

Grace Hill Vision XSM Privacy Policy

Welcome to Grace Hill!

Grace Hill, LLC started as a small company with a big idea - to offer compliance and proficiency training for your employees using state-of-the-art processes like gamification and experiential learning. We are training the next generation of leasing agents, property managers, and maintenance technicians in the multifamily housing space using interactive eLearning modules. Over a decade and a million users later, we're reimagining compliance and proficiency focused training for your employees using the latest in eLearning. Grace Hill, LLC is the multifamily real estate training industry's leading provider of state-of-the-art online education, and through its web-based Vision XSM platform (hereinafter, together or individually referred to as the "*Vision X Site*," "*Vision X*" or "*Site*") provides training solutions that ensure regulatory compliance and significantly reduce the overhead of educating employees and clients (the "*Services*"). We are committed to protecting your Personal Information (described below) and subject to the terms of this Privacy Policy, we will not disclose your Personal Information to any third party without your consent. This Privacy Policy describes:

- (i) what Personal Information Grace Hill receives or collects from you or your device,
- (ii) how Grace Hill uses and shares your Personal Information with others, and
- (iii) your choices and obligations regarding your Personal Information.

Capitalized terms not defined in this Privacy Policy shall have the meaning ascribed thereto in the Vision X Terms of Use and/or the Master Service Agreement. If there is a conflict between the Vision X Terms of Use or this Privacy Policy and the Master Service Agreement, the Master Service Agreement shall control.

Agreement and Updates

By using or accessing Vision X, you agree to be legally bound by the Terms of Use found at terms.gracehill.com and this Privacy Policy as amended from time to time (collectively, the "*Agreement*"). If you do not agree with the Agreement without limitation or qualification, you should not access or use Vision X. Your continued use of or access to Vision X and/or the Services following any changes made to the Agreement will mean that you also accept and agree to be bound by the changes or any then-current Agreement. Because we reserve the right to modify the Agreement at any time without notice to you, please check it regularly for changes. References to "Grace Hill," "we," or "us" in the Agreement refer to Grace Hill, LLC

This Privacy Policy was last updated on: January 25, 2017.

Application of this Privacy Policy

This Privacy Policy applies to the Site and the Services and does not extend to anything that is inherent in the operation of any third party website, the Internet, or any other network via which the Services are used or accessed as such third party websites, the Internet, and the other networks may be covered by other terms of use or privacy policies that are beyond our control and which may be inconsistent with the terms and conditions of this Privacy Policy or the Terms of Use. This Privacy Policy is not to be applied in any manner contrary to applicable law or governmental regulation.

Grace Hill is not responsible for the privacy practices or the content of any third party websites or services with which Vision X communicates or is linked other than as expressly detailed in this Privacy Policy or the Vision X Terms of Use. By clicking on a link, logo or any item associated with a third party site, please note that you may be exiting Vision X and the protections afforded by this Privacy Policy and the Terms of Use. These third party websites or entities may be governed by their own privacy policies, may send their own cookies or beacons to you, or may collect and/or distribute your Personal Information. We urge you to review carefully the privacy policy of any such third party website or entity prior to accessing or using their services, or providing any of your Personal Information to them.

Your correspondence with, access to, or business dealings through such third party websites or entities, including payment for and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are made at your own risk and are solely between you and such third party websites or entities. Please note that we do not guarantee and are not responsible for the content of such third party websites or entities. You acknowledge and agree that Grace Hill is not responsible or liable, directly or indirectly, for any damage, expense or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, advertising, products, services or other materials available on or through any such third party websites or entities.

Contacting Us

If you have any questions about this Privacy Policy, Vision X or the Services, you may contact Grace Hill Customer Service at Grace Hill, 3633 Wheeler Road, STE 230, Augusta, GA 30909 or by email to notices@gracehill.com.

Personal Information

Through Vision X, Grace Hill collects Personal Information from you to enable Grace Hill to provide a variety of Services to you and other Subscribers and End Users, and/or to improve the Services over time. We collect Personal Information that you provide to us and we collect Personal Information about you and your device when you access or use the Site or our Services.

Personal Information You Provide to Us.

When Creating Your Account

When you register or update your Account, you provide your contact information that we use to set up or update your Account. The contact information may include without limitation your name, postal address, email address, website address, telephone number, and facsimile number (collectively, your “**Contact Information**”). You may also provide access credentials that we will use for security purposes, such as to authenticate your identity or the identity of your device (e.g., smart phone, computer, tablet computer, etc.) each time you visit or log into the Site, including information that identifies one or more of the following: a user name, a password, a personal identification number (PIN) and/or responses to security questions (collectively, your “**Access Credentials**”).

When Creating Your Profile

After your Account is set up, you will provide information that Grace Hill will use to create and update your Profile. Your Profile may include some or all of your Contact Information as well as other information associated with your Account, your usage history (e.g., frequency of access, web pages accessed, duration of access, etc.), course history (e.g., classes taken, progress, courses completed, certifications earned, etc.) reviews, messages, download history, etc. Your Profile may also include context information that identifies one or more of the following: your gender, primary or secondary languages, date of birth, profession or trade, employer, permission regarding your device location accuracy, etc. (collectively, “**Context Information**”).

When You Provide Subscriber Content

Additionally, you may provide to Vision X certain Subscriber Content as such term is defined in the Vision X Terms of Use. For example, a Subscriber may upload Subscriber Content that includes without limitation answers to quizzes, course reviews, custom course content, communications with us, email messages, comments, etc.

Personal Information

Your Profile, Subscriber Content and any portions thereof (e.g., including Contact Information, Access Credentials, etc.) are hereinafter individually or collectively be referred to as “**Personal Information.**” Grace Hill may use your Personal Information to verify your identity in order to provide the Services and/or access to Vision X. Grace Hill will not permit your Profile or Contact Information to be made publicly accessible. However, Grace Hill expressly reserves the right to de-identify your Subscriber Content, Profile and/or Contact Information and may make such de-identified information public.

Personal Information We Collect When You Use Vision X Services.

We may also collect Personal Information when you access the Services including the following:

1. Device Information. When you use or access Vision X, we may collect information associated with the device from which you are communicating such as your wireless mobile device, tablet computer, laptop computer, desktop computer, or the like. Such device information may identify the make and model of your device; the type or version of your operating system; unique device identifier(s), an Internet Protocol (IP) address, a media access control (MAC) address, or information associated with your service provider or mobile carrier.

2. Usage Information. When you use the Services, we may automatically collect or store certain Personal Information regarding your usage patterns or habits, such as:

- Details of which Services you use and how often you use them, including application names, access point names (APNs), or packet data networks (PDNs).
- Information associated with your communication habits with Vision X that identifies occasions when you visit the Site, web pages visited, reviews, messages, Grace Hill Content downloaded, network addresses or telephone numbers, time or date of access, bandwidth used, or routing information associated with your communications.
- Information regarding courses taken, answers to quizzes, course reviews, web pages visited, purchases of goods or services, promotional materials, savings, discounts offers, uniform resource locators (URLs) relating thereto; time, date, or bandwidth of browsing session; type of Grace Hill Content accessed (text, video, audio, or images), etc.
- Device or communication performance information such as the type or version of browser, browser protocols, data rates, or information identifying Quality of Service exhibited during a session, dropped communications, etc.

3. Location Information. When you access the Services, we may collect and process information about your device's actual location using Global Positioning System (GPS) signals sent by your device, from a third party location service, or from terrestrial network signals that identify via which network device, cell, Wi-Fi access point, network address, etc. your device is communicating.

4. Cookies / Beacons. We may collect and store information when you access the Services, and this may include sending one or more cookies or anonymous identifiers to your device. We may also use cookies and anonymous identifiers when you interact with the Services we offer to or other services from our partners, such as advertising services. We may use web beacons (also known as web bugs, clear Graphics Interface Format pixel (or "clear GIFs"), 1 x 1 pixel, etc.) in combination with cookies or other Site functions to understand how you interact with the Vision X Site or Services (e.g., Site webpages, advertising content, etc.), or perform web analytics or other administrative functions. Beacons do not collect Personal Information.

New approaches that offer alternatives to cookies and beacons to better protect your privacy and to improve the security of your Personal Information may be explored by

Grace Hill or third parties from whom Grace Hill obtains hosting, Site maintenance, or network services. In the event that any of these approaches are used in addition, or as an alternative, to cookies or beacons, Grace Hill will update this Privacy Policy accordingly.

5. Other Data and Changes to this Privacy Policy. We may also require other information for tracking or verifying compliance with our policies, abiding by federal, state and local laws and for editorial and feedback solicitation purposes. In addition, from time to time, we may use your Personal Information for new, unanticipated uses, such as notification of new services, announcements and general communications. If our information practices materially change at some time in the future, we will post such change to the Vision X Site before we use your Personal Information for these new purposes, in accordance with the paragraph captioned “Agreement and Updates” above.

Grant of License

Subject to the terms and conditions of this Privacy Policy and the Vision X Terms of Use, by accessing or using the Site or Services, you acknowledge, consent to, and hereby grant to Grace Hill a perpetual, non-exclusive, fully paid-up, and royalty-free license to use, display, modify, make derivative works of, obfuscate, de-identify, encode, translate, copy, transmit, or sublicense your Personal Information throughout the universe for our own commercial, research, and quality improvement purposes.

How We Use and Share Your Personal Information

Consent to Our Use, Collection, or Sharing of Your Personal Information.

Your Consent. By registering or updating your Account, using or accessing the Site or Services, and/or creating or updating your Profile, you are voluntarily and unconditionally accepting the terms and conditions of the Vision X Terms of Use and this Privacy Policy and are freely accepting and agreeing to our use of your Personal Information in accordance with this Privacy Policy. You further acknowledge and agree that your access or use of the Site or the Services, or providing your Personal Information to us, including any information deemed “sensitive” by applicable law, is entirely voluntary on your part.

Uses of Your Personal Information.

1. Our Internal Use. We use your Personal Information for our own internal purposes including providing the Services to you, improving the Services, and recording and analyzing how and the amount to which Visitors and Subscribers use the Services.

2. Creating De-identified Personal Information. We may encode or obfuscate your Personal Information to create de-identified Personal Information that removes any information that enables a Subscriber or Visitor to be identified. We may use the de-identified Personal Information for our own internal purposes, for data aggregation, performance monitoring, statistical compilations and analytics, and/or when providing Services to you.

3. Our Communications to You. We may communicate with you through email, text messages (e.g., using an Instant Message (IM) protocol, a short message service (SMS) protocol, or some other message protocol, notices of promotions, and notices posted via the Vision X Site.

We may also, from time to time, send you communications to inform you about how to best use the Services, new features or functionality of the Site, security warnings, planned Service disruptions, or promotional and advertising content. Furthermore, we may send to your device new versions or updates to Vision X, software patches or scripts (e.g., to improve security, performance, etc.), and new security enhancements.

4. Your Communications to Us or Others through Vision X. Many communications that you initiate through Vision X, including registering for Vision X, course registration, course participation, taking quizzes, uploading Subscriber Content, providing reviews, sending messages, etc., may include your Personal Information, including without limitation your name, your email address, your phone number, etc. Communications you initiate may also provide the recipient with aggregate information about you (such as names, email addresses, and location information).

5. No Communications with other Visitors or Subscribers. Grace Hill will not share your Personal Information with other Visitors, Subscribers, or with any other third party. However, Grace Hill reserves the right to analyze such Personal Information in order to provide its Services to you and improve its Services. Grace Hill may also encode or obfuscate the Personal Information to create de-identified personal information for data aggregation, performance analytics, comparative analysis, or statistical compilations (for example, to review learners' aggregate performance pertaining to quizzes, quiz questions, course progression, etc.). Grace Hill's creation of such de-identified Personal Information prevents the identification of a Visitor or Subscriber, which enables certain Services to be provided to other Visitors or Subscribers based on the de-identified Personal Information. We, or a third party engaged by us, may use the de-identified personal information to perform aggregation and/or data analytics to assist us in improving our Services for you and other Subscribers.

6. Third Party Communications. We do not share your Personal Information with any third parties, except as to the Service Provider(s) such as for hosting the Vision X. Except as specified to the contrary in paragraphs 7 –9 of this Section, we will not disclose your Personal Information that is generated or collected through your use of the Services without your consent or when carrying out your instructions (for example, to process your payment information).

7. Change in Control or Ownership of Grace Hill. If Grace Hill or any of its assets including without limitation the Vision X Site, or the Services are acquired or transferred by a third party, we will attempt to notify you so that you may make an informed decision about a new use (if any) of your Personal Information.

8. Communications in Case of Harm or Compliance with Applicable Law. We may disclose your Personal Information in special cases when we believe in good faith

that such disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property or the rights or property of our members, Subscribers, or others. We also may disclose your Personal Information when we believe in good faith that the law, legal process or a lawful investigation requires it.

9. Security. We exercise great care in providing secure transmission of your Personal Information between your device and our servers or those of a third party. We also take great care to protect your Personal Information that is stored off-line. Your Personal Information is handled by Grace Hill authorized personnel or third parties authorized by us (such as service providers that provide hosting services) that are subject to confidentiality obligations. Unfortunately, no data transmission over the Internet can be guaranteed to be secure, and we will not be held liable should a third party illegally obtain your Personal Information following Delivery (defined below) or prior to Receipt (defined below) of your Personal Information by Grace Hill. While we work hard to protect your Personal Information, we cannot ensure and do not warrant the security of any Personal Information you transmit to or from us, and you do so at your own risk.

Delivery and Receipt of Personal Information

Receipt and Delivery of Personal Information. You expressly acknowledge and agree that Grace Hill, its members, directors, officers, employees, and agents shall have no responsibility or liability whatsoever associated with any Personal Information prior to its Receipt by Grace Hill Equipment from any Subscriber or Visitor, or following the Delivery of Personal Information by the Grace Hill Equipment to any Subscriber or Visitor.

“Grace Hill Equipment” shall be defined as any server, firewall, database or other equipment on which the Services or underlying software are hosted including such equipment that is owned by Grace Hill or our service providers that provide hosting and other services for provisioning and maintaining the Vision X platform.

“Receipt” shall be defined as the instant at which any portion of your Personal Information, is detected or received by the Grace Hill Equipment from a communication path (for example, a wired and/or wireless communication path or link) over which your Personal Information is transmitted by a Subscriber or Visitor that is authorized to access or use the Services.

“Delivery” shall be defined as the instant at which any portion of your Personal Information, is transmitted by the Grace Hill Equipment and enters a communication path (for example, a wired and/or wireless communication path or link) over which the Personal Information is transmitted to a Subscriber or Visitor that is authorized to access or use the Services.

You expressly acknowledge and agree that Grace Hill shall have no responsibility whatsoever for any breach, loss, or theft of any Personal Information on any device of

Subscriber or Visitor that can access or use the Vision X Services, or during transmission (before receipt or after delivery) of such Personal Information to or from the Grace Hill Equipment.

Indemnification. You agree to the fullest extent permitted by applicable law to forever defend, indemnify, and hold harmless Grace Hill and its employees, directors, officers, successors, and assigns, including the Service Providers (the “*Indemnified Parties*”) from any and all loss, cost, liability, and expense (including reasonable attorneys’ and experts’ fees) arising out of any Visitor, Subscriber, their Internet service provider, or your own use, storage, duplication, copying, modification, transmission, loss, or theft of any Personal Information (i) after the Delivery from the Grace Hill Equipment of such Personal Information to Visitor, Subscriber, or third party including any Internet service provider, or (ii) prior to the Receipt by the Grace Hill Equipment of such Personal Information.

The Indemnified Parties reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide defense to the Indemnified Parties in that matter, but shall remain responsible to reimburse Grace Hill and each of the Indemnified Parties for their respective defense expenses. This section shall survive the termination or cancellation of this Privacy Policy or any termination or suspension of your use of or access to all or any aspect of the Services.

Your Choices and Obligations Regarding your Personal Information

Rights to Access, Change, or Delete Your Personal Information.

You may review or modify your Personal Information including your Profile, Contact Information, Access Credentials, or Context Information. To ensure that we can continue providing the Services, performing security functions (for example, authenticating your identity), and maintaining your Account, you are not permitted to delete certain Personal Information including your Contact Information, Access Credentials, device information and usage information.

Rights to Terminate and Delete Your Account.

You may terminate your Vision X Account at any time. When you request to terminate your Account we will retain a copy of your Profile including your usage history unless you request that such information be deleted. If you request that such information be deleted, your Profile including your usage history will be deleted from the Site and from Vision X servers. Because of the way we maintain Vision X, such deletion may not be immediate, and residual copies of your Profile (including your usage history) may remain on backup media for up to ninety (90) days. Notwithstanding the foregoing, Grace Hill reserves the right to retain some or all of your Personal Information if, in our sole

discretion, we determine that it is reasonably necessary to comply with applicable law, meet our legal obligations, comply with regulatory requirements, resolve disputes between Subscribers, prevent fraud and abuse, or enforce this Privacy Policy and the Vision X Terms of Use. Furthermore, Grace Hill reserves the right to retain a copy of a de-identified version of your Profile and all Subscriber Content, including Third Party Product Data, for its own business purposes.

Your Obligations and Warranty.

You have certain obligations under this Privacy Policy and in accordance with applicable law and regulations. Accordingly, you shall, at all times, abide by the terms and conditions of the this Privacy Policy and the Vision X Terms of Use as they may be amended from time to time, as well as other policies of Grace Hill, including the Master Service Agreement and also including respecting all intellectual property rights that may belong to third parties, such as trademarks or copyrights. You agree not to upload, copy or otherwise use or disseminate any information that may violate the rights of others including infringing or misappropriating any intellectual property rights of others, or which may be deemed to be injurious, defamatory, slanderous, libelous, untruthful, violent, offensive, racist, or xenophobic, or which may otherwise violate the purpose and spirit of Vision X and its community of Visitors and Subscribers. You warrant that any information that you provide, post, or upload to Vision X is (i) an original work by you or (ii) a work by someone other than you and from whom you have permission to provide such work to Vision X. You agree not to provide any information to Vision X that you are not authorized to provide. You further agree to keep your Access Credentials strictly confidential and to not share them with any unauthorized user or third party.

Any violation of your obligations, this Privacy Policy, or those set forth in the Vision X Terms of Use, the Master Service Agreement or elsewhere may lead to the restriction, suspension, or termination of your Account at the sole discretion of Grace Hill.

Policy Toward Children

VISION X, THE SITE AND THE SERVICES ARE NOT A WEBSITE OR ONLINE SERVICE THAT IS DIRECTED TOWARD CHILDREN UNDER THIRTEEN (13) YEARS OF AGE WITHIN THE MEANING OF THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT OF 1998 (COPPA), and no Services or Grace Hill Content are directed to persons under the age of thirteen (13) (the "*Minimum Age*").

If you become aware that your child has provided us with Personal Information without your consent, please contact us at notices@gracehill.com. We do not knowingly collect Personal Information from children below the Minimum Age. If we become aware that a child under the Minimum Age has provided us with Personal Information, we will take steps to promptly remove such Personal Information and terminate the Account associated with the child.