

TERMS OF USE

These Terms of Use were last updated on October 4, 2016.

These terms and conditions of use (“Terms of Use”) describe the requirements, obligations, terms and conditions under which users may access, interact with, and use the website located at www.ufcwplaza.com (herein referred to as the “Website”) which is owned and operated by Galaxy II Concord Corporation & Galaxy I Concord Corporation. We will refer to you, the user or visitor to the Website, as “you”, the “user” or “your” and we will refer to ourselves (i.e. Galaxy II Concord Corporation & Galaxy I Concord Corporation) as “we”, “us” or “our” or by similar terms. Please also understand that when we say “use” or “using” or similar words in these Terms of Use, we mean and are referring to the comprehensive meaning of ‘use’ which includes, but is not limited to any time you use, access, browse, take advantage of features, functions or services, exchange information or communicate, visit, transmit data to or receive data from, participate in promotions or interact with our Website in any manner.

Please read these Terms of Use carefully because they represent a legally binding agreement and contract between you and us and if you use or attempt to use our Website, you are acknowledging and agreeing to be bound by and comply with everything contained in these Terms of Use and our Privacy Policy, which forms a part of and is incorporated into these Terms of Use and is an integral part of this legally binding agreement you have with us. If you do not agree with everything set forth in these Terms of Use (including our Privacy Policy), do not use or attempt to use our Website.

Acceptance of Terms

You understand we have the right to change these Terms of Use from time to time and we will post the revised Terms of Use on the Website and update the “Last Updated” date to reflect the date of the changes. We may post changes in these Terms of Use without advance notice to you and you acknowledge and agree that if you use the Website after we post changes, you will have agreed and accepted the Terms of Use with any and all changes and modifications we have made. If you do not agree to all of the changes we make, do not use our Website. We have the right to suspend, restrict or otherwise limit your use of our Website and any features, functions or services that may be available from time to time without any notice to you. You also agree that if you violate these Terms of Use or if we have reason to believe you have done so or will do so, we have the right to terminate your use of our Website without notice.

Your Account

For convenience when you return and use our Website, we may provide you with the ability to create and use a username, password, profile and/or account and we will refer to all of these individually and collectively as your “ID.” You are entirely responsible for maintaining the confidentiality of your ID and for all activities, transactions and use of our Website under your ID. If you are sharing a computer with anyone, we suggest you don’t enable your browser to ‘remember’ or store your ID information and you should log out before leaving our Website in order to prevent others from gaining access to your ID.

Content

We make our Website available to provide you with information about the office buildings owned by us and the Website may include information, links, text, images, and other materials regarding features and services (hereinafter, "Content"). Because the Website may contain inaccuracies or typographical errors and may not always be updated to reflect current information, whether the Content has been provided by us or by third parties (e.g., property managers and tenants), you should not rely on the Content on our Website and if you do, it is at your sole and exclusive risk, and we are not liable or responsible if you do.

You acknowledge and agree that we have the right (but not an obligation) to monitor the Website in our sole discretion, and, consistent with our Privacy Policy, to disclose information as necessary or appropriate to satisfy any law or regulation or any governmental or judicial order or requirement, to operate our Website properly and/or to protect the Website, our interests and the interests and rights of other users to use our Website. If we are notified of any conduct that does or may violate these Terms of Use or any applicable law, rule or regulation, we may investigate and take whatever action we deem appropriate based on our findings, in our sole discretion, including terminating your use of the Website, without notice and without liability or responsibility of any kind.

You acknowledge and agree that any aspect of the Website may be changed, supplemented, deleted, updated without notice at our sole discretion.

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Restrictions on Use of the Website

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You agree not to engage in any of the following activities, behavior or conduct: deletion or alteration of any Content; any action that imposes an unreasonable or disproportionately large load on the Website infrastructure; the use of any data mining, robots, spiders, scraping or other automated processes, means or methods for the purposes of monitoring, copying, or data gathering or extraction; and/or the use of any directory information to post or transmit any unsolicited advertising, promotional materials, junk mail, spam, chain letters, telephone calls or other solicitations. You agree not to disrupt,

overwhelm, attack, modify, reverse engineer or interfere with the Website or its associated software, hardware and/or servers in any way, including without limitation through viruses, Trojan horses, worms, time bombs, or ransom ware. and you agree not to impede or interfere with the use of the Website by others.

You may not copy, use, download, modify, frame, publish, download, transmit, retransmit, transfer, sell, license, reproduce, create derivative works from, distribute, perform, display, disseminate, rearrange, redistribute, alter, adapt, crop, resize, move, remove, delete or in any way exploit or make commercial use of, any of the Content, in whole or in part, directly or indirectly, without our prior written consent and/or the consent of the owner thereof, except as expressly permitted in these Terms of Use or under applicable law. Unless express permission is granted by us and by all other entities with an interest in the relevant intellectual property, you may not change or delete any author attribution, trademark, legend or copyright notice. Without limiting the foregoing and for the avoidance of doubt, you must abide by all additional copyright notices, posted rules, regulations and restrictions contained on the Website.

You agree to cooperate with any efforts we undertake to identify and prevent illegal or unauthorized use of our Website or any other such activity (e.g., fraud) or violation of these Terms of Use or any attempt to do any of these things.

Disclaimer of Warranty

The Website and Content are provided on an 'as is' and 'As available' basis without any representations or warranties of any kind. To the fullest extent permitted by law, we disclaim all warranties, including the warranty of merchantability, title, non-infringement and any warranty of fitness for a particular purpose, and we make no representation or warranty about the accuracy, reliability, completeness, intent, usefulness or timeliness of the Website and/or the Content.

For the avoidance of doubt, we make no representation or warranty that: (i) the Website will meet your requirements or that its operation or your use will be uninterrupted, available, timely, secure or error-free; (ii) the quality of the Content will meet your expectations; (iii) any errors in the Website will be corrected; or (iv) any of the Content is appropriate or may be downloaded outside of the United States. If your use of our Website or any Content results in the need for service to, or replacement of, equipment or data, we are neither responsible, nor liable for those costs. Your use of and any reliance upon the Website are at your own risk.

Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER WE, NOR ANY CONTENT PROVIDERS, NOR ANY OF OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, ADVISERS, BENEFICIAL OWNERS, CONTRACTORS, SUPPLIERS, LICENSORS AND AGENTS, ARE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, SPECIAL OR OTHER DAMAGES ARISING OUT OF OR RESULTING FROM YOUR ACCESS TO, OR USE OF, OR INABILITY TO ACCESS OR USE THE WEBSITE, HOWEVER SUCH DAMAGES ARE CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM AND EVEN IF WE OR ANY OTHER HAS BEEN ADVISED OF THE POSSIBILITY OF INJURY, DAMAGES, LOSSES OR EXPENSES.

IN THE EVENT YOU TRANSMIT, INTRODUCE, OR OTHERWISE CAUSE ANY DISRUPTION OF THE WEBSITE, YOU AGREE TO BE RESPONSIBLE FOR ANY AND ALL LIABILITIES AND COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES) ARISING FROM ANY AND ALL CLAIMS. "DISRUPTION" INCLUDES, BUT IS NOT LIMITED TO, DISTRIBUTION OF UNSOLICITED ADVERTISING OR CHAIN LETTERS, PROPAGATION OF COMPUTER WORMS, VIRUSES OR OTHER HARMFUL CODE, AND/OR USING THE WEBSITE TO MAKE UNAUTHORIZED ENTRY TO ANY OTHER DEVICE, PROGRAM, INFORMATION OR DATA ACCESSIBLE VIA THE WEBSITE. YOU SHALL BE SOLELY LIABLE FOR ANY DAMAGES, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF INFRINGEMENT OF PROPRIETARY RIGHTS OR ANY OTHER HARM ARISING FROM THE UPLOADING, POSTING OR OTHER SUBMISSION OF MATERIALS BY YOU.

IF YOU HAVE A DISPUTE WITH US OR ARE DISSATISFIED WITH THE WEBSITE OR ANY CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE AND DISCONTINUE YOUR USE OF OUR WEBSITE. WE HAVE NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU.

Indemnity and Release

You agree to indemnify and hold us, our affiliates, officers, directors, members, agents, representatives, employees, partners, managers, advisers, beneficial owners, suppliers and licensors (collectively, "Indemnified Parties") harmless from and against any and all demands, claims, threats and/or actions (including all costs, expenses and attorneys' fees) arising from or related to your breach of these Terms of Use or your use of the Website (each, a "Claim"). We have the right to control the defense of any Claim and all negotiations for settlement or compromise and you agree to fully cooperate with us in doing so.

Without limiting anything set out above, you hereby release each of the Indemnified Parties from all damages, liability, claims, actions, demands and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with these Terms of Use or your use of the Website. If you are a California resident, you expressly waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Links to Other Sites

Our Website may contain links to third party websites and if you click on (i.e., select) such a link, your browser will leave our Website. Our Terms of Use do not apply to and we do not control or endorse any such third party website, nor do we assume any responsibility for any of its content features, functions or materials. You should review the terms and conditions and privacy policies that apply to these third party websites so you will know the terms that apply to you when you visit their websites.

General

These Terms of Use govern your use of the Website and constitute the entire agreement between you and us regarding the subject matter. These Terms of Use are governed by the substantive laws of the State of California, without regard to its conflict of law principles. Jurisdiction for any claims arising under these Terms of Use shall exist exclusively with the state or federal courts in or nearest to Los

Angeles. You agree that you will not file a class action, or participate in a class action. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A JURY TRIAL.

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision or any other. If any provision is held to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions, all of which shall remain in full force and effect. You agree that, regardless of any law to the contrary, any claim or cause of action arising out of or related to use of the Website or these Terms of Use must be filed within one (1) year after such claim or cause of action arose. Section headings are for convenience only and have no legal or contractual effect. These Terms of Use and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Questions

If you have any questions about these Terms of Use, please contact us using the information on the contact page.