Terms of Service & Privacy Policy

The following Terms of Service (“Terms”) and privacy policy (“Policy”) governs the information practices used on www.jrivelleapartments.com (the “Website”) operated by the Jefferson Apartment Group and its subsidiaries, affiliates and related entities (referred to herein as "JAG", "we", "us", or "our") and applies to information, products and services (collectively, “Services”) provided by JAG in the U.S. and any videos, information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content") as set forth in the Terms for the Website. Throughout the terms and this Policy, we refer to information that personally identifies you as "personal information". All capitalized terms not otherwise defined in this Policy shall be as set forth in the above Terms for the website.

READ THESE TERMS CAREFULLY. THEY ARE A LEGAL CONTRACT GOVERNING YOUR USE OF THE SERVICES PROVIDED BY US THROUGH THE WEBSITE. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS, DO NOT ACCESS OR USE THE SERVICES. We may modify these Terms from time to time and your continued use of the Services following such change shall signify your agreement to be bound by the modified Terms.

I. Terms of Service

General.

You are responsible for your use of the Services, and for any Content you provide to the Services, and for any consequences thereof. The Content you submit will be viewed by us and through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms. JAG will not be responsible or liable for any use of your Content by JAG in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit. You hereby agree to indemnify, defend and otherwise hold us harmless from any and all demands, claims and actions by third parties (individually and collectively, "Claims"), and all liabilities, judgments, damages, fines, penalties, costs and expenses (including reasonable attorneys’ fees) incurred by such third parties in connection therewith (individually and collectively, "Liabilities"), resulting from any Claim that your Content infringes on the intellectual property or other proprietary rights of any third party, including any right of privacy.

You may use the Services only if you can form a binding contract with us and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services may include advertisements, which may be targeted to queries made through the Services, or other information. The types and extent of advertising by us on the Services are subject to change, and are governed by our Privacy Policy set forth below.

Passwords

You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Our Rights

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of JAG and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. JAG reserves all rights not expressly granted in these Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding JAG, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Copyright Policy

JAG honors the requirements set forth in the Digital Millennium Copyright Act. We respect the intellectual property rights of others and expect users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us.

Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Copyright Agent – JAG

Email: jaginfo@jagllc.com

If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information:

(i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;

(ii) identification of the copyrighted work claimed to have been infringed;

(iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

(iv) your contact information, including your address, telephone number, and an email address;

(v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, we will also terminate a user's account if the user is determined to be an infringer.

Disclaimers & Limitations of Liability

Please read this section carefully since it limits the liability of JAG and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the JAG Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

Your access to and use of the Services or any Content is at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, THE JAG ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The JAG Entities make no warranty and disclaim all responsibility and liability for:

(i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content;

(ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content;

(iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services;

(iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the JAG Entities or through the Services, will create any warranty not expressly made herein.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE JAG ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION

OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE JAG ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. $100.00).
THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE JAG ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

Termination
We may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We may cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or through the Services the next time you attempt to access your account. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: “General”, “Our Rights”, Copyright Policy”, “Disclaimer & Limitation of Liability” and “Termination”.
Nothing in this section shall affect JAG's rights to change, limit or stop the provision of the Services without prior notice.

II. Privacy Policy

Our Commitment to Privacy
We at JAG respect the privacy of your personal information. We provide this explanation about our online information practices regarding our Website as a show of our commitment to protect your privacy.

We do not sell or rent individual identification information collected during your use of our Website without your permission.

The Information We Collect
At the time you send us a communication through our Website, we collect and store such information as you may provide, which (depending on the circumstances) can include your name, address, telephone number, e-mail address. We may also collect other individual non-personal information, such as the date of your move and size of apartment desired.

In addition, we may automatically gather general statistical information about our Website and visitors, such as IP addresses, browsers, computer operating system, pages viewed, number of visitors, but in doing so we do not reference you by individual name, e-mail address, home address, or telephone number. We use this data in the aggregate to determine how much our customers use parts of our site so we can improve our site.

The Way We Use Your Information
We use the information we collect about you for the following purposes:

- to send you personalized information about our properties or services that we believe may be of interest to you such as through e-mail alerts and news updates;
- to process your rental application or your request for payment;
- to respond to your feedback or requests for information about our properties;
- to communicate to you important information regarding the site, changes to our Privacy Policy, and/or other administrative information;
- to statistically analyze site usage, to improve our content and to customize our site’s content, layout, and services.

- for risk control, to enforce our terms of use, to comply with laws and regulations and to comply with other legal process and law enforcement requirements. We may disclose or access information whenever we believe in good faith that the law so requires or if we otherwise consider it necessary to do so to maintain service and improve our products and services.

We may also ask you to provide us voluntarily with additional information regarding your interests, experience or requests which we may use to customize our service to you.

We may provide this statistical information to third parties, but when we do so we do not provide individual identification information without your permission.

We use your IP address to help diagnose problems with our server, to manage our Website and to enhance our site based on the usage pattern data we receive.

Disclosure of Your Personal information to Third Parties
We do not sell or trade your personal information to third parties. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this personal information confidential. We may also release your personal information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable information may be provided to other parties for marketing, advertising, or other uses. In the event of a sale, purchase, merger, or other reorganization of any business or property owned by any entity affiliated with JAG, personal or other information may be among the assets transferred to the purchaser(s) of such business or property.

Your Choices Concerning Our Use of Your Personal information
Outside of information we send to you at your request, we may use your personal information to deliver information to you that, in some cases, is targeted to your interests through promotional offers. If you do not wish to receive such communications, you can opt out by following the unsubscribe instructions at the end of our e-mail communications or by contacting us at jaginfo@jagllc.com.

The accuracy of the personal information we collect about you is important to us. To review, update, correct or delete this personal information, you can contact us at: jaginfo@jagllc.com. We reserve the right not to allow access to your personal information if we believe in good faith that such disclosure is prohibited by law or if the rights of another individual might be violated.

Your account can be deleted or deactivated but doing so will result in your not being able to access member services. Should you choose to cancel your account registration to our site, you may also request the deletion of your personal information by sending an email to jaginfo@jagllc.com. After we remove your personal information, some residual information may remain in our archives and records, but this information will not be used for any commercial purpose. We reserve the right to maintain information on registered visitors who have violated any of our policies or who have had their access to the site blocked.

If our site requests your consent to receive text messages on your telephone(s), you can manage all such notifications by signing into your account. You may opt-out of receiving further messages at any time by following the instructions provided within the resident portal. Standard message and data rates may apply to these messages. Your wireless carrier and other service providers also collect data about your text message usage, and their practices are governed by their own privacy policies.

Security of Your Personal information
We employ reasonable and current security methods to prevent unauthorized access, maintain data accuracy, and ensure correct use of personal information. [IF APPLICABLE: We employ encryption technology, protecting data at each point of transfer. Data is collected on our site using SSL (Secure Sockets Layer) security.]

We restrict access to personal information about you to those employees who need to know that information to provide products or services to you. Our employees maintain appropriate physical, electronic, and procedural safeguards to guard your personal information.

Whenever you voluntarily disclose personal information online - for example on message boards, through e-mail or in chat areas - that information can be collected and used by others. Although we may or may not provide such functionality through our Website, you should be aware of these risks.

No data transmission over the Internet or any wireless network can be guaranteed to be perfectly secure. As a result, while we try to protect your personal information, we cannot ensure or guarantee the security of any information you transmit to us, and you do so at your own risk.

Third Party Websites and Their Practices
This Policy only applies to JAG and our Website. Our Website has links to other websites for associated apartment properties including, by way of illustration and not limitation, properties available for lease, to assist us in processing apartment lease applications and to facilitate payment of rent (each, a “Third-Party Website”). The privacy policy of any Third-Party Website, or that of an advertiser or promotional service appearing at our Website, may differ from this Policy. We strongly encourage you to read that policy before responding to the offer or otherwise providing any personal information.

As we do not manage or control any Third-Party Websites, we are not responsible for and do not endorse the informational content or any products or services available on any Third-Party Website and do not make any representations regarding such content or accuracy whatsoever. We take no responsibility and assume no liability for any content in such sites, or for any mistakes, defamation, libel, slander, omissions, falsehoods, obscenity, pornography, or profanity contained on such sites. We are not liable for any technological, legal, or other consequences that arise out of your visit or transactions on any third-party sites. Your use of Third-Party Websites is at your own risk and subject to the terms and conditions of use for such sites. This means that we are not your agent and will not be a party to any contract you enter on such Third-Party Websites.

How We Use Cookies and Other Tracking Technologies
Cookies are small files that a site or its service provider transfers to your computer’s hard drive through your Web browser (if you allow) that enables the sites or service providers systems to recognize your browser and capture and remember certain information. We use cookies in a variety of ways, such as to compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

You may set your browser not to accept cookies or to notify you when you receive cookies, giving you the opportunity to decide whether to accept cookies, but if you do not accept cookies, your experience at this site may be degraded.

We may also use pixel tags (also known as "clear gifs," "web beacons" or "1-by-1 gifs"). These may be used in connection with certain pages of our site or with email messages to measure the effectiveness of our communications, to compile statistics about usage and response rates, and to assist us in resolving issues that may arise on this site.

An IP address is an identifier for a computer or device on a Transmission Control Protocol/ Internet Protocol ("TCP/IP") network, such as the World Wide Web. We use IP addresses to analyze trends, administer the website, track user movement, and gather broad demographic information for aggregate use.

We Do Not Target Children Under 13
Our website, products and services are all directed to people who are at least 18 years old or older. Notwithstanding the foregoing, we have no way of distinguishing the age of individuals who access our Website, and so we carry out the same Policy for individuals of all ages. Our services are not directed to

children under the age of 13. If a child has provided us with individual identification information without parental or guardian consent, the parent or guardian should contact us to remove the information and opt out of promotional opportunities (if any).

Changes to Our Policy
We may update this Policy from time to time. Your continued use of this Website after any such updates shall be subject to the revised Policy, but information collected before changes are made will be secured according to the previous Policy. We encourage you to periodically visit our Website to review this Policy to review any changes of our Privacy Policy.

Online Privacy Policy Only
This online privacy policy applies only to information collected through our website and not to information collected offline.

Your Consent
By using our Website, you consent to the collection and use of this information in the manner we describe.

Contact Us
If you have any questions or concerns regarding this Policy, please contact jaginfo@jagllc.com.

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