Terms of Use

Use and Acceptance

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Modification

KBS may update and change this Site and/or these Terms of Use from time to time without notice to you. If KBS changes these Terms of Use, KBS will post the updated Terms of Use to this website and provide notice on the main page of this website. You agree that by using this Site or Services or engaging in any of the activities described in these Terms of Use after changes have been made to these Terms of Use, you are agreeing to accept and comply with the updated Terms of Use.

Authority

By using this Site, you represent, acknowledge and agree that you are at least 18 years of age, that you have the legal right and ability to agree to these Terms of Use and that you will use this Site, the Services, and any products or services received as a result of your use of the Services in a manner consistent with these Terms of Use.

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Please review the KBS Privacy Notice (the “Privacy Notice”) which explains how we use information that you submit to KBS.

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**Password Restricted Areas of this Site**

You need not register with KBS to simply visit and view this Site. However, in order to access certain password-restricted areas of this Site and to use certain Services and content offered on and through this Site, you must register with KBS for an account and receive a password.

If you desire to register for an account with KBS, you must submit your name, email address and proposed password through the account registration page on this Site. You may also have the ability to provide additional optional information, which is not required to register for an account but may be helpful to KBS in providing you with a more customized experience when using this Site or its Services. The registration and other information that you provide is subject to the Privacy Notice. Once you have submitted your account registration information, KBS shall have the right to approve or reject the requested registration, in its sole discretion. If your account is approved, you will be permitted to log on to this Site using the password you created (the “Password”).

You are responsible for maintaining the confidentiality of your Password and you are responsible for all activities that occur using your Password. You agree not to share your Password, let others access or use your Password or do anything else that might jeopardize the security of your Password. You agree to notify KBS if your Password is lost or stolen, if you are aware of any unauthorized use of your Password, or if you know of any other breach of security in relation to this Site.
All the information that you provide when registering for an account and otherwise through this Site must be accurate, complete and up to date. You may change, correct or remove any information from your account by either logging into your account directly and making the desired changes.

Submissions

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You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through this Site.

When you provide Submissions you agree that those Submissions shall not be in violation of the “Unauthorized Activities” paragraph below. Those prohibitions do not require KBS to monitor, police or remove any Submissions or other information submitted by you or any other user.

Unauthorized Activities

When using this Site and/or the Services, you agree to abide by common standards of etiquette and act in accordance with the law. For example, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
• Use racially, ethnically, or otherwise offensive language.
• Discuss or incite illegal activity.
• Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
• Post anything that exploits children or minors or that depicts cruelty to animals.
• Post any copyrighted or trademarked materials without the express permission from the owner.
• Disseminate any unsolicited or unauthorized advertising, promotional materials, ‘junk mail’, ‘spam’, ‘chain letters’, ‘pyramid schemes’, or any other form of such solicitation.
• Use any robot, spider, scraper or other automated means to access this Site.
• Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
• Alter the opinions or comments posted by others on this Site.
• Post anything contrary to our public image, goodwill or reputation.

This list of prohibitions provides examples and is not complete or exclusive. KBS reserves the right to terminate access to your account and your ability to post to this Site with or without cause and with or without notice, for any reason or no reason, or for any action that KBS determines is inappropriate or disruptive to this Site or to any other user of this Site.

KBS may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at KBS’s discretion, KBS will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.

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The securities offered on this Site have not been registered under the Securities Act of 1933, in reliance on the exemptive provisions of Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder or Section 3(b)(2) of the Securities Act and Regulation A promulgated thereunder. Securities sold through Rule 506 private placements are restricted and not publicly traded, and are therefore illiquid. KBS does not expect there to be a market for any securities sold on this Site. Neither the U.S. Securities and Exchange Commission nor any state securities commission or other regulatory authority has approved, passed upon or endorsed the merits of any offering on this Site. Any representation to the contrary is a unlawful.

Investment overviews on this Site contain summaries of the purpose and principal business terms of the investment opportunities. Such summaries are intended for informational purposes only and do not purport to be complete, and each is qualified in its entirety by reference to the more detailed discussions contained in the private placement memorandum or offering circular related to a specific investment opportunity. You further represent and agree that you understand that KBS does not guarantee the performance of any offerings made through this Site and any and all projections, estimates, and expectations for investments offered through this Site are merely opinions and should not be relied on for any purpose whatsoever. The value of investments and the income from them can fall as well as rise. Past performance is not a guarantee of future performance.

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All fees are exclusive of any applicable sales, use, import or export taxes, duties, fees, value-added taxes, tariffs or other amounts attributable to your use of the Services (collectively, “Taxes”). You are solely responsible for the payment of any such Taxes. In the event we are required to pay Taxes on your behalf, you shall promptly reimburse us for all amounts paid.

Third Party Intellectual Property Infringement

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- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Identification of the copyrighted and/or trademarked work claimed to have been infringed or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- 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 at this Site, and information reasonably sufficient to permit KBS to locate the material.
- Information reasonably sufficient to permit KBS to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law. 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 owner of an exclusive right that is allegedly infringed. KBS’s agent for notice of claims of copyright or trademark infringement on this Site can be reached as follows:

  KBS
  800 Newport Center Drive
  Suite 700
  Newport Beach, CA 92660
  ir@kbsdirect.com or (855) 434-4527

Please also note that for copyright infringements under Section 512(f) of the Copyright Act of 1976, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Submitting a Digital Millennium Copyright Act (“DMCA”) Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to KBS’s designated agent that includes all of the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which KBS may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.
Termination of Repeat Infringers

KBS reserves the right, in its sole discretion, to terminate the account or access of any user of this Site and/or the Services who is the subject or repeated DMCA or other infringement notifications.

Severability; Waiver

If a court determines that any portion of these Terms of Use is illegal or unenforceable, then such portion will be eliminated and the remaining Terms of Use will remain in force and effect. KBS’s failure to enforce any of these Terms of Use is not a waiver of such term.

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Entire Agreement; Jurisdiction and Choice of Law and Forum; Arbitration

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