offer you other information, programs or services that we believe may be of interest to you, including e-mails relating to property management, leasing, or acquisition interests, or to send you e-mail promotions and special notices, or to respond to your interest in employment with ConAm.

In order to obtain further information or take part in certain services on our Site, you may be required to provide certain personal information, e.g., your name and address, age or date of birth, your e-mail address, number of children, your occupation, employment information, telephone number, education, your social security number, real property purchased, leased, or rented, bank account number, debit card number, bank or investment account, debit card, or credit card balance, payment history, and information pertaining to your creditworthiness, assets, income or liabilities, or information related to properties about which you would like further information.

If you are applying for employment at ConAm, additional categories of information will also be deemed to be personal information such as employment history and verification. We intend to implement this Privacy Policy in a manner consistent with applicable employment laws. To the extent that such applicable employment laws are in conflict with this Privacy Policy, we will act in accordance with such applicable employment laws.

In addition to the information you choose to submit, our systems are set up to gather certain anonymous data to help us better understand how our Site is being used and how we can improve it. This automatically gathered data includes any content you view on our Site.

If you do not want to receive further newsletters, offers, or product and service

information, simply click the unsubscribe or opt-out link at the bottom of the unwanted e-mail message or send an e-mail to [legal@conam.com](mailto:legal@conam.com).

## **HOW WE USE THE INFORMATION**

We collect the personally identifiable information you have provided to us voluntarily by filling out a form or initiating a communication with us, such as sending us an e-mail.

We collect, retain and use personal information in the following ways:

- When you do business with us;
- When you participate in or respond to questionnaires, etc;
- When you make submissions to us;
- When you participate in any special offers, promotions or surveys;
- When you request information from us;
- When you contact us;
- To complete the leasing process;
- To provide information on property acquisition;
- To request a credit report in connection with leasing or job applications;
- To process job applications;
- To contact you in response to your inquiries, comments and suggestions;
- To contact you otherwise when necessary;
- To track our visitors' use of the Site for internal market research;
- To improve the Site and the services ConAm promotes or provides through the Site or through other means;
- To customize the content and/or layout of our Site for each individual visitor;
- To complete any transactions you may perform at the Site;
- To notify you about updates to the Sites or services;
- To notify you about promotions, special offers, etc., regarding products and services provided by us or our affiliates or partners;
- To be provided to third party service providers on behalf of ConAm;
- As required by law or regulation, or as requested by government authorities;
- In connection with an acquisition, merger, sale or other transfer of all or any portion of our business; and
- For our internal business purposes.

We do not disclose Personal Information to third parties for their marketing purposes.

However, we may disclose information you provide if required to do so by law or if we have a good faith belief that disclosure is necessary to: (1) comply with the law or with legal process served on us; (2) protect and defend our rights or property; or (3) act in an emergency to protect someone's safety.

## **CHILDREN'S PRIVACY**

We do not collect or maintain any personal information from those we know are under the age of 13 and we do not permit children under 13 years of age to become registered users of this Site. By using this site, you represent that you are not under 13 years of age.

## **COOKIES AND PIXEL TAGS**

ConAm reserves the right at any time to collect anonymous, non-personal information about your use of this site through the use of "cookies" and pixel tags.

"Cookies" are pieces of information that a website sends to your computer and puts on your computer's hard drive while you are viewing the Site. "Cookies" allow us to know how often someone visits our Site and the activities they conduct while on our Site (such as the places you visited, etc.). "Cookies" can also be used to store personal preferences for your convenience and to track user trends and patterns. The information collected by "cookies" can help us better understand and improve areas of this Site and our services or information that our users find valuable.

Cookies do not tell us your e-mail address or other personally identifiable information. However, once you choose to provide us with personally identifiable information, such information may be linked to the data stored in the "cookie."

Your browser software can be set to reject all "cookies" or to warn you each time a cookie is being sent. If you reject our "cookies," certain of the functions and conveniences of our Site may not work properly.

Our partners, affiliates or sponsors on this Site may also use their own "cookies" when you click on their advertisement or link to their site or service. We do not control these third parties' use of "cookies" or how they manage the information they gather from your visit to their sites. We recommend that you review the privacy policy of other sites you visit or link to from our Site for information on how these other sites use "cookies" and your personal information.

In addition, visitors to our Site who have received a targeted promotional campaign from us may have some of the pages they visit on our site noted by us or by such company through the use of pixel tags (also called clear "gifs"). The information collected in this way may be associated with personally identifiable information. The information collected by pixel tags is used for the purpose of targeting future campaigns and upgrading visitor information used in reporting statistics.

We use IP addresses to diagnose problems with our servers and to administer our Site. Your IP address also is used by ConAm to gather broad demographic information, such as your general geographic location and Internet Service Provider. IP addresses are further used to help determine the number of users of our Site. This demographic information may also be used by us to analyze aggregate Internet usage behavior.

## **LINKS TO THIRD PARTY WEBSITES**

This Site contains links to external websites. You should be aware that any information you disclose once you access these other sites is not subject to this Privacy Policy. We are not responsible for the privacy practices or policies of those sites. We recommend that you review the privacy policy posted on the third party's site to understand what that third party collects and how it uses your personal information.

Further, this Privacy Policy does not extend to anything that is inherent in the operation of the Internet, and therefore beyond our control, and is not to be applied in any manner contrary to applicable law or governmental regulation.

## **CONSENT AND E-MAIL CONSENT**

By using this Site, you consent to our collection and use of personal information. ConAm reserves the right to change, modify, add or remove portions of this Privacy Policy from time to time. The amended Privacy Policy will be effective upon posting on the Site. Your continued use of this Site and/or the services means that you agree to the revised Privacy Policy and our use of your personal information in accordance with the revised policy. ConAm may, but is not required to, provide you notice of such modification to the Privacy Policy via e-mail or other communication.

Your provision of personal information constitutes your consent that we may contact you by e-mail to provide you with information and notices and various services available to you.

## **NON-U.S. RESIDENTS**

If you do not reside in the U.S. and you provide us with personal information, it may be transferred to and processed on computers in the U.S. and other countries. Do not provide your personal information if you do not want this information to be transferred outside of your country or if the laws in your country restrict these types of transfers. Your provision of personal information will be handled in accordance with this Privacy Policy. Your provision of personal information to us through this Site means that you agree to the terms of this Privacy Policy.

## **SECURITY**

The security of your personal information is important to us. When you enter sensitive information (such as credit card number and/or social security number) on our registration or order forms, we encrypt that information using secure socket layer technology (SSL).

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of

transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

## **OPT-OUT**

We provide you the opportunity to “opt-out” of having your personally identifiable information used for certain purposes. If you no longer wish to receive information, offers and promotions, you may opt-out of receiving them by following the instructions included in each e-mail or communication or by e-mailing us at [legal@conam.com](mailto:legal@conam.com). If you need further assistance, please contact us at any time:

Attention: Legal Department  
The ConAm Group of Companies  
3990 Ruffin Road  
San Diego, CA 92123  
Telephone: (858) 614-7200  
E-mail: [legal@conam.com](mailto:legal@conam.com)

## **DISCLAIMERS OF WARRANTIES**

Given the unpredictability of technology and the online environment, ConAm does not warrant that the function or operation of this Site will be uninterrupted or error-free, that defects will be corrected, or that this Site or the server that makes it available will be free of viruses or other harmful elements. As a visitor to and user of this Site, you assume full responsibility for any costs associated with the servicing of your equipment used in connection with the use of our Site.

ConAm does not represent or warrant that the information accessible via this Site is accurate, complete or current. ConAm reserves the right to add to, change or delete its content or any part thereof without notice. Any price or availability information is subject to change without notice. Additionally, this Site may contain information provided by third parties. ConAm makes no representation or warranty regarding the accuracy, truth, quality, suitability or reliability of such information. ConAm is not responsible for any errors, omissions, or inaccuracies contained in any information provided by such third parties. ConAm does not endorse, warrant or guarantee any products or services offered on this Site. We are not a party to, and do not monitor, any transaction between users and third party providers of products or services.

All information provided by ConAm on this Site is provided to the public as a source of general information on ConAm’s services and the featured properties.

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DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

## **LIMITATION OF LIABILITY**

Neither ConAm nor any of its officers, members, directors, employees or other representatives will be liable for any damages, special, consequential or otherwise, arising out of or in connection with the use of this Site or any information contained herein even if advised of the possibility thereof. This limitation of liability is comprehensive and applies to all damages of any kind, including, without limitation, loss of data, income or profit, loss of or damage to property and claims of third parties.

You have sole responsibility for the adequate protection and backup of data and/or equipment you are using in connection with the Site and will not make any claim against ConAm for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the use of the Site.

As a visitor to and a user of this Site, you, in effect, agree that all access and use of this Site and its contents are at your own risk.

## **GOVERNING LAW**

These terms and conditions will be governed by and construed in accordance with the laws of the State of California, without regard to any principles of conflicts of law. You agree that any action at law or in equity that arises out of or relates to these terms and conditions will be filed only in the state or federal courts located in San Diego County.

## **COMPLETE AGREEMENT**

These terms and conditions represent the entire understanding relating to the use of the Site and prevail over any prior or contemporaneous, conflicting or additional, communications. ConAm reserves the right to revise these terms and conditions at any time without notice by updating this posting.