

**RXR Realty Investments LLC
RXR VOLUNTEER TERMS OF SERVICE**

Date of Last Revision: April 2, 2020

RXR Realty Investments LLC (“Company,” “we,” “us,” “our”) provides its services (described below) to you through its website located at <https://www.rxrvolunteer.com> (the “Site”) and may in the future provide such services through its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. If you are under 18 years of age, you are not authorized to use the Service, with or without registering.

THESE TERMS OF SERVICE ARE ENTERED INTO BY AND BETWEEN YOU (“YOU”, “YOUR”), AS A VOLUNTEER (AS DEFINED BELOW) OR AN ORGANIZATION (AS DEFINED BELOW), AND COMPANY, AND GOVERN YOUR USE OF THE SERVICES. BY CREATING A VOLUNTEER ACCOUNT (AS DEFINED BELOW) OR ORGANIZATION ACCOUNT (AS DEFINED BELOW), USING THE SERVICES OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THESE TERMS OF SERVICE (THE EARLIEST OF WHICH IS REFERRED TO HEREIN AS THE “ACCEPTANCE DATE”), YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THESE TERMS OF SERVICE, ARE BOUND BY THESE TERMS OF SERVICE, AND HEREBY AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU ARE AN INDIVIDUAL ENTERING INTO THESE TERMS OF SERVICE ON BEHALF OF AN ORGANIZATION, YOU HEREBY REPRESENT AND WARRANT TO COMPANY THAT YOU ARE AUTHORIZED TO ENTER INTO THESE TERMS OF SERVICE ON BEHALF OF SUCH ORGANIZATION AND BIND SUCH ENTITY TO THE TERMS AND CONDITIONS CONTAINED HEREIN, IN WHICH CASE, THE TERMS “YOU” AND “YOUR” WILL REFER TO SUCH ORGANIZATION. IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS HEREIN OR ARE NOT AN AUTHORIZED AGENT FOR THE ORGANIZATION ENTERING INTO THESE TERMS OF SERVICE, YOU MAY NOT CREATE A VOLUNTEER ACCOUNT OR ORGANIZATION ACCOUNT, AS APPLICABLE, OR OTHERWISE USE THE SERVICES.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at <https://www.rxrvolunteer.com>. All such terms are hereby incorporated by reference into these Terms of Service.

Access and Use of the Service

Services Description: The Service is designed to connect individuals who reside, work or stay in a residential or commercial property, as applicable, owned and operated by an affiliate of the Company (such property, the "Property"), and partners, investors, service providers and others with a relationship to the Company (each such individual, the "Volunteer" or collectively the "Volunteers") with 501(c)(3) non-profit and/or other organizations (each an "Organization" and collectively the Organizations") who have a volunteer opportunity (each a "Need") for which they are looking for individual volunteers.

As part of the Service, the Company will review the submitted Needs and select, in its sole discretion, those that it elects to connect with Volunteers. Additionally, the Company may select, in its sole discretion, certain Needs to publicly post on the Service and certain Needs to feature on the homepage of the Service. The Company may reject a Need for any reason, including but not limited to the Organization's failure to answer each required question/field in the submission form for submitting a Need. The Organization is solely responsible for submitting a proposed Need reasonably in advance of the start date of the Need (if applicable), but Company does not guarantee that it will review the Need and match a Volunteer, and/or post such Need to the Service (if applicable), by a specific date. Once approved and selected by the Company, a Need, including the User Content (as defined below under the heading "User Content") submitted by the Organization with its submission, may be posted publicly on the Service. As part of the Service, Volunteers can sign up to volunteer for Needs by completing the volunteer application on the Service (the "Application") and providing the Application Data (as defined below). In the future, the Service may allow Volunteers to submit an application to volunteer in connection with a specific Need posted to the Service during the application entry period indicated on the Service. Upon receipt of a Volunteer's Application, the Company will review such Application and confirm that the Volunteer is eligible to use the Service based on these Terms of Service and once confirmed the Volunteer's Public Profile (as defined below) will be publicly posted to the Service (subject to Volunteer's right to "opt out" as described below). Upon receipt of a Need (other than those that Company rejects in its sole discretion), the Company will review such Need and the Volunteers who have submitted an Application through the Service and will determine, in its sole discretion, if there is a potential match between a Volunteer and such Need based on the Volunteer's Application Data and the description of the Need, the required skills and the other relevant Application Data provided by the Organization. In the future, if a Volunteer is able to select a specific Need that it wishes to volunteer in connection with, then upon receipt of an application to volunteer for a specific Need the Company will review such application and either match the Volunteer with the Organization for the specific Need that the Volunteer applied for or reject such Volunteer's application, in its sole discretion. The Company may decline to match a Volunteer with a Need, and vice versa, and an Organization may decide not to engage a Volunteer, based on any factors that are not prohibited by law. The Company and any Organization using the Services, will not decline, or impose different terms or conditions on, a Volunteer based on race, color, ethnicity, national origin, religion, sexual orientation, gender identity or marital status.

By submitting a Need or applying to be a Volunteer, as applicable, you hereby represent and warrant that: (a) all User Content you submit in connection with submitting a Need or applying to be a Volunteer, as applicable, is truthful and accurate, and does not contain any material omissions; and (b) you will maintain the accuracy of such information.

Your Registration Obligations: As a Volunteer, you may be required to create a profile or register for an account with Company (a "Volunteer Account") in order to access and use certain features of the Service, including submitting an indication of interest to volunteer in connection with Needs. As an Organization, you may be required to create a profile or register for an account with Company (an "Organization Account", and together with a Volunteer Account, each an "Account") in order to access and use certain features of the Service, including submitting a Need to the Company for which you are looking for volunteers. If you choose to register for the Service and create a Volunteer Account or Organization Account (as applicable), you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form and provide all information that is indicated as "required" as part of the registration process (e.g., with respect to a Volunteer, your first and last name, your email address, the Property where you work, reside or stay (as applicable), your employer, job title, relationship to Company, a description of your current role and statement of interest, description of expertise and skills; and with respect to an Organization, the first and last name and email address of the individual

authorized to enter into these Terms of Service on behalf of the Organization, the Organization's legal entity name, the type of Need, a description of the organization, an overview of the Need and any specific skills requirements). Any such User Content that you provide when creating an Account is referred to herein as "Application Data". As a Volunteer the following items from your Application Data will be used by the Company to create your "Public Profile" unless you check the box in the Application to "opt out" from the Public Profile feature when submitting your application: first and last name, job title, description of your current role and statement of interest, your photo (if you provide one), your volunteer video testimonial (if you provide one) and a link to your LinkedIn profile (if you provide one). As an Organization the following items from your Application Data may be used by the Company to create the Organization's "Public Profile": the Organization's legal entity name, a description of the Organization, an overview of the Organization's Needs and any specific skill requirements. By creating an Account, you agree that the Company may make your Public Profile publicly available on the Service and contact you at the email address connected with your Account or the messaging platform provided by the Service (if available) in order to match Volunteers and Organizations, and following that initial connection, the Volunteers and Organizations can communicate with one another in the same manner. Notwithstanding the foregoing, a Volunteer can "opt out" from a Public Profile at the time of submitting their Application and may also subsequently "opt out" by emailing customer support at Contact@rxrvolunteer.com and requesting that their Public Profile be removed from the Service. A Volunteer and/or Organization may also update their Public Profile at any time by emailing customer support at Contact@rxrvolunteer.com and requesting a specific update. The Company will promptly process any such "opt out" or Public Profile update requests. Registration data and certain other information about you are governed by our Privacy Policy.

By creating an Account, the Company may request your affirmative consent in order to provide promotional emails or offers via a periodic email newsletter. In creating an Account the Company will automatically activate your subscription to receive periodic promotional email newsletters regarding the Company and its affiliates, but such promotional email newsletters will be completely optional. You are not required to keep your subscription to such promotional email newsletters in order to be eligible to use the Services. You may subsequently opt-out of receiving such promotional email newsletters at any time by clicking the "unsubscribe" link in the newsletter and following the procedures set forth at such link.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and Account, if any, and are fully responsible for any and all activities that occur under your password or Account. You agree to (a) immediately notify Company of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your Account at the end of each session when accessing the Service. Company will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service: Company reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Company will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

General Practices Regarding Use and Storage: You acknowledge that Company may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Company's servers on your behalf. You agree that Company has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Company reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Mobile Services: The Service may include certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to access and browse the Service through a mobile application downloaded and installed on a mobile device (collectively, the "Mobile Services"). By using the Mobile Services, you agree that we may communicate with you regarding Company and other entities by in-app messaging, phone calls, SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services

may be communicated to us. By using the Mobile Services, you consent to receive information from us via SMS and/or MMS messages sent through an automated telephone dialing system ("Text Service"), even if you have opted in to the National Do Not Call List, any state Do Not Call List, or the internal Do Not Call List of any company. You may be required to respond to an initial message as instructed to complete your registration and confirm enrollment in the Text Service. The enrollment process will disclose the program, frequency of messages, and options to cancel your enrollment. You do not have to participate in the Text Service in order to use the Mobile Services. In the event you no longer want to participate in the Text Service, you agree to notify us directly. In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that messages or information meant for you are not sent to the person that acquires your old number.

There is no additional charge for the Text Service, but your mobile carrier's standard message and data rates apply to any messages you send or receive through the Text Service, including confirmations and subsequent texts. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device, and downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier. We are not liable for any delays in the receipt of, or any failures to receive, any SMS or MMS messages, as delivery is subject to effective transmission by your mobile carrier and compatibility of your mobile device. Please contact your mobile carrier if you have any questions regarding these issues or your mobile data and messaging plan.

As described in the Text Service enrollment and welcome messages, including messages sent to a shortcode associated with the Text Service or by reply to any message you receive from us, you may text "STOP" to cancel or "HELP" for customer support information. If you choose to cancel your Text Service, you agree to receive a final text message from the Text Service confirming your cancellation.

Conditions of Use

User Conduct: You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise provide via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by Company. Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the Account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

- a) email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Company or its users to any harm or liability of any type;
- b) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
- c) violate any applicable local, state, national or international law, or any regulations having the force of law;
- d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

- e) solicit personal information from anyone under the age of 18;
- f) harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- g) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- h) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- i) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

Special Notice for International Use; Export Controls: Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. If you are a Volunteer, the Service is for your personal use only.

Third Party Distribution Channels

Company may offer Software applications, including a mobile application, that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple", and such software, "Apple-Enabled Software") or third parties that operate using the Android operating system, which is owned by Google Inc. ("Google" which, together with Apple, is referred to herein as the "Distribution Channel"; such software together with the Apple-Enabled Software, the "Distribution Channel-Enabled Software"). If you obtain such Distribution Channel-Enabled Software you may be subject to additional terms of the Distribution Channel. These Terms of Service are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third party products and services.

With respect to the Distribution Channel-Enabled Software, in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- Company and you acknowledge that these Terms of Service are concluded between Company and you only, and not with the Distribution Channel, and that as between Company and the Distribution Channel, Company, not Distribution Channel, is solely responsible for the Distribution Channel-Enabled Software and the content thereof.
- You may not use the Distribution Channel-Enabled Software in any manner that is in violation of or inconsistent with the usage rules set forth for Distribution Channel-Enabled Software in, or otherwise be in conflict with, the applicable distribution channel terms of service (the "App Store Terms of Service").
- Your license to use the Distribution Channel-Enabled Software is limited to a non-transferable license to use the Distribution Channel-Enabled Software on an iOS Product or Android-based product, as applicable, that you own or control, as permitted by the usage rules set forth in the App Store Terms of Service.

- The Distribution Channel has no obligation whatsoever to provide any maintenance or support services with respect to the Distribution Channel-Enabled Software.
- The Distribution Channel is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Company's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- Company and you acknowledge that Company, not the Distribution Channel, is responsible for addressing any claims of you or any third party relating to the Distribution Channel-Enabled Software or your possession and/or use of that Distribution Channel-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Distribution Channel-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Distribution Channel-Enabled Software or the end-user's possession and use of that Distribution Channel-Enabled Software infringes that third party's intellectual property rights, as between Company and the Distribution Channel, Company, not Distribution Channel, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Distribution Channel-Enabled Software, they should be directed to Company as follows:

RXR Realty Investments LLC
 625 RXR Plaza
 Uniondale, NY 11556
 Tel: 516-506-6616
 Attn: Jason Barnett
Contact@rxrvolunteer.com

The Google Play marketplace is owned and operated by Google. Your use of Google Play is governed by a legal agreement between you and Google consisting of the Google Terms of Service (found at <http://www.google.com/accounts/TOS>) and the Google Play Terms of Service (found at https://play.google.com/intl/en-US_us/about/play-terms.html). In addition, your use of Google Play is subject to the Google Play Business and Program Policies (<http://play.google.com/about/android-developer-policies.html>). The Google Play Market Terms of Service, Google Play Business and Program Policies, and Google Terms of Service will take precedence in that order in the event of a conflict between them, to the extent of such conflict.

Company and you acknowledge and agree that the Distribution Channel, and Distribution Channel's subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Distribution Channel-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, the Distribution Channel will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Distribution Channel-Enabled Software as

a third party beneficiary thereof.

Intellectual Property Rights

Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Company, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Company from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of Company, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Company.

The Company name and logos are trademarks and service marks of Company (collectively the “Company Trademarks”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Company. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Company Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Company Trademarks will inure to our exclusive benefit.

Third Party Material: The Company makes no representations or warranties as to the User Content, conduct, identity, intentions, legitimacy or veracity of users, including Volunteers and Organizations. The Company does not conduct criminal background or identity verification checks on its users. Under no circumstances will Company be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Company is not obligated to, but may, pre-screen content including the User Content, but that Company and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content (including User Content) that is available via the Service. Without limiting the foregoing, Company and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Company, in its sole discretion, to be otherwise objectionable. The Company reserves the right to conduct – and you authorize the Company to conduct – any criminal background check, sex offender screening or other screenings at any time using available public records, and you agree that any information you provide may be used for that purpose. If the Company decides to conduct any screening through a consumer reporting agency, you hereby authorize the Company to obtain and use a consumer report about you to determine your eligibility to use the Services under these terms. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Content: With respect to the content, photo(s), video(s) or other materials you upload through the Service or share with, or otherwise provide to, other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein or possess sufficient legal rights to use such User Content in the manner you have. As a Volunteer, when applying to volunteer in connection with a Need you may be required to provide Application Data, which along with your Account details, photo(s), video(s) and any other information or content you provide shall be deemed your “User Content”. As an Organization, when creating an Account you may be required to provide your logo, slogan and social media account urls, Application Data and other items such as the mission/impact statement of

your organization, the year the organization was formed, the current number of employees, the legal entity type, geographic scope of work, sector of focus, annual operating budget, primary revenue source, a description of the Need (including date, location and time) and images associated therewith, a description of the cause and the types of volunteers that are desired (including suggested skills and availability), which along with your Account details and any other information or content you provide shall be deemed your "User Content". Subject to these Terms of Service, by uploading any User Content you hereby grant and will grant Company and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content (including your likeness) in connection with the operation of the Service or solely with respect to Organizations, the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service ("Submissions"), provided by you to Company are non-confidential and Company will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Other than selecting which Needs to publicly post on the Service, you acknowledge and agree that the Service is merely a passive conduit for the distribution and publication of User Content uploaded by either a Volunteer or an Organization. As such, the Company has no editorial control over such User Content and does not monitor any content (including User Content) uploaded by a third party for accuracy or reliability. Company neither endorses nor is responsible for the accuracy or reliability of any User Content, other content, opinion, advice, information, or statement made on the Service by any third party.

You acknowledge and agree that Company may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Company, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Copyright Complaints: Company respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Company of your infringement claim in accordance with the procedure set forth below.

Company will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Company's Copyright Agent at Contact@rxrvolunteer.com (Subject line: "DMCA Takedown Request"). You may also contact us by mail or facsimile at:

RXR Realty Investments LLC
625 RXR Plaza
Uniondale, NY 11556
Tel: 516-506-6616
Attn: Jason Barnett

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;

- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within New York, NY and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Company will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, users who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet (e.g. Sendspark). Company has no control over such sites and resources and Company is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are strictly between you and the third party, and you agree that Company is not liable for any loss or claim that you may have against any such third party.

Responsibility for Dealing With Third Parties

If you are using the Service as a Volunteer, your correspondence and/or ensuing relationship with an Organization, other nonprofit and public service organizations, volunteers, partners, advertisers, sponsors or other third parties found on, through or related to the Services, including communicating via email or direct messages with an Organization after Company has matched you with a Need, acceptance of volunteer opportunities, and any other terms or conditions associated with such dealings, are solely between you and the applicable Organization or other applicable third party you choose to deal with. YOU AGREE THAT COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, DAMAGE, OR OTHER LIABILITY OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH

DEALINGS, OR AS THE RESULT OF THE PRESENCE OF SUCH PARTIES ON THE SERVICE, THE MATCHING OF YOU TO A NEED, AND YOU HEREBY IRREVOCABLY WAIVE ANY CLAIMS AGAINST COMPANY ARISING FROM OR RELATED TO YOUR RELATIONSHIP WITH AN ORGANIZATION OR OTHER THIRD PARTY.

If you are using the Service as an Organization to find volunteers to fill Needs, your correspondence or ensuing relationship with the volunteers found on or through the Services, including communicating via email or direct messages with a Volunteer after Company has matched you with the Volunteer, including posting Needs, and any other terms or conditions associates with such dealings, are solely between you and the Volunteer. YOU AGREE THAT COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, DAMAGE, OR OTHER LIABILITY OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS, OR AS THE RESULT OF THE PRESENCE OF SUCH PARTIES ON THE SERVICE, THE MATCHING OF YOU TO A VOLUNTEER, AND YOU HEREBY IRREVOCABLY WAIVE ANY CLAIMS AGAINST COMPANY ARISING FROM OR RELATED TO YOUR RELATIONSHIP WITH A VOLUNTEER.

Indemnity and Release

You agree to release, indemnify and hold Company and its affiliates and their officers, employees, directors and agents (collectively, "Indemnitees") harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) or property damage arising (directly or indirectly) out of or relating to your use of the Service, your dealings and interactions with Volunteer or Organization, as applicable, participation in connection with any Need, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "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." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

COMPANY MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in this Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Company, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Service, you and Company are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND COMPANY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

c. Pre-Arbitration Dispute Resolution

Company is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at Contact@rxrvolunteer.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Company should be sent to RXR Realty Investments LLC, 625 RXR Plaza, Uniondale, NY 11556, Attn: Jason Barnett ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set

forth the specific relief sought. If Company and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Company or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Company is entitled.

d. Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Company and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Company will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Company will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

f. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that

is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of the Terms of Service will continue to apply.

h. Future Changes to Arbitration Agreement

Notwithstanding any provision in this Terms of Service to the contrary, Company agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Company written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

Termination

You agree that Company, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Company may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Company will not be liable to you or any third party for any termination of your access to the Service.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Company will have no liability or responsibility with respect thereto. Company reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

General

These Terms of Service constitute the entire agreement between you and Company and govern your use of the Service, superseding any prior agreements between you and Company with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of New York without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Company agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New York, NY. The failure of Company to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Company, but Company may assign or transfer this Terms

of Service, in whole or in part, without restriction. In addition, the Company may subcontract or delegate to other parties (including affiliates) its rights and obligations under these Terms of Service, including the performance of any or all of the Services. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

Your Privacy

At Company, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

Questions? Concerns? Suggestions?

Please contact us at Contact@rxrvolunteer.com to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.