

National SportsMall Realty — Terms of Use

Last Updated: January 2025

Welcome to **nationalsportsmallrealty.com** (the “Website”), operated by National SportsMall Realty (“NSMR,” “we,” “our,” or “us”). These Terms of Use (“Terms”) govern your access to and use of the Website. By accessing or using the Website, you agree to these Terms. If you do not agree, you must stop using the Website.

1. Acceptance of Terms

By using the Website, you confirm that you:

- Are at least 18 years old (or the legal age of majority in your jurisdiction)
- Have read, understand, and agree to these Terms
- Are authorized to act on behalf of a business or organization (if applicable)

If you do not accept these Terms, you may not use the Website.

2. Website Content & Intellectual Property

All content on the Website—including text, images, graphics, renderings, architectural materials, project descriptions, videos, presentations, branding, documents, layout design, and all other materials—is owned by NSMR or its licensors and is protected by intellectual property laws.

You may not:

- Copy, reproduce, distribute, or modify any Website content
- Use Website content for commercial or investment solicitation without written permission
- Scrape, harvest, or extract Website content using bots or automated tools
- Reverse engineer or attempt to access restricted portions of the Website
- Remove or modify copyright, trademark, or proprietary notices
- Create derivative works from Website materials
- Misrepresent Website content as your own

You are granted a limited, non-exclusive, revocable license to access and use the Website for personal and informational purposes only.

3. Acceptable Use Policy

You agree not to:

- Use the Website for unlawful, fraudulent, or harmful activities
- Attempt to bypass security measures or access restricted systems
- Upload or transmit malware, harmful code, or automated scraping tools
- Interfere with Website availability, performance, or security
- Misrepresent your identity or impersonate any person or entity
- Submit inaccurate, false, or misleading information
- Engage in data mining, data extraction, or systematic data retrieval

Any violation may result in restricted access or legal action.

4. Information You Submit

When submitting inquiries, investment questions, leasing interest, partnership requests, or general messages through the Website, you agree that:

- Your information will be accurate and lawful
- NSMR may use your information solely to respond to your request and communicate with you
- You will not submit confidential, proprietary, or sensitive information unless specifically requested through secure channels
- You bear responsibility for the accuracy and legality of the information you provide

All submitted information is governed by the Website's **Privacy Policy**.

5. Investment & Development Information Disclaimer

The Website may include information regarding:

- Real estate developments
- Project concepts, renderings, timelines, or plans
- Investment opportunities or summaries
- Market positioning or project insights
- Tenant or partner information

This information is for **general informational purposes only** and is not:

- Financial advice
- Legal advice
- Investment solicitation
- An offer to sell securities
- A guarantee of performance, returns, or outcomes

Users should not rely solely on Website content for business, investment, or financial decision-making.

For official offerings or investment documents, contact NSMR directly.

6. Third-Party Links & External Websites

The Website may link to third-party websites, partners, industry resources, investment portals, or affiliated entities.

NSMR is not responsible for:

- Third-party content
- External accuracy or completeness
- Privacy practices or security on external sites
- Products, services, or representations made by third parties

Accessing third-party links is at your own risk.

7. Disclaimer of Warranties

To the fullest extent permitted by law, the Website is provided “as is” and “as available.”

NSMR does not warrant that:

- The Website will function without interruption or error
- Defects will be corrected

- The Website or server will be free of viruses or harmful elements
- Content is accurate, complete, or up-to-date
- The Website will meet your expectations

Your use of the Website is at your own risk.

8. Limitation of Liability

To the maximum extent allowed under U.S. and state law:

NSMR and its affiliates, officers, employees, and representatives are not liable for any damages arising from:

- Use or inability to use the Website
- Website errors, outages, or interruptions
- Decisions made based on Website content
- Unauthorized access or data breaches
- Malware, viruses, or harmful code
- Third-party websites or links
- Loss of data, profits, business, or investment opportunities

This includes direct, indirect, incidental, consequential, punitive, or special damages.

Your sole remedy is to discontinue use of the Website.

9. Indemnification

You agree to indemnify, defend, and hold harmless NSMR from any claims, damages, losses, liabilities, or expenses resulting from:

- Your violation of these Terms
 - Your misuse of the Website
 - Your violation of applicable laws
 - Information or content you submit
-

10. Privacy & Data Protection

Your use of the Website is subject to our **Privacy Policy**, which describes:

- What information we collect
- How that information is used
- How data is protected
- Your privacy rights

By using the Website, you consent to our data practices.

11. Copyright & DMCA Compliance

If you believe your copyrighted material appears on the Website without authorization, you may submit a Digital Millennium Copyright Act (DMCA) notice to:

National SportsMall Realty

Address: 150 North Wiget Lane, Suite 250, Walnut Creek, CA 94598

Phone: 925-933-4000

Email: info@hallequitiesgroup.com

We will respond to valid requests promptly.

12. Modifications to Terms

NSMR may update or modify these Terms at any time.

Changes will be reflected by the “Last Updated” date at the top of this page.

Continued use of the Website after any changes means you accept the updated Terms.

13. Governing Law & Jurisdiction

These Terms are governed by the laws of the **State of California** and applicable U.S. federal laws.

Any disputes arising from your use of the Website will be resolved exclusively in state or federal courts located in California.

14. Contact Information

For questions or concerns regarding these Terms, you may contact:

National SportsMall Realty

Address: 150 North Wiget Lane, Suite 250, Walnut Creek, CA 94598

Phone: 925-933-4000

Email: info@hallequitiesgroup.com