

TERMS OF USE

Welcome to The John Gorrie, a condominium website (this "**Web Site**"). John Gorrie Investment Group, LLC, provides and makes available this Web Site subject to these Web Site Terms of Use (these "**Terms**"). These Terms explain a contractual agreement between you ("**user**," "**you**" and "**your**") and John Gorrie Investment Group, LLC, regarding your use of this Web Site. John Gorrie Investment Group, LLC, and any and all entities that control, are affiliated or under common control with John Gorrie Investment Group, LLC, are collectively referred to hereunder as "we," "us" and "our." You should print a copy of these Terms for your records. Please note, however, that we may update and amend these Terms from time to time as we deem necessary in our sole discretion. Moreover, if any provision of the Terms is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be struck and the remaining provisions enforced. Headings are for reference purposes only. The provisions and conditions of each of these Terms, and each obligation referenced herein, represent the entire Agreement between our affiliated or related entities, you, and us and supersede any prior agreements or understandings not incorporated herein. In the event that any inconsistencies exist between the Terms and any future published terms of use or understanding, the last published Terms shall prevail.

1. WHAT YOU SHOULD KNOW & HOW CHANGES CAN BE MADE. The primary goal of this Web Site is to provide you with access to information about our businesses, facilities, services, products, and related links to meet your needs with respect to these businesses, facilities, services and products (the "**Content**"). These Terms are meant to protect all of the visitors to and users of this Web Site, and your access to and use of this Web Site signifies your agreement with these Terms. **DO NOT USE THIS WEB SITE IF YOU DO NOT AGREE WITH THESE TERMS.** We reserve the right, in our sole discretion, to modify, alter or otherwise update these Terms, or to change or delete any features of this Web Site, at any time. Such modifications, alterations, and updates to the Terms shall be effective immediately upon posting. You agree to be bound by such modified, altered and updated Terms if you access or use this Web Site after we have posted notice of such modifications, alterations or updates. **IF YOU DO NOT AGREE WITH ANY OF THE MODIFIED, ALTERED OR UPDATED TERMS, THEN YOU SHOULD NOT USE THIS WEB SITE AFTER SUCH MODIFICATIONS, ALTERATIONS OR UPDATES HAVE BEEN POSTED.** You should note that these Terms contain additional disclaimers and limitations on our liability, which can be found in Sections 9 and 10 below. Please read these carefully and make sure that you understand them before continuing with your use of this Web Site.

2. PRIVACY. Registration data and certain other information about you that you may submit or provide to us through this Web Site is subject to our Privacy Policy. For more information about our use and protection of your information, please review our Privacy Policy at www.TheJohnGorrie.com.

3. USE OF THIS WEB SITE & INTELLECTUAL PROPERTY RIGHTS. We control and (either we or through our third party hosts) operate this Web Site. All Content on this Web Site, including, but not limited to, text, images, illustrations, graphics, logos, digital downloads, data, software, headers, icons, scripts, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by and subject to United States and international copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes). The Content is owned and controlled by John Gorrie Investment Group, LLC, our affiliated or related entities, or parties that have contracted with John Gorrie Investment Group, LLC. You agree to abide by all additional copyright notices, information, or restrictions contained in or with any Content. You may download or make copies of Content contained on this Web Site solely for uses in accordance with the Agreement, provided that you maintain all copyright and other notices contained in or with such Content. Except as otherwise specified above, you may not copy, reproduce, duplicate, republish, upload, post, transmit, distribute, sell and/or exploit the Content in any way (including by e-mail or other electronic means) for commercial use without the prior written consent of John Gorrie Investment Group, LLC. You may request consent by sending a written request to John Gorrie Investment Group, LLC, 2525 College Street, Jacksonville, FL 32204. Your modification of the Content, use of the Content on any other linked Web site or networked computer environment, or use of the Content for any purpose other than personal, non-commercial use, without the prior written consent of John Gorrie Investment Group, LLC, violates intellectual property rights and proprietary rights and is strictly prohibited. You may not use any registered or unregistered trademarks, service marks, copyrighted materials or other proprietary information or intellectual property appearing on this Web Site, including, but not limited to, any logos, images or characters, and also including any meta tags or similar code or hidden text or elements containing such

information or property, without the express written consent of the owner of the mark or copyright. You may not frame any trademarks, service marks, copyrights, logos, images, text, or other proprietary information or intellectual property of John Gorrie Investment Group, LLC, or otherwise incorporate into another Web site any of the Content or other materials on this Web Site, without our express prior written consent. You may not deep link to any page of portions of this Web Site without our prior written consent. You may, however, create or provide a hypertext link or hyperlink to the home page of this Web Site provided that you do not make or attribute to us, our affiliated or related entities any false, misleading, defamatory, libelous, derogatory, or offensive statements. Any such link cannot include any logos, graphics or trademarks of John Gorrie Investment Group, LLC, or our affiliated or related entities without our express prior written consent. Violation of trademark and copyright laws ("**Infringement**") may result in significant civil liability or criminal penalties under United States and/or international copyright and trademark laws. You recognize that any reproduction or use of Content, copyrights, trademarks, service marks, or other intellectual property on this Web Site, except as authorized by these Terms, is considered intentional Infringement.

4. USER'S RESPONSIBILITIES. You warrant and represent to us that you will not use this Web Site for any purpose that is unlawful, illegal or prohibited by these Terms, including, without limitation, the sending, posting, transmitting, displaying, distributing, or knowingly receiving of or searching for any threatening, harassing, libelous, defamatory, obscene, scandalous, inflammatory, sexually oriented, pornographic, or profane material, content or images, or other images, content or messages that might be considered lewd, lascivious, excessively violent or otherwise offensive. If you violate any of these Terms, your permission to use this Web Site immediately terminates without the necessity of any notice. We, at our sole discretion, retain the right to deny access to this Web Site to anyone for any reason, including for violation of these Terms. Some of these types of violations are more fully described below in Section 5. You are solely responsible for the content, accuracy and your use of your Information. As used in these Terms, "Information" means any information or data that you submit to or through this Web Site and any information or data that is generated by this Web Site as a result of your use of or access to this Web Site. Certain special rules and restrictions may apply to your personally identifiable Information. For more information regarding these special rules and restrictions please review our Privacy Policy at www.TheJohnGorrie.com. In the event that you are provided with user identification numbers or codes (collectively, "**IDs**") and/or passwords (as applicable) in the use of this Web Site, you shall maintain such user IDs and/or passwords in confidence, and you agree not to distribute or disclose the same to third parties. It is your responsibility to notify us if we need to change or discontinue any of your IDs or passwords. It is also your responsibility to immediately request discontinuation of an ID or password upon your knowledge or belief that such ID and/or password is or may be subject to theft, unauthorized use or access, or a breach of confidentiality. We may suspend or terminate your service or access to this Web Site if we believe that such theft, use, access or breach, or any other breach of these Terms, has occurred. You agree that any Information that you provide will be true, accurate, current and complete. If you provide any Information that is untrue, inaccurate, not current or incomplete (or we have reasonable grounds to suspect that such Information is untrue, inaccurate, not current or incomplete), we have the right to suspend or terminate your access and activity relating to, and to refuse any and all current or future use of, this Web Site.

5. PROHIBITED ACTIVITIES. You are specifically prohibited from any use of this Web Site, and you agree not to use or permit others to use this Web Site, for any of the following: (a) disclose to, or share with, any unauthorized third parties the IDs, and/or passwords, or use the IDs and/or passwords for any unauthorized purpose, or otherwise allow or facilitate others to gain access to our information technology systems, environments, networks, files, data or accounts through the use of the IDs and/or passwords; (b) access or attempt to access our information technology systems, environments, networks, files, data or accounts to which express authorization has not been obtained (including access to data not intended for you), or log into a server or account that you are not authorized to access; (c) attempt to decipher, decompile, disassemble, modify, remove or reverse engineer any of the software or HTML code comprising or in any way making up a part of this Web Site; (d) interfere with, disrupt, disable or damage (or attempt to interfere with, disrupt, disable or damage), in an unauthorized manner, the use or operation

of this Web Site or our, our affiliated or related entities', equipment or applications, or service to any user, host, or network, including by use of any programs, scripts, commands, viruses, worms, web bugs, harmful code, Trojan horses, other contaminants, or otherwise. This includes "denial of service" attacks, "flooding" of networks, deliberate attempts to overload a service or to burden excessively a service's resources, attempts to "crash" a host, and modifying or rerouting any Content or services provided at this Web Site; (e) attempt to circumvent or subvert system or network security (i.e., authentication) mechanisms, or probe the security of any system, network, or account, associated or used in conjunction with this Web Site; (f) upload, post, email or otherwise transmit any Information, Content, or proprietary rights that you do not have a right to transmit under the Terms, or under any law or other contractual or fiduciary relationship; and (g) use any robot, spider, intelligent agent, meta-searching, other automatic device, or manual process to search, monitor or copy our Web Site pages or the Content in violation of these Terms or without our prior written permission, provided that generally available third party Web browsers such as Netscape Navigator® and Microsoft Internet Explorer® may be used without such permission.

6. DISCLOSURE OF INFORMATION. You acknowledge and agree that we may preserve Information, and may also disclose Information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Information violates the rights of third-parties; or (d) protect the rights, property, or personal safety of our business, employees, affiliated or related entities, users, and the public.

7. NO WARRANTIES. ALL CONTENT, PRODUCTS AND SERVICES ON THIS WEB SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. OTHER THAN THOSE WARRANTIES WHICH, UNDER THE U.S. LAWS APPLICABLE TO THESE TERMS, ARE IMPLIED BY LAW AND ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NONE OF JOHN GORRIE INVESTMENT GROUP, LLC, NOR OUR AFFILIATED OR RELATED ENTITIES, NOR ANY PERSON INVOLVED IN THE CREATION, PRODUCTION, HOSTING OR DISTRIBUTION OF THIS WEB SITE, WARRANT THAT THE FUNCTIONS, FEATURES OR SERVICES CONTAINED IN THIS WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE CONTENT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT THAT YOU ACCESS ON THIS WEB SITE IS PROVIDED SOLELY FOR YOUR CONVENIENCE AND INFORMATION ONLY. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEB SITE, OR AS TO THE RELIABILITY, ACCURACY OR CURRENCY OF ANY CONTENT, SERVICE, AND MERCHANDISE PROVIDED OR ACQUIRED PURSUANT TO YOUR USE OF THIS WEB SITE. ANY OPINIONS, ADVICE, STATEMENTS, SERVICES, OFFERS, OR OTHER INFORMATION EXPRESSED OR MADE AVAILABLE BY THIRD PARTIES ARE THOSE OF THE RESPECTIVE AUTHORS OR DISTRIBUTORS OF SUCH INFORMATION AND CONTENT. YOUR USE OF THIS WEB SITE IS AT YOUR OWN RISK. YOU (AND NOT WE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING (INCLUDING, WITHOUT LIMITATION, YOUR INTERNET CONNECTION) AND REPAIR OR CORRECTION OF YOUR COMPUTER, NETWORK AND SYSTEM.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL WE, OUR AFFILIATED OR RELATED ENTITIES, OR ANY OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, OR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION, DISTRIBUTION OR HOSTING OF THIS WEB SITE, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER WE (OR OUR AFFILIATED OR RELATED ENTITIES) KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM THE USE OR ATTEMPTED USE OF THIS WEB SITE. BY WAY OF EXAMPLE ONLY, WE AND

OUR RELATED PERSONS AND ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DAMAGE ARISING FROM FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, OR THE RELIANCE UPON OR USE OF CONTENT, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON THIS WEB SITE. MOREOVER, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION 8 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS INURE TO OUR BENEFIT AND TO THE BENEFIT OF ALL OUR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AND AGENTS.

9. GOVERNING LAW AND JURISDICTION. The Web Site can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of your location, by accessing this Web Site, you agree that these Terms and your use of the Web Site shall be governed in all respect by the internal substantive laws of the State of Florida, without regard to any conflict of laws provisions, and shall not be governed by the United Nations Convention on the International Sale of Goods. You further agree to submit to the exclusive jurisdiction and venue in the state and federal courts located in Duval County, in the State of Florida, for all disputes, cases and controversies regarding this Web Site and your use of this Web Site. We make no representation that materials on this Web Site are appropriate or available for use in other locations, and accessing them from territories where the Content is illegal is prohibited. Those who choose to access this Web Site from other locations do so at their own risk and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the United States or the country in which they reside.

10. INDEMNIFICATION. We reserve the right to report any wrongdoing, if and when we become aware of it, to any applicable government or law enforcement agencies. You agree to indemnify, defend and hold us, our officers, directors, employees, affiliated and related entities, agents, licensors, and suppliers, harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees) resulting from your use of this Web Site, your breach of any provision of these Terms and any negligent acts, omissions or intentional wrongdoing by You. Any such indemnification shall be conditioned on us: (a) notifying you in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof; (b) cooperating with you in the defense or settlement thereof; and (c) allowing you to control such defense or settlement. We shall be entitled to participate in such defense at our own cost and expense.

11. OTHER GENERAL PROVISIONS. These Terms are for the benefit of us and our officers, directors, employees, affiliated and related entities, agents, licensors, and suppliers. Each of these individuals and entities shall have the right to assert and enforce these Terms directly against you on its (or their own) behalf. Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to subsequent or similar breaches. You and we are dealing at arms' length and creating a commercial relationship. We are not your Agent or your fiduciary. Many of our businesses and facilities may be independently owned and operated by independent franchisees and licensees. In such cases, these franchisees and licensees manage and operate the facilities, and they are the employers of all employees and contractors who work at the facilities. These franchisees are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser franchisee relationship is intended or created by these Terms.

ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY

JOHN GORRIE INVESTMENT GROUP, LLC,

