

Website Terms of Use and Agreement

You represent that you are of legal age to enter into an agreement in your state of residence. These terms of use (the “Terms”) are a binding contract (the “Agreement”) between you and Direct 1031 Exchange, LLC (“Direct 1031 Exchange”), which you have consented to receive in electronic form. The Terms govern your use of the website located at the url: <https://www.direct1031exchange.com> as well as all sites linked to [direct1031exchange.com](https://www.direct1031exchange.com) by Direct 1031 Exchange or its affiliates (collectively, the “Site”). By using the Site or any tools or services offered through or by the Site (collectively, the “Services”), you agree to be bound by all the Terms. Please read these Terms carefully.

At the time you use or register for any particular Service, you may also be required to agree to additional particular terms and conditions related to that Service, other Services, or the Site. Such terms and conditions are incorporated herein by reference and constitute part of the Terms.

Changes To This Agreement

Without prior notice to you, Direct 1031 Exchange may update or otherwise change any Terms at any time in its sole discretion. If you continue to use the Site or any Service thereafter, such continued use of the Site or any Service will constitute acceptance of such updates and changes and an agreement to be bound by the Terms, as thereby amended. If you do not agree to the updates and changes, you agree to discontinue your use of the Site and all Services. You can review the most current version of these Terms at any time on [Direct1031exchange.com](https://www.direct1031exchange.com).

Proprietary Rights; DMCA Notice

This Site is controlled and operated by Direct 1031 Exchange, LLC, 10080 West Alta Drive, Suite 125, Las Vegas, NV 89145, email: info@direct1031exchange.com, telephone: 866-411-1031. The Site and all materials on the Site, including images, scripts, text, and logos (collectively “intellectual property”), are protected by copyrights, trademarks, servicemarks, or other proprietary rights which are either owned by Direct 1031 Exchange or owned by other parties who have licensed their intellectual property to Direct 1031 Exchange. The compilation (meaning the collection, arrangement, and assembly) of all materials on the Site is the exclusive property of Direct 1031 Exchange and protected by U.S. and foreign laws and international copyright treaties. Material from the Site may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Use or modification of Direct 1031 Exchange's intellectual property in any form, including without limitation use on any other website, without express written authorization from Direct 1031 Exchange is a violation of Direct 1031 Exchange's copyrights and other proprietary rights and is strictly prohibited.

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DMCA Notice. Making claims of copyright and trademark infringement pursuant to 17 U.S.C. Section 512:

Direct 1031 Exchange respects the intellectual property of others and asks you to do the same. Square may, in appropriate circumstances and in its sole discretion, terminate all Services and access to the Site in the case of a user who infringes the intellectual property rights of others.

If you believe that your work has been copied and is available on the Site or in a Service in a way that constitutes copyright or trademark infringement, please provide Direct 1031 Exchange's Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or trademark interest;
- a description of the copyrighted work or trademark that you claim has been infringed, including the URL (i.e., the Web page address) or other electronic address of the location where the copyrighted work or trademark exists, or a copy of the copyrighted work or trademark;
- identification of the specific location on Direct 1031 Exchange's service where the material that you claim is infringing is located;
- your address, telephone number, fax number, and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or trademark owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or trademark owner or authorized to act on the copyright or trademark owner's behalf.

Direct 1031 Exchange's Copyright Agent for notice of claims of copyright infringement on Direct 1031 Exchange's service is who can be reached as follows:

- By mail: Direct 1031 Exchange, LLC, 10080 West Alta Drive, Suite 125, Las Vegas, NV 89145 Attn. Joe McQuade
- By phone: (866) 411-1031
- By e-mail: jmcquade@direct1031exchange.com

Indemnification

You agree to defend, indemnify, and hold harmless Direct 1031 Exchange and its officers, directors, employees, agents, representatives, third party providers and licensors from any claims, costs, losses, damages, judgments, and expenses, including without limitation reasonable attorney's fees, relating to or arising out of any breach of this Agreement or any use of the Site or any

Service by you, or by any other person using the Site through you or using your computer. This indemnification clause is intended to be only as broad as is permitted by the laws of the Nevada.

Disclaimer Of Warranty

THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE." USE OF THE SITE IS AT YOUR SOLE RISK.

SOME SITE CONTENT AND SERVICES MAY BE PROVIDED BY THIRD PARTY PROVIDERS AND OTHER USERS. DIRECT 1031 EXCHANGE IS ONLY A DISTRIBUTOR OF, NOT A PUBLISHER OF, AND HAS NO EDITORIAL CONTROL OVER SUCH CONTENT. ANY, STATEMENT (OPINION, OFFER, INFORMATION OR OTHER) OR SERVICE GIVEN OR PROVIDED BY ANY THIRD PARTY (INCLUDING ANY REGISTERED REPRESENTATIVE, BROKER/DEALER, MERCHANT, OR LICENSOR) IS THAT OF SUCH PROVIDER AND NOT OF DIRECT 1031 EXCHANGE.

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Limitation Of Liability

IN NO EVENT SHALL DIRECT 1031 EXCHANGE OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES (REGARDLESS OF THE FORM OF ACTION) ARISING OUT OF (i) USE OF THE SITE BY ANY PERSON, INCLUDING WITHOUT LIMITATION ANY DAMAGE CAUSED BY ANY RELIANCE ON, OR ANY DELAYS, INACCURACIES, ERRORS, OR OMISSIONS IN, ANY INFORMATION ACCESSED THROUGH THE SITE, OR (ii) ANY PROPERTY OR SERVICES DISCUSSED, PURCHASED, OR OBTAINED, DIRECTLY OR INDIRECTLY, THROUGH THE SITE, IN EACH CASE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Securities

The securities offered by Direct 1031 Exchange have not been registered under the securities laws (in reliance on the exemptions thereunder) and thus is not subject to the same disclosures, regulatory filings, and due diligence as public offerings. As such, securities offered by Direct 1031 Exchange are riskier for investors and constitute private placements which are restricted for sale, not publicly traded, and therefore illiquid. Direct 1031 Exchange does not expect there to be a market for any securities sold by Direct 1031 Exchange. No securities commission or other regulatory authority has examined any securities offering by Direct 1031 Exchange, and any representation to the contrary is unlawful. Private placements of securities are not FDIC, SIPC, or otherwise guaranteed or insured, may lose all or a part of their value for a wide variety of reasons, and may only be available to certain types of investors (including accredited investors) depending upon various regulatory requirements and the preferences of Direct 1031 Exchange and its advisors.

Investors that are not accredited may, subject to regulatory requirements, invest in certain investments from time to time available on the Site and known as “crowdfunding” offerings under Title III of the JOBS Act. SEC regulations require that unaccredited investors, prior to investing in any such investment, take an educational course available online.

This Site contains summaries of the purpose and principal business terms of the investments, each of which is intended for informational purposes only, is not a complete discussion, and is qualified in its entirety by reference to the more complete discussion set forth in its respective private placement memorandum related to the investment. Direct 1031 Exchange does not guarantee the performance of any offering made by Direct 1031 Exchange and any and all offering projections, estimates, and expectations are merely opinions and should not be relied on for any purpose whatsoever. Investments displayed on the Site are shown for potential investment; because Direct 1031 Exchange or a third party may have done performed basic due diligence respecting a property does not constitute an endorsement, recommendation, or representation or warranty as to the quality of any investment.

The information contained herein neither constitutes an offer for nor a solicitation of interest in any securities offering, any such offering can only made or accepted through the applicable subscription agreement and private placement memorandum, which you must review in the entirety to fully understand the implications and risks associated with relevant offering.

No person has been authorized to give any information or make any representations other than those contained in the applicable private placement memorandum and, if given or made, such information or representations must not be relied upon. No private placement memorandum constitutes an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorized, or in which the person making such an offer is not qualified to do so, or to any person to whom it is unlawful to make an offer or solicitation.

Neither the information contained herein, nor any prior, contemporaneous or subsequent communication should be construed by the prospective investor as legal, financial or tax advice. Each prospective investor should consult his own legal, tax and financial advisors to ascertain the merits and risks of any investment described herein prior to subscribing for such investment.

Direct 1031 Exchange and its principals, owners and executive officers will act as the manager, advisor, and/or controlling party of other limited liability companies, partnerships and other entities from time to time. Such parties may presently own properties similar to those in which Direct

1031 Exchange intends to invest, which may compete with other investments, and may acquire additional properties in the future that also may compete with other investments. Such parties also have existing responsibilities and, in the future, may have additional responsibilities, to provide management and services to a number of other entities. Any investment could be adversely affected by these conflicts of interests

Notwithstanding anything to the contrary herein, nothing herein shall be deemed to be a waiver, if such a waiver would be impermissible under any applicable securities law, including Section 14 of the Securities Act of 1933 and Section 29(a) of the Securities Exchange Act of 1934.

Privacy Policy

Please read our Privacy Policy (the "Privacy Policy") found at the following https://www.direct1031exchange.com/website_privacy.pdf. The Privacy Policy sets forth our policy for use of information that you submit to Direct 1031 Exchange.

Applicable Law; Jurisdiction And Venue

This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada and the Federal Arbitration Act, without giving effect to any principles of conflicts of laws, and you hereby consent to the exclusive jurisdiction of the state courts sitting in the County of Clark, Nevada and any federal courts sitting within a 50 mile radius of such state courts.

Arbitration

You and Direct 1031 Exchange agree any and all disputes and claims relating in any way to this Agreement (including the arbitrability of any claim or dispute and the enforceability of this paragraph), with the exception set forth in the next paragraph, shall be submitted to and resolved by means of confidential arbitration conducted in the County of Clark, Nevada. If you and Direct 1031 Exchange cannot agree on arbitrators, they shall be appointed by any judge of the Circuit Court of the County of Clark, Nevada. The arbitration shall be conducted under the then prevailing Commercial Arbitration Rules of the American Arbitration Association ("AAA"). You and Direct 1031 Exchange may litigate in court only to compel arbitration under this Agreement, to confirm, modify, vacate or enter judgment on the award rendered by the arbitrators, or as provided in the next paragraph. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby excluded. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other current or former user of the Site, whether through class arbitration proceedings or otherwise.

However, to the extent you have in any manner violated or threatened to violate Direct 1031 Exchange's intellectual property rights, Direct 1031 Exchange may seek injunctive or other appropriate relief in any state or federal court in the state of Nevada, and you consent to exclusive jurisdiction and venue in such courts for such purpose.

General Provisions

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements, claims, representa-

tions, and understandings of the parties in connection with the subject matter hereof, oral or written.

If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

The Site may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws and regulations.

Direct 1031 Exchange's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Direct 1031 Exchange's right to subsequently enforce such provisions or any other provisions of this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing.

Direct 1031 Exchange reserves any rights not expressly granted herein.