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## TERMS AND CONDITIONS

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O'Connor Boulevard, Suite 600, Irving, TX 75030, Attn: Chief Information Officer, E-mail: [DMCACompliance@c3cp.com](mailto:DMCACompliance@c3cp.com).

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

In the event you believe in good faith that any Content is otherwise in error, please contact us at [webmaster@c3cp.com](mailto:webmaster@c3cp.com) with, if possible, a description of the Content to be checked and the location (URL) where such Content can be found on the Site, if applicable, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable.

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You agree that your breach of these Terms and Conditions of Use may result in irreparable harm to Us and Our Affiliates which cannot be compensated by money damages, and that we shall be entitled to obtain injunctive relief for any such breach.

You agree to defend, indemnify, and hold harmless Us and Our Affiliates and our respective attorneys, licensors, predecessors, successors, and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of the Site, any arrangements you make based on the information available or through the Site, and any breach by you of these Terms and Conditions of Use or other improper act or omission.

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### **TERM AND TERMINATION**

These Terms and Conditions of Use take effect at the time you begin using the Site, thereby indicating acceptance of these Terms and Conditions of Use, and, at each use thereafter, you shall be deemed to have reaffirmed your acceptance of these Terms and Conditions of Use, whether or not specifically or periodically asked to do so. Resource reserves the right at any time in its sole discretion to deny any User access to the Site or any portion thereof and to terminate these Terms and Conditions of Use. Termination of access or these Terms and Conditions of Use may be effective without notice.

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If any part of these Terms and Conditions of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, such invalidity or unenforceability shall not affect the enforceability or validity of any other portion of these Terms and Conditions of Use, which shall remain in full force and effect and be construed as if the invalid or unenforceable portion were not part of these Terms and Conditions of Use, and, if possible, the then invalid or unenforceable provision will be deemed superseded and replaced by a valid, enforceable provision that most clearly matches the intent of the original provision. Any rights not expressly granted herein are reserved.

These Terms and Conditions of Use, and other terms and conditions and similar provisions that may be applicable to you regarding the Site, including any agreements and questionnaires you complete through the Site (all of which are hereby incorporated as if set forth fully herein), represent the entire agreement between us and you with respect to the use of and Content available on or through the Site, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between us and you with respect to the Site. Products and services offered by Resource shall also be governed by the applicable documentation with respect to such products and services.

## **BUSINESS CONTINUITY PLAN SUMMARY**

Resource relies on the Business Continuity Plan developed and administered by the parent company of its external manager, C-III Capital Partners LLC, regarding how we and our affiliates will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.



## **Contacting Us**

If after a significant business disruption, you cannot contact us as you usually do, you should call our Business Status hotline number at 972-868-5483. If you cannot reach one of our other offices, please call our New York Office at 212-621-3210.

## **Our Business Continuity Plan**

We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our clients and investors to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our Business Continuity Plan addresses data back-up and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical service provider impact; and regulatory reporting; and assuring our clients prompt access to their funds and securities if we are unable to continue our business.

Resource operates its production servers so that services can be restored in an alternate location promptly. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, our objective is to restore operations and be functioning critical applications in no more than one business day. Your communications with us may be disrupted until such time as our data is restored. Some critical services have faster expected restoration timelines and may experience no downtime at all in the event of a disruption, depending on the nature of the disruption.

## **Varying Disruptions**

Significant business disruptions can vary in their scope, such as those events only affecting our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business by the following business day. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and expect to recover and resume business within two business days.

If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our clients' prompt access to their records on file with us at the time of the disruption.

For more information, or if you have questions about our business continuity planning, you can contact us at 972-868-5300.