

# TERMS AND CONDITIONS

[ EFFECTIVE DATE: 05/21/2026 ]

This website, and the information, content and services it makes available (which, collectively, are referred to as the “Web Site”), is provided to you by **721 Lincoln Realty LLC**, its related entities and affiliates (collectively, “**733 Lincoln**” or “we” or “us”). These Terms and Conditions of Use (“Terms”) set forth the terms and conditions governing your use of the Web Site and constitute a binding agreement between you and **733 Lincoln**.

**PLEASE READ THESE TERMS CAREFULLY, AS THEY GOVERN YOUR USE OF THE WEBSITE AND YOUR LEGAL RIGHTS AND OBLIGATIONS.**

## MODIFICATIONS TO THESE TERMS

We may make prospective changes to these Terms from time to time in our sole discretion, by updating and posting the revised Terms on this Web Site, and specifying the effective date of the new version of the Terms. Your continued use of the Web Site following the posting of a new version of the Terms constitutes your acceptance of any such changes; provided, however, the prior terms in effect during prior uses will continue to govern those uses unless you otherwise consent.

## WEB SITE CONTENT

This Web Site contains a variety of information and content, including: (1) copyrighted material, such as information, text, directories, graphics, photographs, illustrations, floor plans, maps, images, video and audio clips, sound clips, advertising and promotional materials, data, software, compilations, designs, graphical interface, and overall “look and feel,” (2) trademarks, logos, trade names, service marks, and trade identities, whether registered or unregistered (collectively the “Trademarks”), and (3) other forms of information and intellectual property (all of the foregoing collectively and individually are referred to as “Content”). You may only use the Content as set forth in the Scope of Use section below and subject to these Terms. Without limiting the generality of the foregoing, the Web Site and its Content are subject to the following:

### Ownership

All right, title, and interest in and to the Content available via the Website is the property of **733 Lincoln** or its licensors. You may not copy or otherwise use any of the Content except as expressly authorized by these Terms.

### Accuracy

While we strive to keep the Content that we post on the Website accurate, complete, and up-to-date, we cannot and do not guarantee, represent, or warrant that any of the Content on this Website is accurate, complete, timely, or applicable to you. **733 Lincoln** will use reasonable efforts to include accurate and current information on the Web Site, but there may be occasions when information on the Web Site contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, availability, and other matters. **733 Lincoln** reserves the right to correct any errors and to update the Website information at any time.

### **Availability**

The Website (and the Content) may be unavailable from time to time for any reason, including for routine maintenance. You understand and acknowledge that, due to circumstances both within and outside of the control of **733 Lincoln**, access to the Web Site may be interrupted or suspended from time to time.

### **SCOPE OF USE**

You agree to use the Web Site solely for lawful purposes, and you agree that you shall at all times comply with these Terms and all applicable laws, statutes, rules, regulations, ordinances and the like applicable to your use of the Web Site and the Content. We grant you a nonexclusive, nontransferable, revocable, limited license to download (cache copy to enable viewing only) and view the Web Site, and to print copies of Web Site pages, only for your personal, non-commercial use. The foregoing license (i) does not give you any ownership of, or any other intellectual property interest in, the Web Site or the Content; and (ii) may be immediately suspended or terminated for any reason, in **733 Lincoln's** sole discretion, and without advance notice or liability. Except to the minimum extent otherwise expressly permitted under applicable law, you may not use any Content available via the Web Site in any other manner or for any other purpose without the prior express written permission of **733 Lincoln**. Any unauthorized use of any Content from the Website may violate copyright laws, trademark laws, privacy laws, and/or other laws or regulations.

### **REGISTRATION AND ACCURACY OF INFORMATION YOU PROVIDE**

Certain areas of the Website may require registration or may otherwise ask you to provide information to participate in certain features, to access certain Content, or to obtain certain services (including "Online Applications and Leasing" below), which you agree is subject to our Privacy Policy and our data practices described in it, to which you consent. The decision to register and provide this information is purely voluntary and optional; however, if you elect not to register or provide such information, you may not be able to utilize such portions of the Web Site. If you register with the Website, you (i) represent that you are at least the age of majority in your jurisdiction, and (ii) agree to provide true, accurate, current, and complete information about yourself, and where required, to maintain and update it promptly to keep it true, accurate, current, and complete.

### **SWEEPSTAKES, CONTESTS, AND PROMOTIONS**

Any sweepstakes, contests or other promotions ("Promotions") that may be offered via the Web Site will be governed by a separate set of rules that, in addition to describing such Promotion, may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the Promotion, use of Submissions you make, and disclosures about how your personal information may be used. It is your responsibility to read such rules to determine whether or not you are eligible and want to participate, register, and/or enter, and to determine the applicable terms and conditions of the Promotion. By participating in any Promotion, you will become subject to those official rules, and you agree to comply with and abide by such rules and the decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

## LINKS TO AND FROM THE WEB SITE

The Website may provide links to other websites and/or resources (including advertisements) that we do not maintain or which are not under our control (“Third Party Web Sites”). Your dealings with such Third Party Web Sites are solely between you and such third parties. We are not responsible for, and we make no representations or warranties with respect to, the content, products, services, personal information practices, ownership, or legality of any such linked Third Party Web Site unless expressly stated by us. Your use of such Third Party Web Sites is subject to the terms and conditions established by such third parties, and we encourage you to review their user terms and privacy policies before you use their services. Your access to and use of such Third Party Web Sites is solely at your own risk, and you agree that we will not be responsible or liable for any loss or damage of any sort that you may suffer as a result of your dealings with such Third Party Web Sites.

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Web Site, so long as: (1) the links only incorporate text, and do not use any Trademarks, (2) the links and the content on your website do not suggest any affiliation with us or cause any other confusion, and (3) the links and the content on your website do not portray us or our products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violates any right of any third party or is otherwise objectionable to us. We reserve the right to suspend or prohibit linking to the Web Site for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

## DISCLAIMER OF WARRANTIES

**YOU UNDERSTAND AND AGREE THAT THE WEB SITE AND ALL CONTENT ON IT IS PROVIDED ON AN “AS IS,” “AS AVAILABLE,” BASIS “WITH ALL FAULTS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 733 Lincoln EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND UNDERTAKINGS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.**

## INDEMNIFICATION

You agree to defend, indemnify, and hold harmless **733 Lincoln** and its affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) your use of the Web Site; (iii) your Submissions; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party including any intellectual property, publicity, confidentiality, property, or privacy right; or (vi) any misrepresentation made by you.

## GOVERNING LAW AND VENUE

These Terms and your use of the Web Site are governed by and construed in accordance with the laws of the State of NEW YORK STATE, without regard to its conflict-of-laws principles. You agree that any action at law or in equity arising out of or relating to these Terms or your use of the Web Site shall be filed only in the state or federal courts located in KINGS COUNTY, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action.

## GENERAL PROVISIONS

These Terms and our Privacy Policy constitute the entire agreement between **733 Lincoln** and you pertaining to your use of the Web Site and any information contained herein and supersedes any and all prior written or oral communications and/or agreements previously existing between us. Except as expressly set forth in these Terms, (i) no failure or delay by **733 Lincoln** in exercising any of the rights, powers, or remedies hereunder will operate as a waiver of that or any other right, power, or remedy; and (ii) no waiver or modification of any term of these Terms will be effective unless in writing and signed by **733 Lincoln**.