

SMS MESSAGING TERMS AND CONDITIONS

(Updated: 05/12/2026)

Welcome to the SMS and text messaging marketing program (“Messaging Service”) offered by Mid-America Real Estate Group and its affiliates, including but not limited to Mid-America Real Estate Corporation and Mid-America Asset Management, Inc. (collectively, “Mid-America”). Mid-America’s SMS Terms of Use and SMS Privacy Policy are incorporated herein by reference. These terms apply to any and all text messages related to the Messaging Services.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. By using the Messaging Service, you signify your agreement to these Terms and Conditions, and you represent and warrant that you have the legal right and ability to enter into such an agreement. If you do not agree to these terms of use, please do not use the Messaging Service.

We reserve the right, at our discretion, to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes. Your continued use of these Messaging Service following the posting of changes to these terms will mean you accept those changes.

OWNERSHIP AND RESTRICTIONS ON USE OF MATERIALS

Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, video clips, and written and other materials contained in any text message associated with the Messaging Service (collectively, the “Contents”), are protected by copyrights, trademarks, trade dress, and/or other intellectual property owned, licensed, or controlled by Mid-America or third-parties in which Mid-America has permission to use.

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TEXT MESSAGING CONTENTS

Information made available through the Messaging Service is provided with the understanding that Mid-America is not rendering professional advice or recommendations. You should not rely on any information on these pages to replace consultations with qualified professionals to meet your individual needs. Mid-America also reserves the right to do any of the following, at any time, without notice: (1) modify, suspend, or terminate operation of or access to the Messaging Service, for any

reason; (2) modify or change the Messaging Service; and (3) interrupt the operation of the Messaging Service as necessary to perform routine or non-routine maintenance, error correction, or other changes.

INACCURACY DISCLAIMER

The material and information provided through the Messaging Service could include technical inaccuracies, typographical errors, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice.

LIMITATION OF LIABILITY

Under no circumstances, including but not limited to negligence, shall we be liable for any direct, indirect, incidental, punitive, special, or consequential damages that result from the use of or the inability to use the Messaging Service, even if we have been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall our total liability to you for all damages, losses, and causes of action (whether in contract, tort [including but not limited to negligence], or otherwise) exceed the amount paid by you, if any, for utilizing the Messaging Service.

INDEMNIFICATION

You agree to defend, indemnify, and hold Mid-America and our affiliates, subsidiaries, joint ventures, and third-party service providers, and our respective employees, contractors, agents, officers, and directors, harmless from all liabilities, claims, and expenses (including reasonable attorney fees) that arise out of or are related to any user-provided content you submit, post, transmit, or make available through the Messaging Service; your violation of these Terms and Conditions; your misuse of the Messaging Service that link to these terms; or your violation of any third-party rights.

JURISDICTIONAL ISSUES

Unless otherwise specified, the contents set forth in the text messages related to the Messaging Service are presented solely for these purposes of promoting programs, products, services, and other content available in the United States and its territories, possessions, and protectorates. Those who choose to access the Messaging Service do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

GENERAL PROVISIONS

These Terms and Conditions will be governed and interpreted pursuant to the laws of the State of Illinois, United States of America, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms and Conditions or your use of the Messaging Service shall be filed only in the federal courts located in Cook County, Illinois. You agree to the personal jurisdiction by and venue in the state and federal courts in Illinois and waive any objection to such jurisdiction or venue.

Any waiver by Mid-America of a breach of any provision of these Terms and Conditions shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any

other provision of these Terms and Conditions. Any waiver must be in writing. Failure by us to insist upon strict adherence to any term of these Terms and Conditions on one or more occasions shall not be considered a waiver or deprive us of the right to insist upon strict adherence to that term or any other term of these Terms and Conditions.

If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions and such severable part shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

HOW TO CONTACT US

If you have any comments or questions regarding our Terms and Conditions generally, you can contact us any time by emailing us at MAGRP@midamericagrp.com or by replying HELP to a text message.