

TERMS AND CONDITIONS

1. BACKGROUND AND USER ACCEPTANCE

These "terms and conditions" (hereafter, the "Terms and Conditions") are intended to govern your use of the CAPFUNDR WEBSITE, which is owned and operated by CAPITALFUND REALTY, INC., a Delaware corporation ("CAPITALFUND REALTY" or "us" or "we"), and located at the URL: <http://www.capfundr.com>, including all Content (as defined below) available through the capfundr.com domain name and/or other related domain names which may point or direct a User to this website and any related websites and any mobile application which functions in conjunction with the CAPFUNDR WEBSITE (collectively, the "CAPFUNDR WEBSITE").

CAPITALFUND REALTY provides an online portal through which real-estate focused funds will be crowd funded (the "Services"). Both accredited and non-accredited users may access the CAPFUNDR WEBSITE to view potential financing opportunities with respect to certain funds that will be promoted on the site (each a "User" and collectively, the "Users"). However, only Accredited Users, as defined below, will be able to register and participate in such transactions.

The CAPFUNDR WEBSITE is offered and made available only to Users 18 years of age or older and if you are not yet 18 years old, your use of the CAPFUNDR WEBSITE is prohibited or restricted by the laws, regulations or other governmental requirements of the jurisdiction in which you live or reside, or if, for any reason and at any time, you do not agree with all of the terms and conditions contained in these Terms and Conditions, please discontinue using the CAPFUNDR WEBSITE immediately because by using or attempting to use the CAPFUNDR WEBSITE, you are expressly certifying that you are at least 18 years of age and meet all other eligibility requirements for your use of the CAPFUNDR WEBSITE.

In the event that CAPITALFUND REALTY or any of its partners, licensees, parents, subsidiaries, affiliates, assigns, related companies and successors and all of their respective offices, directors, employees, representatives, licensors, suppliers, service providers, successors and permitted assigns, attorneys and agents, affiliates, nor any of their respective managers, directors, officers, employees, agents, third party content providers or licensors (including any person or entity involved in creating, producing or distributing the Content) (collectively, the "Affiliates") unknowingly send an e-mail or other message to a minor who has improperly registered with the CAPFUNDR WEBSITE, the minor's parent or legal guardian always has the right to unsubscribe (opt-out) from receiving future e-mails or text messages using the opt-out (e.g. unsubscribe) mechanism contained in the e-mail or message, or to request termination of the minor's registration and status as a registered User with the CAPFUNDR WEBSITE.

By using the CAPFUNDR WEBSITE, you understand, acknowledge and agree that you will abide by the terms and conditions of these Terms and Conditions between CAPITALFUND REALTY and you. When we use the term "Terms and Conditions" we mean and are referring to these Terms and Conditions, as well as any additional terms and conditions that apply to and govern the CAPFUNDR WEBSITE and your Content (as defined below), and any features, functions, or services we make available to you from time to time through the CAPFUNDR WEBSITE. These Terms and Conditions also include our Privacy Policy. All of these are hereby incorporated into the Terms and Condition by this reference and these Terms and Conditions will remain in full force and effect until terminated in accordance with Section 13 below or as long as you are a User of the CAPFUNDR WEBSITE, even if your use of or participation in any particular service, feature, function or promotional activity terminates, expires, ceases, is suspended or deactivated for any reason.

The words "use" or "using" in these Terms and Conditions, means any time a User, directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with, use, display, view, print or copy from the CAPFUNDR WEBSITE, transmit, receive or exchange data or communicate with the CAPFUNDR WEBSITE, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the CAPFUNDR WEBSITE. These Terms and Conditions do not cover your rights or responsibilities with respect to third party content or any web sites or links that may direct your browser or your connection to third party web sites or web pages.

2. REGISTRATION AND ELIGIBILITY

Users of the CAPFUNDR WEBSITE must create an account and provide certain non-public, personally identifiable information ("Personal Information") as specified in our Privacy Policy. As part of this process, as a User, you may need to provide your full name, e-mail address, choose a password which must form a unique combination (a "User ID") and indicate that you agree to the Terms and Conditions and the Privacy Policy. We may also, from time to time and at any time, request that you provide other information or we may provide Users with additional codes or passwords necessary to access and use certain services, features or functions of the CAPFUNDR WEBSITE. Please read our Privacy Policy, which describes the Personal Information we collect, use, disclose, manage and store. Your User ID is personal to you and you may not allow any other person to use your User ID under any circumstances. CAPITALFUND REALTY shall not be liable for any harm caused or related to theft or misappropriation or disclosure of all or any portion of your User ID, disclosure or your authorization of anyone else to use your User ID. You agree to immediately notify us if you become aware of or believe there is or may have been any unauthorized use of (or activity using) your User ID or any other need to deactivate your User ID due to security concerns. In order to provide some of our Services to you we may require you to give us access to or require you to provide login and password information for accounts you have with third party providers. When you provide this information to us and/or give us access to third party accounts, you agree that you have read all contracts and written agreements governing such access, login information and passwords and that you have all the necessary contractual and legal rights to give us such access, login information and passwords.

The crowd-funded investment opportunities posted by CAPITALFUND REALTY or entities owned or controlled thereby (each, an "Issuer") and featured on the CAPFUNDR WEBSITE are available only to Accredited Investors with a valid User ID and password ("Accredited Users"). For persons resident in the United States, Accredited Investors must meet the requirements as defined in Rule 501 of Regulation D of the Securities Act of 1933, as amended (the "Securities Act"). In general, to qualify as an Accredited Investor, individuals must have a net worth of more than \$1 million (excluding their primary residence), or gross income for each of the last two years of at least \$200,000 (\$300,000 jointly with their spouse) with the expectation of a similarly qualifying income during the current year. CAPITALFUND REALTY, alone or in conjunction with a third party will require you to provide proof that you are an Accredited Investor, including, without limitation, completion of an Accredited Investor questionnaire and satisfactory background information screening. Your failure to provide any information and documentation requested to confirm your status as an Accredited Investor will be cause to immediately discontinue your use of the Service and/or your access to the CAPFUNDR WEBSITE. In light of the foregoing, you acknowledge, agree, represent and warrant that you fully understand that you shall not be permitted to subscribe to any investment opportunities featured on the CAPFUNDR WEBSITE unless you affirmatively declare that you are an Accredited Investor and your status as an Accredited Investor is thereafter verified.

Persons who are residents outside of the United States are allowed access to such investment opportunities only if such access does not violate the laws of their country of residence. The Services may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules, or regulations of any governmental authority or where CAPITALFUND REALTY is not authorized to provide such information or services.

3. Securities Offerings

The securities offered by an Issuer on the CAPFUNDR WEBSITE have not been registered under the Securities Act, in reliance on the exemptions provided in Section 4(2) of the Securities Act and Regulation D and Rule 506, and Regulation S, promulgated thereunder. Securities sold through private placements are restricted and not publicly traded, and are therefore illiquid. Neither the U.S. Securities and Exchange Commission nor any state securities commission or other regulatory authority has approved, passed upon, or endorsed the merits of any offering on this Website.

CAPITALFUND REALTY is not a registered broker-dealer or funding portal, however, CAPITALFUND REALTY expects to process any investor capital contributions requiring a broker-dealer through FundAmerica Securities, LLC, member FINRA, SIPC, a registered broker/dealer. CAPITALFUND REALTY is not, but is in the process of becoming, a registered investment advisor. Overviews of prospective investment opportunities appearing on the CAPFUNDR WEBSITE are prepared by the applicable Issuer and contain summaries of the purpose and principal business terms of such prospective investment opportunities. Such summaries are intended for informational purposes only and do not purport to be complete, and each is qualified in its entirety by reference to the more detailed discussions contained in the investor document package relating to such investment opportunity. The information contained in the

CAPFUNDR WEBSITE has been prepared without reference to any particular user's investment requirements or financial situation, and potential investors are encouraged to consult with professional tax, legal and financial advisors before making any investment.

4. USER CONTENT

The Service may allow Users to submit, post, transmit, and share content with other Users, including, without limitation, data, text, software, music, sound, photographs, graphics, videos, messages or other materials and may allow you to access the Service or share data from social media channels ("Content"). Users are legally responsible for all Content uploaded, posted, or stored in connection with their use of the Services. By submitting Content to CAPITALFUND REALTY, you hereby grant CAPITALFUND REALTY and Affiliates a worldwide, royalty-free, perpetual, irrevocable, unrestricted, unconditional, non-exclusive license to use, reproduce, modify, publish, edit, adapt, create derivative works from, translate, distribute, perform, display and otherwise exploit such Content and all elements thereof alone or as part of other works in any form, media, or technology, whether now known or hereafter developed or discovered, and to license and sub-license such rights through multiple tiers of sub-licenses, all without any notification or obligation to you, of compensation, attribution or otherwise and hereby represent and warrant that you have all the rights necessary to grant us such license. You are responsible for any Content that may be lost or unrecoverable through your use of the Services. You expressly agree that use of the Content and the CAPFUNDR WEBSITE is at your sole risk.

To the extent you post any Content on the Service, you represent and warrant that the Content: (i) is original to you or fully cleared for use as contemplated herein, (ii) does and will not, in any way, violate or breach any of the terms of these Terms and Conditions, (iii) does not contain libelous, tortious, or otherwise unlawful information, infringe or violate any copyright or other right, or contain any matter the publication or sale of which will violate any law, regulation or other governmental requirement or restriction, (iv) is not obscene or in any other manner unlawful, and (v) shall not be damaging or injurious to CAPITALFUND REALTY, any Affiliates or any User. CAPITALFUND REALTY shall not be required to pay or incur any sums to any person or entity as a result of our use or exploitation of the Content.

If your Content incorporates the name, logo, brand, service or trademark, voice, likeness or image of any person, firm or enterprise, you specifically represent and warrant that you have the right to place such Content in the public domain and grant CAPITALFUND REALTY and Affiliates the right to use such Content as described above. CAPITALFUND REALTY does not have any express burden or responsibility to provide User with indications, markings or anything else that may aid User in determining whether the material in question is copyrighted or trademarked. User shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such Content.

CAPITALFUND REALTY reserves the right at all times, but does not have the obligation, to edit, refuse to post, or to remove any Content, in whole or part, that CAPITALFUND REALTY deems inappropriate, for any reason or for no reason. Your use of the Service is solely at your own risk and you should not disclose or make available your personal information in any Posting.

5. DISCLAIMER REGARDING CONTENT AND ADVICE

Neither CAPITALFUND REALTY, nor its Affiliates warrant that the CAPFUNDR WEBSITE will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the CAPFUNDR WEBSITE or as to the accuracy, reliability or content of any information, service or products provided through the CAPFUNDR WEBSITE. CAPITALFUND REALTY and the Affiliates make the Content available on the CAPFUNDR WEBSITE without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement.

CAPITALFUND REALTY and the Affiliates neither endorse, nor are responsible for the accuracy or reliability of any opinion, advice, review or statement on the CAPFUNDR WEBSITE and particularly any Content, nor for any offensive, defamatory or obscene posting made by anyone, other than authorized CAPITALFUND REALTY employee spokespersons while acting in their official capacities. Under no circumstances will CAPITALFUND REALTY or any Affiliates be liable for any loss or damage caused by your reliance on

Content obtained through the CAPFUNDR WEBSITE. It is your responsibility to evaluate the accuracy, completeness or usefulness of any Content available through the CAPFUNDR WEBSITE. Reliance on any Content appearing on the CAPFUNDR WEBSITE is strictly at your own risk. Given the interactive nature of the CAPFUNDR WEBSITE, CAPITALFUND REALTY and the Affiliates cannot endorse, guarantee, or be responsible for the accuracy, efficacy, or veracity of any Content generated by our Users.

You understand that when using the CAPFUNDR WEBSITE, you may be exposed to Content from a variety of sources, and that CAPITALFUND REALTY is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that contains unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive material (in each case, "Offensive Material") and/or encourage conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate (in each case, "Offensive Conduct"). In this regard, any User who uses the CAPFUNDR WEBSITE, hereby releases and forever discharges CAPITALFUND REALTY and its officers, directors, shareholders, members, owners, operators, licensors, licensees, parents, affiliates, associates, subsidiaries, predecessors, successors, assigns, agents, employees, insurers, partners, trustees, beneficiaries, representatives, attorneys, and all persons acting by and through, under or in concert with it, including parent companies, divisions, subsidiaries and affiliates (collectively, the "Released Parties"), of and from any and all manner of action or actions, cause or causes of action, in law or in equity, judgments, suits, debts, liens, contracts, agreements, guaranties, promises, liabilities, claims, demands, damages, losses, costs or expenses (including without limitation attorneys' fees and disbursements), whether known or unknown, suspected or unsuspected, arising out of or related to such User's use of the CAPFUNDR WEBSITE, any Content, any alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any obligation for compensation, any Offensive Material, any Offensive Conduct or other objectionable statements, intentional or negligent infliction of emotional distress, retaliation, or any other tort, or any federal, state or other governmental statute, regulation, rule, ordinance or other legal or equitable rights or remedies you have or may have against CAPITALFUND REALTY with respect thereto (individually and collectively, a "Claim"), and agree to indemnify and hold CAPITALFUND REALTY and the Released Parties harmless to the fullest extent allowed by law regarding all Claims.

The CAPFUNDR WEBSITE is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to these Terms and Conditions. The disclaimers of liability contained in this section apply to any damages or injury (physical or otherwise) 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, or for breach of contract, tortious behavior, negligence, or under any other cause of action. You specifically acknowledge that CAPITALFUND REALTY and the Affiliates are not liable for the defamatory, offensive or illegal conduct of other users of the CAPFUNDR WEBSITE or third parties and that the risk of injury from the foregoing rests entirely with you. In no event will CAPITALFUND REALTY, the Affiliates or any person or entity involved in creating, producing or distributing the Content, the CAPFUNDR WEBSITE be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use the CAPFUNDR WEBSITE or out of the breach of any warranty. You hereby acknowledge that the provisions of this section shall apply to all Content, the CAPFUNDR WEBSITE and/or any feature thereof. The liability of CAPITALFUND REALTY or any Affiliates to Users, if any, shall in no event exceed the total amount paid to CAPITALFUND REALTY.

6. MODIFICATIONS

We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms of these Terms and Conditions. We will post or display notices of material changes on the CAPFUNDR WEBSITE and we may also e-mail you about these changes and/or, from time-to-time may also require you to affirmatively acknowledge and affirm your review and acceptance of updates to terms of these Terms and Conditions; provided, however, whether or not we choose to implement such measures will be determined solely by us and you must recognize that once we post updated terms and conditions on the CAPFUNDR WEBSITE, these changes/updates shall become effective immediately and if you use the CAPFUNDR WEBSITE after they become effective it will signify your agreement to be bound by the changes. Therefore, you should check back frequently and review these Terms and Conditions regularly so you are aware of the most current rights and obligations that apply to you and the agreements you are making to us. CAPITALFUND REALTY also reserves the right to change, modify, withdraw, suspend or

even permanently discontinue all or any portions of the CAPFUNDR WEBSITE at any time, without any liability or obligation to you, with or without notice.

7. PRIVACY

CAPITALFUND REALTY respects your privacy and the use and protection of your Personal Information. Please see our Privacy Policy for important information and disclosures relating to the collection and use of your Personal Information in connection with your use of the CAPFUNDR WEBSITE. If you have any questions regarding CAPITALFUND REALTY's Privacy Policy, you may send your question to us by e-mail to admin@capfundr.com or by U.S. mail to CapitalFund Realty, Inc., Attention: President, 120 E. 23rd Street, 5th Floor, New York, New York 10010.

8. HYPERLINKS TO THE WEBSITES OF THIRD PARTIES

These Terms and Conditions apply to all Users of the CAPFUNDR WEBSITE. The CAPFUNDR WEBSITE may contain links to third party websites, including websites owned and operated by any business, that are not owned or controlled by CAPITALFUND REALTY. CAPITALFUND REALTY has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. The appearance, availability, or your use of URLs or hyperlinks anywhere on the CAPFUNDR WEBSITE does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of CAPITALFUND REALTY or its Affiliates. We do not verify, endorse, or have any responsibility for, any such third party sites, their business practices, or any goods or services associated with or obtained in connection with any such site, whether CAPITALFUND REALTY's or any Affiliates' logo or sponsorship identification is on the third party site as part of a co-branding or promotional arrangement. If any third party site obtains or collects Personal Information from you, in no event shall we assume or have any responsibility or liability. Please read our Privacy Policy, which describes how CAPITALFUND REALTY collects and uses your Personal Information and co-branding relationships. In addition, CAPITALFUND REALTY will not and cannot censor or edit the content of any third-party site. By using the APPLICATION and/or WEBSITE, you expressly relieve CAPITALFUND REALTY from any and all liability arising from your use of any third-party website. Accordingly, we strongly suggest that when you leave the CAPFUNDR WEBSITE that you read the terms and conditions and privacy policy of each other website that you visit.

9. CAPFUNDR WEBSITE ACCESS

A. CAPITALFUND REALTY hereby grants you permission to use the CAPFUNDR WEBSITE as set forth in these Terms and Conditions, provided that: (i) your use of the CAPFUNDR WEBSITE as permitted is solely for your personal, noncommercial use (unless CAPITALFUND REALTY grants you written permission to do so); (ii) you will not copy or distribute any part of the CAPFUNDR WEBSITE in any medium without CAPITALFUND REALTY's prior written authorization; (iii) you will not alter or modify any part of the CAPFUNDR WEBSITE other than as may be reasonably necessary to use the CAPFUNDR WEBSITE for its intended purpose; and (iv) you will otherwise comply with these Terms and Conditions.

B. You may never use another's account without permission or allow any other person to use your account. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify CAPITALFUND REALTY immediately of any breach of security or unauthorized use of your account. Although CAPITALFUND REALTY will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of CAPITALFUND REALTY or others due to such unauthorized use.

C. You agree to abide by the "RULES OF CONDUCT" referenced in Section 12 below and not use or launch any automated system, including without limitation, "cookies," "robots," "spiders," "offline readers," etc., that accesses the CAPFUNDR WEBSITE in a manner that sends more request messages to CAPITALFUND REALTY servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, CAPITALFUND REALTY grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such

materials. CAPITALFUND REALTY reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the CAPFUNDR WEBSITE, nor to use the communication systems provided by the CAPFUNDR WEBSITE for any commercial solicitation purposes.

10. ADVERTISING

From time to time, you may communicate and interact with or obtain goods and services from third parties in connection with your use of the CAPFUNDR WEBSITE ("Advertiser"). All such communication and interaction is strictly and solely between you and the Advertiser involved and we shall not be responsible or liable to you in any way in connection with these activities or transactions (including, without limitation, any representations, warranties, covenants, contracts or other terms or conditions that may exist between you and the Advertiser or any goods or services you may purchase or obtain from any Advertiser).

11. INTELLECTUAL PROPERTY RIGHTS

The Content within the CAPFUNDR WEBSITE and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to CAPITALFUND REALTY, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content within the CAPFUNDR WEBSITE is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. CAPITALFUND REALTY reserves all rights not expressly granted in and to the CAPFUNDR WEBSITE and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein. If you download or print a copy of any of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the CAPFUNDR WEBSITE or features that prevent or restrict use or copying of any Content or enforce limitations on use of the CAPFUNDR WEBSITE or the Content therein.

CAPITALFUND REALTY does not permit copyright infringing activities or infringement of intellectual property rights on the CAPFUNDR WEBSITE, and CAPITALFUND REALTY will remove all Content if properly notified that such Content infringes on another's intellectual property rights. CAPITALFUND REALTY reserves the right to remove Content without prior notice. CAPITALFUND REALTY will also terminate a User's access to the CAPFUNDR WEBSITE, if that User is determined to be a repeat infringer. CAPITALFUND REALTY also reserves the right to decide whether Content is appropriate and complies with these Terms and Conditions for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. CAPITALFUND REALTY may remove such Content and/or terminate a User's access for uploading such material in violation of these Terms and Conditions at any time, without prior notice and at its sole discretion.

In particular, if you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the information listed below in writing (see 17 U.S.C 512(c)(3) for further detail). Note further, pursuant to Title 17, United States Code, Section 512(c)(2), all notifications of claimed copyright infringement on the CAPFUNDR WEBSITE should be sent ONLY to our Designated Agent.

NOTE: The following information is provided solely for notifying the service providers referenced below that your copyrighted material may have been infringed.

DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (e.g., REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OR E-MAIL ABUSE, etc.) TO THE CONTACT LISTED BELOW. YOU WILL NOT RECEIVE A RESPONSE IF SENT TO THAT CONTACT.

WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY CAPITALFUND REALTY, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S

LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

Written notification must be submitted to the following Designated Agent:

Service Provider(s): CAPITALFUND REALTY, INC.

Name of Agent Designated to Receive Notification of Claimed Infringement: Edward C. Yu, President

Full Address of Designated Agent to Which Notification Should Be Sent: CapitalFund Realty, Inc., Attention: President, 120 E. 23rd Street, 5th Floor, New York, New York 10010

Telephone Number of Designated Agent: (212) 561-5940

Facsimile Number of Designated Agent: (212) 504-8047

E-mail Address of Designated Agent: admin@capfundr.com

Under Title 17, United States Code, Section 512(c) (3) (A), the Notification of Claimed Infringement must include the following:

- (1) An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;
- (2) Identification of the copyrighted work (or works) that you claim has been infringed;
- (3) A description of the material that you claim is infringing, and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the page of the website where it is lawfully posted; the name, edition and pages of a book from which an excerpt was copied, etc.);
- (4) A clear description of where the infringing material is located on our website, including as applicable its URL, so that we can locate the material;
- (5) Your name, address, telephone number, and e-mail address;
- (6) A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (7) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to CAPITALFUND REALTY customer service through the CAPFUNDR WEBSITE. You acknowledge that if you fail to comply with all of the requirements of this Section 12, your DMCA notice may not be valid.

CAPITALFUND REALTY permits you to link to materials on the CAPFUNDR WEBSITE for personal, non-commercial purposes only. CAPITALFUND REALTY reserves the right to discontinue any aspect of the CAPFUNDR WEBSITE at any time.

12. RULES OF CONDUCT

Your use of the CAPFUNDR WEBSITE is subject to all applicable local, state, national laws and regulations and, in some cases, international treaties. You are solely responsible for all activities, acts and omissions that occur in, from, through or under your User ID or as a result of your use of the CAPFUNDR WEBSITE.

You shall not use, allow, or enable others to use the CAPFUNDR WEBSITE, or knowingly condone use of the CAPFUNDR WEBSITE by others, in any manner that is, attempts to, or is likely to:

- be libelous, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else;
- affect us adversely or reflect negatively on us, the CAPFUNDR WEBSITE, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the CAPFUNDR WEBSITE, or from advertising, linking or becoming a supplier to us in connection with the CAPFUNDR WEBSITE;
- send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing";
- be used for commercial or business purposes, without the prior written consent of CAPITALFUND REALTY, including, without limitation, advertising, marketing or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other website or web pages;
- transmit, distribute or upload programs or material that contain malicious code, such as viruses, time bombs, cancel-bots, worms, Trojan horses, spyware, or other potentially harmful programs or other material or information;
- forge any TCP/IP packet header or part of the header information in any e-mail or newsgroup posting for any reason;
- violate any laws, regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the United States), judicial or governmental order, any treaties or violate or infringe upon any intellectual property rights, rights of publicity or privacy, or any other rights of ours or of any other person, firm or enterprise;
- gain unauthorized access to the CAPFUNDR WEBSITE, other Users' accounts, names, User IDs, personally identifiable information or other computers, websites or pages, connected or linked to the CAPFUNDR WEBSITE or to use the CAPFUNDR WEBSITE in any manner which violates or is inconsistent with the terms and conditions of these Terms and Conditions;
- modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the CAPFUNDR WEBSITE or the rights or use and enjoyment of the CAPFUNDR WEBSITE by any other person, firm or enterprise; or
- collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material or information, whether personally identifiable or not, posted by or concerning any other person, firm or enterprise, in connection with their or your use of the CAPFUNDR WEBSITE, unless you have obtained the express, prior permission of such other person, firm or enterprise to do so.

13. TERMINATION OF YOUR ACCOUNT

You may terminate your account and User ID, if any, at any time and for any reason, by clicking on the "Terminate my Account" button located in your account settings profile page, however, in the event that you elect to terminate your account and User ID, you will lose the ability to access and/or utilize any information contained within your account. We may terminate your use of and account on the CAPFUNDR WEBSITE, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

14. WARRANTY DISCLAIMER

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18. GENERAL

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Effective Date: March 10, 2016