

DORAN COMPANIES  
TERMS OF USE AGREEMENT  
Last Updated On April 29, 2019

**1. Acceptance of Terms**

Doran Companies, LLC, Doran Management, LLC, and our affiliated Doran-owned/managed commercial and residential properties (collectively, "we," "us," "our," or "Doran Companies") requires that all visitors ("you") to [www.dorancompanies.com](http://www.dorancompanies.com), [www.doranresidential.com](http://www.doranresidential.com), and the individual websites of our affiliated Doran-owned/managed properties (collectively, the "Sites"), agree to all the terms and conditions in this Terms-of-Use Agreement (the "Terms"). By accessing and using the Sites, you indicate your acknowledgement, assent to, and acceptance of these Terms, as they may be amended from time to time.

**Carefully read these Terms before using the Sites. Your access to and use of the Sites are conditioned on your acceptance and compliance with these Terms.**

If you do not accept these Terms, you may NOT use the Sites or services offered therein. Doran Companies reserves the right to modify these Terms at any time and will post any changed Terms to the Sites and notify you of such changes. We encourage you to check these Terms each time you access the Sites. Your continued use of the Sites indicates that you agree to the most current version of the Terms posted on the Sites.

Use of the Sites is void where prohibited. By using the Sites, you represent and warrant that (1) all information you submit is truthful and accurate; (2) you are 18 years of age or older; and (3) your use of the Sites is for a lawful purpose and does not violate any applicable law or regulation, including privacy and data collection laws. Your use of the Sites may be terminated without warning if we believe that you are in violation of any of these Terms.

**2. Who is Doran Companies?**

We are a group of business entities that engage in real estate development, general contracting, ownership and management of multi-family residential and commercial properties. Our dedication to

development, architecture, construction, and property management has helped establish us as a trusted and respected provider of these services in today's market.

The Sites provide you with access to an online collection of information, materials, and services related to Doran Companies and its work, including text, pictures, photographs, audio, video, graphics, logos, marks and images (collectively, "**Content**"), all of which are subject to these Terms. Unless stated otherwise, any new Content added to the Sites, and all revisions, modifications, and enhancements thereof, will be covered by these Terms effective upon the date of each such addition.

### **3. Binding Agreement**

By using the Sites, you represent and warrant that you are a U.S. resident, are at least 18 years of age, and have the capacity and authority to enter into legally binding agreements, including the authority to be bound by these Terms. The use of the Sites and Content by you, or anyone else authorized by you, is prohibited except as allowed by these Terms.

Doran Companies' Privacy Notice, available at: <http://dorancompanies.com/Doran-Companies-Privacy-Notice-4-29-19.pdf> is part of these Terms, and these Terms include and incorporate by reference our Privacy Notice. Please see our Privacy Notice for details. By accepting these Terms, you agree to abide by the terms of our Privacy Notice.

### **4. Proprietary Materials.**

We welcome you to our Sites, and we invite you to use them within the following rules:

You may use the Sites and Content solely for the purposes stated in these Terms.

Except as otherwise expressly stated herein, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, hyperlink to, promote, frame, download, cache, store for subsequent use, create derivative works from, transfer, or sell any information or Content displayed on or

obtained from the Sites in any manner, without your receipt of the prior express written authorization of Doran Companies.

The information on the Sites, the design and layout of the Sites, including the Content, contain elements protected by trade dress, copyright, or other laws, and may not be copied or imitated in whole or in part, except as specifically stated on the Sites or in these Terms. All Content materials on and underlying the Sites are copyright of Doran Companies or are licensed or otherwise used by us with permission. Except where noted otherwise, all rights to these materials are reserved by Doran Companies or their respective owners. Individuals appearing on the Sites do so with permission; names and photographs of individuals may not be copied, downloaded or otherwise used unless expressly permitted in writing by us.

The Sites and Content may be changed or updated by us from time to time, without notice. Although we cannot monitor the conduct of users of the Sites, it is a violation of these Terms to use the Sites or Content or any information obtained therefrom to harass, abuse, or harm another person, or to contact, advertise to, solicit or sell to any person. Any unauthorized use of the Sites or Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes.

If you believe that your work has been copied in a way that constitutes infringement of your intellectual property rights, please provide us (address below) with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property interest;
- A description of the intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Sites;
- Your address, telephone number, and email address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information is accurate and that you are the intellectual

property owner or authorized to act on the intellectual property owner's behalf.

Doran Companies' agent for notice of claims of intellectual property infringement can be reached as follows by mail or electronic communication:

Doran Companies, LLC  
7803 Glenroy Road, Suite 200  
Attn: General Counsel  
952-288-2064  
[dan.west@dorancompanies.com](mailto:dan.west@dorancompanies.com)

Please note that, due to security concerns, attachments will not be accepted. Any notification of infringement submitted electronically with an attachment will not be opened or processed.

## **5. Provisions Specifically Applicable to Users**

The following provisions are applicable to users that visit the Sites.

You promise that:

(1) You currently reside in the United States, are at least 18 years of age, and you are using the Sites for a legitimate purpose such as to submit a question or comment to us, because you are interested in becoming a resident at a Doran-owned/managed residential property, because you are currently a resident of a Doran-owned/managed residential property;

(2) All information you provide to Doran Companies through the Sites is accurate, and you will promptly update the information to keep it accurate, including but not limited to promptly updating your personal information on the Sites; and

(3) You agree, represent, and warrant that, by using the Sites or submitting any information through the Sites (personal or otherwise), you are in compliance with applicable laws, rules, regulations, and policies. You agree, represent, and warrant that you shall take all responsibility and shall assume sole liability for any violation law, rule, regulation, or policy caused by your use of the Sites, or caused by your submission of any information through the Sites (personal or

otherwise).

We take reasonable steps to protect the privacy of any personal information you may submit through the Sites, as described in our Privacy Notice, available at: <http://dorancompanies.com/Doran-Companies-Privacy-Notice-4-29-19.pdf>

You agree that any breach by you of any of the above promises, agreements, representations, or warranties may cause Doran Companies and others to suffer irreparable loss, damage and harm in an amount not easily ascertained, and you agree that we may seek immediate legal action against you and that you waive any objection to the scope or venue of such action.

We reserve the right to exclude any User from use of the Sites, in our sole discretion. All directions and requirements stated on the Sites shall apply to any action taken, representation proffered, or submission made by you through the Sites.

## **6. Termination**

You may terminate these Terms by destroying all materials obtained from the Sites and stopping all use of the Sites. We may terminate these Terms immediately at will for any reason, in our sole judgment and discretion, without warning or prior notice. Upon termination of these Terms, you must destroy all materials obtained from the Sites and stop all use of the Sites.

To enforce these Terms, or in the event of behavior that we, in our sole discretion, determine to constitute harassment of any person, misconduct, a false or misleading representation, or otherwise rude or inappropriate behavior, we may suspend and/or terminate your access to and use of the Sites with or without notice. You understand and agree that we shall be entitled to receive preliminary injunctive relief against you without the necessity of posting bond, along with all other legal and equitable remedies against you with respect to enforcing these Terms.

## **7. Disclaimer of Warranties**

DORAN COMPANIES MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS

WHATSOEVER WITH RESPECT TO THE SITES. DORAN COMPANIES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SITES AND/ OR ANY SERVICES FURNISHED OR TO BE FURNISHED VIA THE SITES. DORAN COMPANIES DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITES OR THE SERVICES PERFORMED IN ASSOCIATION WITH THE SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE OR ERROR-FREE, OR THAT DEFECTS IN THE SITES OR SERVICES OFFERED IN CONNECTION WITH THE SITES WILL BE CORRECTED. THE SITES AND SERVICES OFFERED IN CONNECTION THEREWITH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**8. Disclaimer and Limitation of Liability**

IN NO EVENT SHALL DORAN COMPANIES, THEIR EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, OR ANY OF THE PRECEDING'S DIRECTORS, OFFICERS, REPRESENTATIVES, SUBCONTRACTORS, ADVISORS AND VOLUNTEERS, OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SITES OR THE SERVICES OFFERED IN CONNECTION WITH THE SITES BE LIABLE FOR ANY LOSS OF PROFITS OR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, DAMAGES OR LOSS OF PRODUCTS, USE OF DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OF ANY OF THE SITES, SERVICES OR ANY LINKED SITE (AS DEFINED BELOW), OR INABILITY TO USE THE SITES, SERVICES OFFERED IN CONNECTION THEREWITH, OR CONTENT.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITES OR THEIR CORRESPONDING SERVICES IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE DORAN COMPANIES, THEIR EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, OR ANY OF THE PRECEDING'S DIRECTORS,

OFFICERS, REPRESENTATIVES, SUBCONTRACTORS, ADVISORS AND VOLUNTEERS, OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SITES OR THE SERVICES OFFERED. IN ADDITION, YOU UNDERSTAND AND AGREE NOT TO PARTICIPATE IN ANY CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM OR RELATED TO YOUR USE OF THE SITES OR SERVICES OFFERED IN CONNECTION WITH THE SITES.

IF YOU ARE DISSATISFIED WITH ANY ASPECT OF THE SITES OR SERVICES OFFERED IN CONNECTION THEREWITH, OR WITH THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITES AND CORRESPONDING SERVICES.

YOU UNDERSTAND AND AGREE THAT DORAN COMPANIES, THEIR EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, OR ANY OF THE PRECEDING'S DIRECTORS, OFFICERS, REPRESENTATIVES, SUBCONTRACTORS, ADVISORS AND VOLUNTEERS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SITES OR THE SERVICES OFFERED IN CONNECTION WITH THE SITES WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OF TRANSMISSION, COMPUTER VIRUS, OR EQUIPMENT OR NETWORK FAILURE WHATSOEVER, AND THAT THEY WILL NOT BE LIABLE WHATSOEVER FOR ANY DAMAGES OR INJURY THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS IN THE SITES OR ASSOCIATED SERVICES, EVEN IF THERE IS NEGLIGENCE BY THEM.

#### **9. Third Party Websites.**

The Sites may provide links to other non-Doran affiliated websites ("**Linked Sites**") as a convenience to you or to provide you with products or services (e.g., sites owned and managed by Yardi/RENTCafé or Rental History Reports).

Such Linked Sites are not maintained by Doran Companies, and we are not responsible for the content, products, services, policies, or activities

of those Linked Sites. The inclusion of any link on the Sites to such Linked Sites does not imply our endorsement of the Linked Sites.

**10. Third-Party Websites Seeking to Hyperlink to the Sites.**

We welcome appropriate hyperlinks to our Sites. By publishing a hyperlink to our Sites on your website, you warrant that the content of your website is appropriate and consistent with the stated purposes of the Sites and Doran Companies. If this is not the case, please do not link to the Sites. We reserve the right to rescind the right to link to our Sites at our sole discretion.

**11. Indemnification**

You agree to indemnify and hold Doran Companies, their employees, agents, affiliates, parents, subsidiaries, or any of the preceding's directors, officers, representatives, subcontractors, advisors and volunteers, or anyone else who has been involved in the creation, production, or delivery of the Sites or the services offered in connection with the Sites harmless from and against any and all loss, liability, claims, causes, actions, damages or penalties, including reasonable attorneys' fees, made by any third party due to or arising out of: (1) your use of any Sites in violation of any provision of these Terms; (2) your violation of any law or regulation; (3) breach of your representations and warranties as set forth herein; or (4) any Content or other materials you provide to Doran Companies.

**12. Geographic Restrictions**

We are based in the State of Minnesota in the United States. The Sites are directed at persons located in the United States, and we provide the Sites and services associated with the Sites for use only by persons residing in the United States. We make no claims that the Sites or any Content is accessible or appropriate outside of the United States. Access to the Sites is not intended for use by persons located outside of the United States. By using the Sites, you affirm that you reside in the United States, and you consent to the collection, storage, processing, and transfer of your information in and to the United States, pursuant to the laws of the United States, and the State of Minnesota. We do not knowingly collect, use, or disclose information of European Union residents.

**13. Governing Law**



These Terms are governed by the laws of the State of Minnesota, USA and controlling United States federal law without regard to its choice of law or conflicts of law provisions. If any provision of these Terms is deemed to be unlawful or unenforceable by an arbitrator, it will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.

#### **14. Resolution of Disputes**

THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Any controversy or claim arising out of or relating to use of the Sites shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association to be heard and adjudicated by one arbitrator to be mutually chosen by you and Doran Companies. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

The arbitration shall be conducted in Minneapolis, Minnesota, and claims regarding the judgment of the arbitrator (including entry of judgment on the arbitration award) may be brought and shall be subject to the exclusive jurisdiction of the State and federal courts located in Minneapolis, Minnesota. You submit to the exclusive jurisdiction of the state and federal courts presiding in Minneapolis, Minnesota, over any such claims regarding the arbitrator's decision, and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

If we take any legal action against you to enforce these Terms, you will promptly reimburse our reasonable attorneys' fees and any and all costs incurred.

#### **15. Availability of Sites/Services**

Our objective is to make the Sites and corresponding services available 24 hours a day / 7 days a week. We may, however, interrupt, limit, or suspend the Sites' operations at any time for any purpose, including but not limited to maintenance, addressing technical issues, conducting

audits, and complying with applicable laws or regulatory bodies. We will make reasonable efforts to post notices on the Sites in advance of material changes to the Sites.

**16. Contact Doran Companies**

If you have any questions about the Sites/Services or these Terms, you may contact us via e-mail at [privacy@dorancompanies.com](mailto:privacy@dorancompanies.com) or via regular mail at:

Doran Companies  
7803 Glenroy Road, Suite 200  
Bloomington, MN 55439  
Attn: Legal Department  
Tel: 952-288-2000

We are always glad to hear your questions and comments.

**17. Entire Agreement**

These Terms and other policies and notices we may post on the Sites constitute the entire agreement between Doran Companies and you in connection with your use of the Sites, associated services, hyperlinks to the Sites, and the Content displayed on the Sites, and supersedes any prior agreements between us and you regarding such matters, including prior versions of these Terms.

We may update these Terms from time to time by posting revised versions of these Terms on the Sites, without notice to you except that the effective date at the top of these Terms will change and your subsequent use of the Site is governed by those new Terms. These Terms are effective until terminated by Doran Companies, at any time without notice. In the event of termination, the disclaimers, limitations of liabilities and indemnities set forth in these Terms will survive.