

TERMS AND CONDITIONS, TERMS OF USE, AND PRIVACY POLICY

Part I: Terms and Conditions of Service

Effective Date: [05/12/2026]

Last Updated: [05/12/2026]

1. Preamble, Structure, and Notice

This Terms and Conditions of Service (this "Agreement") governs the legal relationship between each user of the website, including but not limited to a client or prospective client seeking real estate services ("you" or "your"), and the Alliance Members (defined below).

The Alliance Members have entered into a strategic alliance (the "Strategic Alliance" or "Alliance") to coordinate marketing, share leads, and cooperate across jurisdictions, including Illinois, Michigan, Minnesota, Wisconsin, and other states.

Multi-Document Structure. This Agreement:

- Establishes terms and conditions applies to all uses of the website (<https://midamericagrp.com/>) and any services, content, or tools provided therein.
- Is supplemented by:
 - One or more Engagement Letters describing specific services, fees, and commercial terms.
 - One or more Services Agreements (*e.g.*, property management agreements, listing agreements, or leasing agency agreements).
 - One or more state-specific addenda and disclosures (*e.g.*, Illinois, Michigan, Minnesota, Wisconsin, or other state addenda).
 - Website Terms of Use and the Privacy Policy in Parts II and III of this document.

Hierarchy of Documents. In case of conflict:

- Non-waivable provisions of Applicable Law and mandatory state-specific addenda control.
- Any Services Agreement that expressly addresses the subject matter at issue controls that subject matter.
- The applicable Engagement Letter controls commercial terms specific to that engagement.
- This Terms and Conditions of Service controls for all remaining general terms and conditions.
- Website Terms of Use and the Privacy Policy in Parts II and III of this document

2. Definitions and Interpretation

For purposes of this Agreement:

"Alliance" or "Strategic Alliance" means the non-exclusive, non-binding coordinated business arrangement among independent real estate services companies that have agreed to cooperate in providing real estate services, including coordinated marketing, lead sharing, and cross-jurisdictional service delivery. The Alliance has no separate legal personality and is not a partnership, joint venture, association, limited liability company, corporation, or other legal entity.

"Alliance Member" means any independent real estate services company that participates in the Strategic Alliance from time to time. Alliance Members include, without limitation:

- Mid-America Real Estate Group, LLC, an Illinois limited liability company, whose principal office is located at One Parkview Plaza, Oakbrook Terrace, Illinois 60181. Mid-America Real Estate Group, LLC does not perform any real estate services.
- Mid-America Asset Management, Inc., an Illinois corporation, whose principal office is located at One Parkview Plaza, Oakbrook Terrace, Illinois 60181, licensed as a real estate firm in Illinois.
- Mid-America Real Estate Corporation, an Illinois corporation, whose principal office is located at 410 North Michigan Avenue, Suite 1100, Chicago, Illinois 60611, licensed as a real estate firm in Illinois.
- Mid-America Real Estate-Michigan, a Michigan corporation, whose principal office is located at 38500 Woodward Avenue, Suite 100, Bloomfield Hills, Michigan 48304, licensed as a real estate firm in Michigan.
- Mid-America Real Estate-Minnesota, a Minnesota limited liability company, whose principal office is located at 5353 Wayzata Boulevard, Suite 650, Minneapolis, Minnesota 55416, licensed as a real estate firm in Minnesota.
- Mid-America Real Estate-Wisconsin, a Wisconsin limited liability company, whose principal office is located at 600 N. Plankinton Avenue, Suite 301, Milwaukee, Wisconsin 53203, licensed as a real estate firm in Wisconsin.
- Any additional independently organized real estate services companies listed from time to time in an applicable Engagement Letter or Services Agreement as potential cooperating entities.

"Applicable Law" means all federal, state, county, and municipal laws, ordinances, statutes, regulations, rules, codes, licenses, permits, judgments, orders, decrees, and administrative rules applicable to the jurisdiction(s) in which Services are performed, including without limitation:

- Real estate licensing and brokerage laws.

- Agency and fiduciary relationship laws.
- Fair housing, civil rights, and anti-discrimination laws.
- Landlord-tenant and property management laws.
- Privacy, data protection, consumer protection, and data breach notification laws.
- Federal Fair Credit Reporting Act and similar laws governing background and credit checks, where applicable.
- All applicable administrative regulations, rulings, and authoritative interpretations.

"Confidential Information" means all non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement or the Services, whether in oral, written, electronic, visual, or other form, including but not limited to proprietary and confidential business information, trade secrets, strategies, financial information, client lists, tenant lists, rent rolls, leases, market analyses, reports, operating procedures, methodologies, software, data, and technical information. "Confidential Information" does not include information that:

- Is or becomes publicly available.
- Is rightfully received by the receiving party from a third party without confidentiality restrictions.
- Is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.
- Was already lawfully known to the receiving party prior to disclosure, as demonstrated by contemporaneous written records.

"Company" collectively means the Alliance Members.

"Cooperating Member" means any Alliance Member (other than the Primary Service Provider for a given engagement) that the Primary Service Provider engages as an independent contractor to assist in delivering some or all of the Services to Client. For clarity:

- Each Cooperating Member is and shall remain an independent contractor of the Primary Service Provider.
- Cooperating Members have no authority to bind you or the Primary Service Provider except as expressly authorized in writing by the Primary Service Provider.
- Unless you and a Cooperating Member execute a separate written agreement directly with one another, you have no direct contractual rights against any Cooperating Member, and any remedies relating to Services provided by Cooperating Members must be pursued solely against the Primary Service Provider, subject to this Agreement.

"Engagement Letter" means the written proposal, term sheet, letter agreement, or other written instrument (including any schedules, exhibits, amendments, or addenda) by which the Primary Service Provider proposes to provide Services to you.

"Intellectual Property" means all patents, copyrights, trademarks, service marks, trade names, domain names, trade dress, trade secrets, software, applications, databases, compilations, documentation, marketing materials, designs, processes, methods, know-how, inventions, and all other intellectual property and proprietary rights, whether registered or unregistered, and all applications, renewals, extensions, and restorations thereof.

"Legal Requirements" means all Applicable Law and all professional standards, ethical rules, codes of conduct, administrative guidelines, and binding directives imposed by any real estate licensing board, regulatory authority, or disciplinary body with jurisdiction over the Primary Service Provider, any Cooperating Member, or you with respect to the Services or the Properties involved.

"Licensed Services" means any Services that require a real estate broker license, salesperson license, property manager license, or other professional license issued by a state real estate regulatory authority in the jurisdiction in which such Services are performed, including without limitation brokerage, property management, leasing, tenant placement, and sales services.

"Personal Information" means any information relating to an identified or identifiable natural person, including but not limited to names, addresses, email addresses, telephone numbers, Social Security numbers, driver's license or other government identification numbers, financial information, credit information, employment history, tenancy history, and any other personal, professional, or business information about you and your principals, employees, agents, representatives, tenants, prospective tenants, buyers, prospective buyers, or other individuals, that is provided to or collected by an Alliance Member.

"Primary Service Provider" means the specific, independently organized Alliance Member identified in the applicable Engagement Letter as the contracting party primarily responsible for coordinating and delivering the Services to you under that engagement. For each engagement:

- The Primary Service Provider is the sole entity with which you have contracted under an applicable Engagement Letter or Services Agreement.
- The Primary Service Provider is the only Alliance Member against whom Client may assert contractual claims relating to the Services under this Agreement, except where Client has separately executed a direct written agreement with another Alliance Member.

"Property" or "Properties" means the real property, real estate, commercial property, retail property, mixed-use property, multifamily property, office property, or other real estate with respect to which the Primary Service Provider (and where applicable, Cooperating Members assisting therewith) are providing management, leasing, brokerage, sales, advisory, or related Services under an Engagement Letter.

"Real Estate Professional" means any individual who holds, or is required by Applicable Law to hold, a real estate license (including broker license or salesperson license) issued by the appropriate regulatory authority in the jurisdiction in which Services are performed, and who performs Licensed Services on behalf of the Primary Service Provider or a Cooperating Member.

"Services" means the real estate services to be provided by the Primary Service Provider (and, where applicable, by Cooperating Members engaged by the Primary Service Provider) under an Engagement Letter and any Services Agreement, including property management, leasing, brokerage, sales, advisory, and ancillary services.

"Services Agreement" means any specialized service agreement, property management agreement, listing or brokerage agreement, leasing agreement, tenant representation agreement, buyer representation agreement, or other written instrument specific to a particular Property, service category, jurisdiction, or transaction that supplements this Agreement and the applicable Engagement Letter.

"Site" or "Website" means any website, web portal, online platform, mobile application, or other online interface operated or hosted by or on behalf of the Primary Service Provider or the Strategic Alliance in connection with the Services or the business of providing real estate services.

3. Strategic Alliance Structure

3.1 Nature of the Strategic Alliance; Independence of Member Companies

The Strategic Alliance:

- Exists solely as a coordinated business arrangement facilitating multi-jurisdictional service delivery, coordinated marketing, lead sharing, and cross-referrals among independently organized companies.
- Does not create fiduciary duties, partnership status, or joint and several liability among its Alliance Members.

Independence of Alliance Members. Each Alliance Member:

- Is a separate and distinct legal entity with its own corporate or organizational structure.
- Is independently owned and managed by its own shareholders, members, or principals.
- Is independently regulated by real estate licensing and other regulatory authorities in each state in which it holds licenses.
- Is solely responsible for its own financial management, accounting, tax obligations, and regulatory compliance.
- Maintains its own insurance policies and coverage unless expressly stated otherwise.

- Exercises independent business judgment regarding its operations and participation in any particular engagement.

The use of shared branding elements, co-marketing materials, cross-promotion, coordinated advertising, or unified website presentations:

- Is for convenience and marketing purposes only.
- Does not alter the independent legal status of each Alliance Member.

3.2 Primary Service Provider Relationship

Exclusive Contracting Party. For each engagement:

- A client contracts solely and exclusively with the Alliance Member identified as the Primary Service Provider in the applicable Engagement Letter or Services Agreement.
- The Strategic Alliance as a collective arrangement is not a party to any Engagement Letter or Services Agreement.

Primary Service Provider Responsibilities. The Primary Service Provider shall:

- Coordinate and deliver the Services described in the applicable Engagement Letter and any Services Agreement.
- Serve as Client's principal point of contact for the engagement
- Maintain records reasonably necessary to perform the Services, support invoicing, and demonstrate compliance with Applicable Law.

No Joint and Several Liability Among Alliance Members. Except as expressly required by non-waivable Applicable Law:

- Each Alliance Member is a separate legal person.
- No Alliance Member is jointly and severally liable for the acts or omissions of any other Alliance Member solely by virtue of participation in the Alliance.

4. Modifications to the Site and Terms and Conditions of Service

The Company may modify, suspend, or discontinue any aspect of the Site at any time without liability, subject to continued performance of its obligations under active engagements.

The Company may revise these Terms and Conditions of Service from time to time. Material changes will be communicated through the Site or other reasonable means. Continued use of the Site after changes become effective constitutes acceptance of the revised Terms of Use.

Part II: Website and Platform Terms of Use

Effective Date: [05/12/2026]

Last Updated: [05/12/2026]

1. Acceptance of Terms

By accessing or using any Site operated by or on behalf of the Company, you:

- Agree to be bound by these Terms of Use.
- Acknowledge that these Terms of Use supplement the Master Terms and Conditions in Part I and the Privacy Policy in Part III.

You represent that:

- You are at least the age of majority in your jurisdiction.
- You are authorized to act on behalf of the business entity you represent, if applicable.

2. Use of the Site

Subject to these Terms and Applicable Law, the Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Site for:

- Evaluating or receiving Services from the Company.
- Managing your existing engagements and Properties.

You shall not:

- Use the Site for any unlawful purpose.
- Attempt to gain unauthorized access to any portion of the Site, or to any other systems or networks connected to the Site.
- Interfere with or disrupt the operation of the Site or servers.
- Use automated means (such as robots or scrapers) to access the Site without the Company's express written consent.
- Reverse engineer, decompile, or disassemble any part of the Site, except where expressly permitted by law.

3. Site Content and Intellectual Property

The Company and its licensors own all rights in:

- The Site and its contents, including text, graphics, logos, images, software, and compilations.
- Any proprietary tools, databases, and interfaces.

Except as expressly permitted, you shall not:

- Reproduce, distribute, modify, or create derivative works based on Site content.
- Remove or alter any copyright, trademark, or other proprietary notices.

The Site may contain content from third parties; however, the Company:

- Does not control or endorse such content.
- Is not responsible for third-party content's accuracy or legality.

4. No Professional Advice

The Site content is provided for general informational purposes only and:

- Does not constitute legal, tax, accounting, real estate, or investment advice.
- Should not be relied upon as a substitute for professional advice appropriate to your situation.

5. Disclaimers and Limitations for Site Use

The Company does not warrant that: (i) the Site will be available at all times or free from interruption and/or (ii) the Site will be free of errors or security vulnerabilities. To the fullest extent permitted by law, the Site is provided "as is" and "as available" without warranties of any kind, express or implied.

The Company shall not be responsible for the following: (i) any errors or delays in the content; (ii) any improper or incorrect use of the information and/or data described and/or contained in this Site; and (iii) any damages that may result from, or be caused by, any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence or under any other cause of action arising from the use of this Site.

You are not permitted to attempt to gain unauthorized access to any portion of the Site, including any unauthorized use of another's account. You may not take any actions which may interfere with the working of the Site, such as overloading the infrastructure, hacking or password mining, circumventing the Site's security features, copying any portion of the Site or its content, or attempting to obtain any information not purposely made available to you.

6. Modifications to the Site and Terms of Use

The Company may modify, suspend, or discontinue any aspect of the Site at any time without liability, subject to continued performance of its obligations under active engagements.

The Company may revise these Terms of Use from time to time. Material changes will be communicated through the Site or other reasonable means. Continued use of the Site after changes become effective constitutes acceptance of the revised Terms of Use.

Part III: Privacy Policy

Effective Date: [05/12/2026]

Last Updated: [05/12/2026]

1. Scope

This Privacy Policy applies to:

- Personal Information collected from you and your representatives in connection with the Services.
- Personal Information collected from tenants, applicants, buyers, and other individuals in connection with property management, leasing, and sales activities.
- Personal Information collected through the Site, including but not limited to ‘cookies’ (small digital signature files that are stored by your web browser that allow your preferences to be recorded when visiting the Site). You may be able to block cookies via your browser settings but this may prevent you from access to certain features of the Website.

This Privacy Policy does not apply to:

- Aggregated or de-identified information that cannot reasonably be linked to an individual.
- Information collected by unrelated third parties for their own purposes.

2. Categories of Information Collected

Information You Provide. This may include:

- Contact details (name, address, email, phone).
- Professional or employment information.
- Financial information (payment details; in some cases, creditworthiness data).
- Tenancy and leasing information.
- Communications with the Company (emails, forms, inquiries).

Information Collected Automatically. When you use the Site, the Company may collect:

- Device identifiers and IP addresses.
- Browser type and operating system.

- Usage data (pages viewed, actions taken).

Information from Third Parties. The Company may receive information from:

- Background check and credit reporting agencies.
- Public records.
- Other real estate professionals or Alliance Members acting as Cooperating Members.

3. How Information Is Used

Primary Purposes. The Company uses Personal Information to:

- Provide, manage, and improve the Services.
- Evaluate and process lease or purchase applications.
- Communicate with you regarding the Services and your account.
- Manage relationships with tenants, applicants, and buyers.
- Comply with legal, regulatory, and recordkeeping obligations.

Secondary Purposes. The Company may also use Personal Information to:

- Improve the Site and user experience.
- Conduct analytics and reporting in de-identified or aggregated form.
- Protect the Company, its clients, tenants, and others from fraud and misuse.

4. Sharing and Disclosure

The Company may share Personal Information with other Alliance Members acting as Cooperating Members solely to:

- Deliver Services under an Engagement Letter or Services Agreement.
- Coordinate cross-jurisdictional engagements where necessary.
- IT and security services.

In addition, the Company may share Personal Information with third-party vendors providing:

- Property management systems.

- Professional advisory services.
- IT and security services.

The Company may further disclose Personal Information:

- As required by law or legal process.
- To governmental or regulatory authorities upon lawful request.
- To protect rights, property, or safety of the Company, and its clients, tenants, or the public.

In the event of a merger, acquisition, or other corporate transaction, Personal Information may be transferred to a successor entity subject to this Privacy Policy or a policy that provides materially similar protections.

5. Your Choices and Rights

Where permitted by Applicable Law, individuals may:

- Request access to Personal Information that the Company maintains about them.
- Request correction of inaccurate information.

If the Company sends promotional communications:

- You may opt out by following the instructions in the communication or contacting the Company using the information provided in the Engagement Letter, Services Agreement or on the Site.
- Depending on jurisdiction, individuals may have additional rights (such as deletion or objection), which will be honored as required by Applicable Law.

6. Safeguarding Information

The Company has in place certain technological and operational security policies and procedures to protect your personally identifiable information from loss, misuse, alteration or unintentional destruction. The Company's personnel who have access to the data have been trained to maintain confidentiality of such information.

The Company recognizes its responsibility for protecting the online privacy of your Personal Information. If you have questions or comments about our administration of your Personal Information, or would like to opt out of receiving any marketing material from the Company, please contact the Company at MAGRP@midamericagr.com. You may also use this address to communicate any concerns you may have regarding compliance with this Privacy Statement.

PLEASE REMEMBER THAT NO DATA TRANSMISSION OVER THE INTERNET CAN BE GUARANTEED TO BE 100% SECURE. AS A RESULT, WHILE THE COMPANY STRIVES TO PROTECT YOUR PERSONAL INFORMATION, THE COMPANY CANNOT ENSURE OR WARRANT THE SECURITY OF ANY INFORMATION YOU TRANSMIT TO THE COMPANY AND YOU DO SO AT YOUR OWN RISK. ONCE THE COMPANY RECEIVES YOUR TRANSMISSION, THE COMPANY SHALL MAKE ITS BEST EFFORT TO ENSURE THE SECURITY OF SAID INFORMATION ON ITS SYSTEMS.

Personal Information is retained:

- For as long as reasonably necessary to fulfill the purposes described in this Privacy Policy.
- As required by law, including real estate licensing recordkeeping rules and statutes of limitation.

7. International Transfers

To the extent Personal Information is transferred across borders, such transfers will be carried out in compliance with Applicable Law and subject to appropriate safeguards where required.

8. Collection and Use of Children's Personal Information

The Company's Site is not intended for anyone under the age of 18, and any said use of the Site is deemed a violation of the Company's Terms of Use, set forth in Part II. The Company does not knowingly collect any information, including Personal Information from children.

9. Marketing Materials

The Company may use the information you provide to respond to your requests and provide you with the services that you ask to receive through the Site. The Company may also use this information to provide you with marketing materials, unless you opt out as provided below.

If you would like to opt out of receiving any marketing materials from the Company, please contact the Company at MAGRP@midamericagrp.com.

10. Changes to This Privacy Policy

The Company may update this Privacy Policy periodically. The "Last Updated" date at the beginning of this document will reflect the most recent changes.

Material changes will be communicated via the Site or other appropriate means. Continued use of the Services or the Site after changes become effective signifies acceptance of the updated Privacy Policy.