

# Monmouth Real Estate Investment Corporation

## Terms of Use

Welcome to the websites and online services (collectively, the “Websites”) hosted by Monmouth Real Estate Investment Corporation and its affiliates and subsidiaries (collectively referred to as “Monmouth”) and by third parties on Monmouth’s behalf. **PLEASE READ AND FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS OF USE (“TERMS OF USE”) CAREFULLY AND COMPLETELY BEFORE USING ANY OF THE WEBSITES. BY USING THE WEBSITES, YOU EXPRESSLY AGREE TO THE TERMS OF USE OUTLINED HEREIN.** If you do not agree with these Terms of Use, or if you are unwilling or unable to be bound by them, please do not use any of the Websites.

## Updates to Terms of Use

Monmouth reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms of Use, in whole or in part, at any time by posting revised Terms of Use on the Websites, and we will note at the bottom of this page the date that any changes are made. Changes in these Terms of Use will be effective when such changes are posted. Your continued use of the Websites after any changes to these Terms of Use are posted will be considered acceptance of those changes. It is your responsibility to periodically check this page so that you are aware of what are the Terms of Use regarding using the Websites. The amended Terms of Use will apply between us whether or not we have given you specific notice of any change. Monmouth may terminate, change, suspend or discontinue any aspect of the Websites, including the availability of any features of the Websites, at any time. The Websites may become unavailable due to maintenance or malfunction of computer equipment or for other reasons and may result in damages to your systems or operations. You shall be solely responsible for ensuring that any information or content obtained from the Websites does not contain any virus or other computer software code or subroutine designed to disable, erase, impair or otherwise damage your systems, software or data. Monmouth may also impose limits on certain features and services or restrict your access to parts or all of the Websites without notice or liability. Monmouth may terminate the authorization, rights and license given herein.

## Privacy Policy

Please review our [Privacy Policy](#), which also governs your use of the Websites, to understand our practices. The Privacy Policy may change from time to time, so review it with regularity and care. Your information and data from the Websites may be collected, used, disclosed and shared in accordance with the Privacy Policy and U.S. laws, rules and regulations. You consent to this collection, use, disclosure and sharing, including by Monmouth, as soon as you begin using the Websites.

## Your Use of the Websites

### General

We grant you permission to use the Websites subject to the restrictions in these Terms of Use. By using the Websites, you agree: (a) that you are 18 years or older and have the requisite power and authority to enter into these Terms of Use; (b) to accurately furnish all contact and other information requested by Monmouth and to promptly notify Monmouth of any change in the information; (c) to not use the Websites in violation of any laws, regulation or court order, or for any unlawful or abusive purpose; (d) to not use the Websites in any manner unintended by Monmouth; (e) to not use the Websites in any manner that could harm Monmouth, its service providers, its affiliates, or any other person; and (f) to comply with any other reasonable requirements or restrictions requested or imposed by Monmouth.

Your use of the Websites is at your own risk, including the risk that you might be exposed to Public Postings (as defined below) that are offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. If you are using the Websites on behalf of your employer, it means you are authorized to accept the Terms of Use and the Privacy Policy on your employer's behalf.

### **Prohibited Uses**

You are prohibited from using the Websites in a way that:

- is unlawful, threatening, bullying, violent, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, tortious, indecent, vulgar, profane, obscene, or that Monmouth deems in its sole discretion to be inappropriate for this Website;
- victimizes, harasses, "stalks," degrades, attacks or intimidates an individual or group of individuals on any basis, including but not limited to religion, gender, sexual orientation, race, ethnicity, age or disability;
- tries to gain unauthorized access to the Websites, their computers and networks, or their user data, or that otherwise modifies or interferes with the use or operation of the Websites;
- imposes an unreasonable or disproportionately large load on Monmouth's infrastructure, including but not limited to transmitting spam or using other such unsolicited mass emailing techniques;
- transmits or contains computer viruses or other disruptive, damaging or harmful files or programs; or
- otherwise violates these Terms of Use or any other guidelines or policies of Monmouth or posted on the Websites.

Monmouth will cooperate fully with any law enforcement officials and/or agencies if requested or required in the investigation of any users who violate these Terms of Use and may disclose your information to such law enforcement officials and/or agencies if required by law.

We are under no obligation to enforce the Terms of Use on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms of Use, we reserve the right to investigate and take appropriate action at our sole discretion.

## Use of Websites' Content

**ALL INFORMATION AND CONTENT INCLUDED ON THE WEBSITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MONMOUTH STRIVES TO PROVIDE ACCURATE AND UP-TO-DATE MATERIAL ON THE WEBSITES. HOWEVER, MONMOUTH MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OR TIMELINESS OF THE MATERIAL PROVIDED THROUGH THE WEBSITES. MONMOUTH ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS ON THE WEBSITES.**

## Other Websites

For your convenience, Monmouth may provide links to websites belonging to other companies. Those websites are not under the control of Monmouth, do not link to these Terms of Use, and we do not monitor, make any representation with respect to or assume any liability with respect to any third-party websites, including, without limitation, for any products or services that are advertised or available for purchase through such third-party websites. The fact that Monmouth has provided a link to such websites is not to be interpreted as an endorsement of their content. You shall remain solely responsible for protecting yourself from viruses and other destructive elements that may be present of those websites.

## Information Provided By Third Parties

The data provided by S&P GLOBAL MARKET INTELLIGENCE, A PART OF S&P GLOBAL INC. is for informational purposes only, and is not intended for trading purposes. Neither Monmouth or S&P GLOBAL MARKET INTELLIGENCE, A PART OF

S&P GLOBAL INC. nor their data or content providers guarantees the sequence, accuracy, or completeness of any stock price information or other data displayed, nor shall any such party be liable in any way to the reader or to any other person, entity, firm or corporation whatsoever for any delays, inaccuracies, errors in, or omission of any such information or data or the transmission thereof, or for any actions taken in reliance thereon or for any damages arising there from or occasioned thereby or by reason of non-performance or interruption or termination of the stock price information for any cause whatsoever.

## Securities of Monmouth; Investor Relations; No Endorsement, Advice or Professional Consultation

Material contained in the Websites, including without limitation the “Investor Relations” section, is for information purposes only and is not intended to constitute an offering of securities in any jurisdiction. This information is provided to you with the understanding that Monmouth’s provision of this information to you does not constitute the rendering of investment, consulting, legal, accounting, tax, career or other advice or services. There may be delays, omissions or inaccuracies in information obtained through your use of the Websites. The material on the Websites should not be regarded as an offer to sell, or a solicitation of an offer to buy, any securities of Monmouth. If you decide to use any material available on the Websites in assessing whether to buy or sell securities of Monmouth, please be aware that the material on the Websites reflects past performance and historical information only, and that such performance and information is not necessarily an indication of future performance. See the “Forward-Looking Statements” section below.

Since the Internet cannot be considered secure and because the information on this Website may appear different from original printed material, this information should not be used for the purpose of making business, investment or other decisions or used as a substitute for consultation with professional advisors. If you are contemplating investments in Monmouth, you should request printed copies of any such documents directly from Monmouth. Moreover, Monmouth does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, downloaded or distributed through the Websites by Monmouth, any user, information provider or any other person or entity. You acknowledge that any reliance upon such opinion, advice, statement, memorandum, or information shall be at your sole option and risk. Moreover, Monmouth does not grant any license or other authorization to you to use the Websites in any manner if such use (iv) in whole or in part suggests that Monmouth promotes or endorses any third party’s causes, ideas, political campaigns, political views, websites, products or services.

## Forward-Looking Statements

The Websites, including press releases, SEC filings and other documents posted, may contain various forward-looking statements and include assumptions concerning the operations, future results and prospects of Monmouth and its affiliates. These forward-looking statements are based on current expectations and are not guarantees of performance. The statements are subject to risk and uncertainties, which are difficult to predict and beyond the control of management. Actual performance and results will be subject to important economic and other factors that could cause the actual results or events to differ materially from those set forth or implied by any forward-looking statements and related assumptions contained within the Websites. Many of these risks, uncertainties and factors are identified in the reports Monmouth files with the Securities and Exchange Commission. Any such forward-looking statements (and any other dated materials) speak only as of the date made and Monmouth cautions you and other readers not to place undue reliance on them. Monmouth undertakes no obligation to update any forward-looking statement based upon new information, future events or otherwise.

## Monmouth’s Copyright and Trademarks

Certain content included on Websites, such as text, graphics, logos, button icons, images, and software, is the property of Monmouth or its content suppliers and is protected by United States and international copyright, trademark or other laws. Other marks that appear on this website may be claimed as trademarks or service marks by their respective owners, who may or may not be affiliated with Monmouth. The materials posted on the Websites by Monmouth may be retrieved solely for your own personal use or in connection with any business relationship between yourself and Monmouth and may be downloaded to your own hard disk or sent to a printer solely for that purpose. You may not copy, modify or distribute the contents of the Websites without the prior express written permission of Monmouth. Nothing contained herein confers by implication, estoppel or otherwise any license or right under any patent, trademark, copyright or other proprietary right of Monmouth. All rights reserved.

# Copyright Complaints, Infringement Notices and Takedown

Monmouth prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that any material contained on the Websites infringes your copyright, you should notify Monmouth of your copyright infringement claim in accordance with the following procedure. Monmouth will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act, or DMCA. The DMCA requires that notifications of claimed copyright infringement should be sent to the Websites' Designated Agent who is:

Monmouth Real Estate Investment Corporation  
3499 Route 9 North, Suite 3D  
Freehold, New Jersey 07728 USA  
ATTN: General Counsel  
Telephone: (732) 577-4031 Facsimile: (732) 577-9981

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

1. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. 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 the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has 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;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## Reporting Violations

If you see something on the Websites that you believe violates these Terms of Use, you may report it to us by contacting us. Reporting a piece of content does not guarantee that it will be removed from the Websites, including the Public Forum.

## Applicable Law; Invalidity of Provisions; No Waiver

These Terms of Use shall be construed and enforced in accordance with the laws of the State of New Jersey. In the event of a dispute concerning these Terms of Use, you expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts located in the State of New Jersey. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. Failure of Monmouth to act on or enforce any provision of these Terms of Use shall not be construed as a waiver of that provision or any other provision in these Terms of Use.

## Termination

Monmouth may terminate your access to the Websites at any time and for any or no reason. You shall have no recourse and Monmouth shall have no liability as a result of any such termination.

Notwithstanding anything to the contrary above, in the event of any termination of these Terms of Use or your access to the Websites, all provisions of these Terms of Use relating to license rights, warranties, confidentiality or privacy obligations, proprietary rights, limitation of liability and indemnification obligations shall continue in full force and effect, including Monmouth's right to use your Public Postings.

## Disclaimer of Warranty and Limitation of Liability

Your use of the Websites and material from the Websites is at your own risk. The Websites may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

While Monmouth attempts to convey accurate and current information on the Websites, the information provided on this website may contain typographical or technical errors. Information on this website is provided to you **"AS-IS" and "AS AVAILABLE"** and without warranty of any kind. Monmouth makes no warranties or representations that the Websites will be error-free, secure or uninterrupted, and assumes no liability or responsibility for any damage to you, your computer, or your other property, due to your access to, use of, or downloading of the Websites or any materials provided on the Websites. Monmouth makes no warranties or representations as to the accuracy, completeness or timeliness of the materials provided on the Websites. Monmouth assumes no liability or responsibility for any errors or omissions on the Websites. Monmouth expressly disclaims any obligation to update or correct information contained on this website and explicitly disclaims any duty to do so. You expressly agree that your use of the Websites is at your sole option and risk and as such you assume full responsibility and all risks arising from or relating to your use of the Websites. You must confirm the accuracy of any information presented on or through the Websites before relying on it in any way.

**NEITHER MONMOUTH, ITS AFFILIATES, DIRECTORS, PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, OFFICERS, SHAREHOLDERS, INVESTORS, REPRESENTATIVES, AGENTS, EMPLOYEES NOR CONTRACTORS WILL BE LIABLE TO YOU OR ANY OTHER PARTY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) IN CONNECTION WITH THE WEBSITES, EVEN IF MONMOUTH, ITS AFFILIATES, DIRECTORS, PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, OFFICERS, SHAREHOLDERS, INVESTORS, REPRESENTATIVES, AGENTS, EMPLOYEES OR ITS CONTRACTORS ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CLAIMS, INCLUDING, WITHOUT LIMITATION, CLAIMS IN CONTRACT AND TORT (SUCH AS NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS MAY NOT APPLY TO YOU.**

**WITHOUT LIMITING THE FOREGOING, THE WEBSITES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, MONMOUTH DOES NOT WARRANT THAT: (1) THE INFORMATION ON THIS WEBSITE IS CORRECT, ACCURATE OR RELIABLE; (2) THE FUNCTIONS CONTAINED ON THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (3) DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU HEREBY ACKNOWLEDGE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

## Indemnity

You hereby release, discharge and agree to indemnify, defend, and hold Monmouth, its affiliates, directors, predecessors, successors, parents, subsidiaries, officers, shareholders, investors, employees, representatives and agents harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your

access to or use of the Websites, (ii) your violation of the Terms of Use, (iii) any use of your Public Postings or Suggestions by Monmouth, (iv) any unauthorized use of your Public Postings or Suggestions by third parties once the Suggestion or Public Posting has been publicly disseminated, or (v) the infringement by you of any intellectual property or other right of any person or entity. Monmouth reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of Monmouth. Monmouth will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## Non-United States Residents

If you do not reside in the United States and are visiting the Websites, by providing Personal Information to us (as defined in the Privacy Policy), you understand and hereby consent to your Personal Information being transferred to and processed on computers in the United States and other countries. Do not provide your Personal Information to us if you do not want this information to be transferred or processed outside of your country, or if the laws in your country restrict these types of transfers. Instead, please contact us to make your inquiry. Your provision of Personal Information to us will be handled in accordance with the [Privacy Policy](#). Your provision of Personal Information to us through the Websites means that you agree to the terms of the Privacy Policy.

## How to Contact Us

Monmouth Real Estate Investment Corporation  
3499 Route 9 North  
Freehold, NJ 07728  
Office: [732 577 9996](tel:7325779996)  
Email: [mreic@mreic.com](mailto:mreic@mreic.com)

**MONMOUTH REAL ESTATE INVESTMENT CORPORATION**  
**TERMS OF USE**

**LAST REVISED: NOVEMBER 29, 2016**