Ygnacio Center — Terms of Use

Last Updated: January 2025

Welcome to **ygnaciocenter.com** (the "Website"), operated by Ygnacio Center ("Ygnacio Center," "we," "our," or "us"). These Terms of Use ("Terms") govern your use of the Website. By accessing or using the Website, you agree to these Terms. If you do not agree, do not use the Website.

1. Acceptance of Terms

By using the Website, you confirm that you:

- Are at least 18 years old (or the legal age of majority in your jurisdiction),
- Have read, understand, and agree to these Terms, and
- Are authorized to act on behalf of an organization (if applicable).

If you do not accept these Terms, you must stop using the Website.

2. Website Content & Intellectual Property

All content on the Website—including design, text, images, graphics, floorplans, property visuals, branding, logos, videos, renderings, documents, and layout—is owned by Ygnacio Center or its licensors and is protected under intellectual property laws.

You may NOT:

- Copy, reproduce, modify, or distribute Website content
- Use content for commercial purposes without permission
- Scrape or harvest Website content through automated tools
- Reverse engineer or interfere with any Website features
- Remove, obscure, or alter copyright notices
- Create derivative works from Website materials
- Misrepresent Website content as your own

You are granted a **limited**, **revocable**, **non-transferable license** to access and use the Website for personal and informational purposes only.

3. Acceptable Use Policy

You agree **not** to:

- Use the Website for unlawful, fraudulent, or harmful purposes
- Attempt to bypass security or access restricted areas
- Upload or transmit malware, viruses, or harmful code
- Interfere with or disrupt Website operations
- Use bots, scrapers, or automated systems to extract data
- Misrepresent your identity or impersonate another person
- Submit false, incomplete, or misleading information
- Attempt to collect data about other users

Violations may result in suspended access or legal action.

4. Information You Submit

When you submit inquiries or messages through the Website—such as leasing inquiries, property questions, or service requests—you agree that:

- All information provided will be accurate and lawful
- We may use your information solely to respond to your request or communicate with you
- You will not submit confidential, sensitive, or proprietary information unless specifically requested through secure channels
- You retain responsibility for the content and legality of the information you submit

Information submitted through the Website is also governed by our **Privacy Policy**.

5. Property Information Disclaimer

The Website may include information regarding:

- Commercial leasing opportunities
- Amenities and property features
- Floorplans, renderings, and conceptual drawings
- Nearby businesses and services
- Future renovations or development plans

This information is for **informational purposes only** and may change without notice.

Ygnacio Center does not guarantee:

- Availability of leasing units
- Accuracy or completeness of property details
- Availability of specific amenities or features
- That all renderings represent final built conditions
- Pricing, square footage, or specifications

For current and official leasing information, contact us directly.

6. Third-Party Links & External Services

The Website may include links to third-party sites such as:

- Leasing partners
- Property management platforms
- Community resources
- Local businesses or services

Ygnacio Center is not responsible for:

- Content on third-party websites
- Accuracy or reliability of external information
- Privacy practices or security on external sites
- Services or products offered by third parties

Accessing external websites is at your own risk.

7. Disclaimer of Warranties

To the fullest extent permitted by law, the Website is provided "as is" and "as available."

Ygnacio Center does not warrant that:

- The Website will be available at all times
- The Website or server will be free from viruses or harmful components
- Any defects or errors will be corrected
- Content is accurate, current, or complete

• The Website will meet your expectations

You assume all risk associated with using the Website.

8. Limitation of Liability

To the maximum extent permitted under U.S. and California law:

Ygnacio Center and its owners, affiliates, employees, contractors, and representatives are **not liable** for any damages arising from:

- Use or inability to use the Website
- Website outages or errors
- Inaccurate or outdated information
- Unauthorized access or data breaches
- Viruses, malware, or harmful code
- Reliance on Website content
- Third-party links or external sites
- Loss of data, business, or profits

This includes direct, indirect, incidental, special, punitive, or consequential damages.

Your exclusive remedy is to stop using the Website.

9. Indemnification

You agree to indemnify and hold harmless Ygnacio Center from any claims, damages, losses, liabilities, or expenses resulting from:

- Your use or misuse of the Website
- Your violation of these Terms
- Your violation of applicable laws
- Content or information you submit

10. Privacy & Data Protection

Your use of the Website is subject to our **Privacy Policy**, which explains how we collect, use, protect, and manage personal information.

By using the Website, you agree to our data practices.

11. Copyright & DMCA Compliance

If you believe Website content infringes your copyright, you may submit a DMCA notice to:

Ygnacio Center

Address:

2033 North Main Street, Walnut Creek, CA 94596 1990 North California Blvd, Walnut Creek, CA 94596 2001 North Main Street, Walnut Creek, CA 94596

Phone: 925-935-2033

Email: <u>info@ynaciocenter.com</u>

We will respond to valid copyright requests promptly.

12. Modifications to These Terms

We may update or modify these Terms at any time. When we do, the "Last Updated" date at the top of this page will be revised.

Continued use of the Website after updates constitutes acceptance of the new Terms.

13. Governing Law & Jurisdiction

These Terms are governed by the laws of the **State of California** and applicable federal laws. Any disputes must be resolved exclusively in state or federal courts located in California.

14. Contact Information

For questions about these Terms, please contact:

Ygnacio Center

Address:

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