

Port Townsend Plaza — Terms of Use

Last Updated: January 2025

Welcome to **porttownsendplaza.com** (the “Website”), operated by Port Townsend Plaza (“Port Townsend Plaza,” “we,” “us,” or “our”). These Terms of Use (“Terms”) govern your access to and use of the Website. By using the Website, you agree to these Terms. If you do not agree, you must stop using the Website immediately.

1. Acceptance of Terms

By accessing or using the Website, you confirm that you:

- Are at least 18 years of age (or the age of majority in your jurisdiction),
- Have read, understood, and agree to be bound by these Terms, and
- Are authorized to act on behalf of an organization (if applicable).

If you do not meet these requirements, you may not use the Website.

2. Ownership & Intellectual Property

All content on the Website—including text, images, photos, graphics, maps, renderings, property descriptions, design layouts, branding, logos, and documents—is owned by Port Townsend Plaza or its licensors and is protected by U.S. copyright, trademark, and intellectual property laws.

You MAY NOT:

- Copy, reproduce, republish, distribute, or modify Website content
- Use any content for commercial, competitive, or promotional purposes
- Use bots, scrapers, or automated tools to extract content
- Reverse engineer Website code, features, or functionality
- Remove or obscure copyright or trademark notices
- Create derivative works using Website content
- Impersonate ownership or authorship of Website materials

You may view and use Website content **only** for personal, informational, and non-commercial purposes.

3. Acceptable Use Policy

You agree **not** to use the Website:

- For any unlawful, fraudulent, abusive, or harmful purpose
- To attempt unauthorized access to servers, systems, or networks
- To upload, distribute, or transmit viruses, malware, or malicious code
- To interfere with the operation or security of the Website
- To scrape, harvest, or extract user data or proprietary content
- To submit false, incomplete, or misleading information
- To impersonate any person or misrepresent your affiliation
- To violate any applicable laws or regulations

Violations may result in restricted access, termination of rights, or legal action.

4. Information You Submit

When you submit information through the Website — such as leasing requests, inquiries, messages, or general communication — you agree that:

- The information you provide will be accurate, lawful, and non-harmful
- We may use your information solely to respond to your inquiry or communicate with you
- You will not upload or transmit sensitive, proprietary, or confidential information unless specifically requested
- You are responsible for all data you submit

Your submission of information through the Website is also governed by our **Privacy Policy**.

5. Property Information Disclaimer

The Website may display information regarding:

- Leasing availability
- Property features and amenities

- Property maps, photos, or renderings
- Development plans or future upgrades
- Plaza businesses and tenants

This information is provided **for general informational purposes only** and may change at any time.

Port Townsend Plaza does **not** guarantee:

- Accuracy, completeness, or currentness of Website content
- Availability of leasing units or tenant space
- Future conditions or amenities
- That renderings or conceptual images reflect final construction

For official leasing details, please contact us directly.

6. Third-Party Websites & External Services

The Website may contain links to third-party websites or services.
We are **not responsible** for:

- Content or accuracy of external sites
- Availability, services, or products offered by third parties
- Third-party privacy or data practices
- Security of external websites

Accessing external links is at your own risk.

You should review third-party terms and privacy policies before providing personal information.

7. Disclaimer of Warranties

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

Port Townsend Plaza does **not** guarantee:

- The Website will be error-free, uninterrupted, or secure
- Content will always be accurate, up-to-date, or complete
- Any defects or issues will be corrected
- The Website will be free from viruses, malware, or harmful components
- That your use of the Website will meet your expectations

Your use of the Website is at your own risk.

8. Limitation of Liability

To the maximum extent permitted under applicable law:

Port Townsend Plaza and its owners, officers, employees, partners, and agents are **not liable** for any damages arising from or related to:

- Your use or inability to use the Website
- Errors, inaccuracies, or outdated information on the Website
- Technical failures or downtime
- Unauthorized access, data breaches, or security incidents
- Malware or harmful code transmitted through the Website
- Third-party websites linked from the Website
- Loss of data, business, revenue, or profits

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

Your sole remedy is to discontinue use of the Website.

9. Indemnification

You agree to indemnify, defend, and hold harmless Port Townsend Plaza from all claims, losses, damages, liabilities, or expenses arising from:

- Your use or misuse of the Website
 - Your violation of these Terms
 - Your violation of applicable laws
 - Your submitted content or communications
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10. Privacy & Data Protection

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

- How we collect and use personal information
- Your rights and choices

- Data security measures
- How to contact us regarding privacy concerns

By using the Website, you agree to our Privacy Policy.

11. Copyright / DMCA Compliance

If you believe any content on the Website infringes your copyright, you may submit a DMCA-compliant notice to:

Hall Equities Group

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

Phone: 925-933-4000

Email: info@hallequitiesgroup.com

We will review and respond to valid copyright requests promptly.

12. Changes to These Terms

We may update or revise these Terms at any time.

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

Your continued use of the Website after changes constitutes acceptance of the updated Terms.

13. Governing Law & Jurisdiction

These Terms are governed by the laws of the **State of Washington** (recommended for Port Townsend properties) and applicable federal laws.

Any disputes must be resolved exclusively in the state or federal courts located in Washington State.

If you prefer to designate California law instead, I can revise accordingly.

14. Contact Us

If you have questions about these Terms, please contact:

Hall Equities Group

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

Phone: 925-933-4000

Email: info@hallequitiesgroup.com