

FOREST CITY RESIDENTIAL MANAGEMENT, INC

Privacy Policy

Forest City Residential Management, Inc. ("FCRMI") is committed to respecting the privacy of individuals with whom we interact. To better enable you to manage your privacy, we provide this notice to explain our online information practices and the choices you have about the way your personal information is collected and used.

Except as otherwise discussed in this Privacy Policy, this policy only addresses the use and disclosure of information we collect from you. Any site that is accessible through our site has its own privacy policies and practices for data collection, use, and disclosure.

Federal Children's Online Privacy Protection Act

This web site is not intended for use by minors. Consistent with the Federal Children's Online Privacy Protection Act, we will never knowingly request, use or disclose personally identifiable information regarding an individual under the age of 18. You must be at least 18 years old to have our permission to use this site. Children under the age of 18 are hereby instructed to exit this web site without providing your own personally identifiable information to us.

Personal Information - Cookie

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You can visit our website without telling us who you are or revealing any personal information about yourself. We use cookies, a small packet of information stored on a user's computer, created and subsequently read by a web site server, and other technologies to keep track of your interactions with our sites and services to offer a personalized user experience for our sites.

If you request that we send you information about an apartment community, we may ask you to provide certain information about yourself by filling out and submitting an online form. We may require that you provide your name, mailing address, e-mail address, telephone number, and other contact information in order to respond to your request. If you do not want your personal data collected, please do not submit it to us.

We do not collect information about your computer (IP address, operating system and web browser software).

We do not sell or rent customer information to third parties. We use the information you provide in order to 1) fulfill requests for information, 2) provide customer service, 3) measure and improve the effectiveness of our web site(s), our marketing efforts, or our services, and 4) fulfill other business purposes.

You may also request that we undertake no further processing of your data, in which instance we may be able to continue any function for which the data was obtained.

User profile registration & Marketing

We require registration for online rent payments and online housing applications for web sites operated by our service providers. We provide some of our services through contractual arrangements with service providers and other third parties. Our service providers and other third parties use your personally identifiable information to deliver their services. However, the use of your personally identifiable information by our service providers and other third parties is governed by their privacy policies and is not subject to our control. We have no responsibility or liability for the practices, policies and security measures implemented by others on their web sites. We encourage you to read the privacy policies of those other sites to learn how they collect and use information about you and to contact them to ask questions about their privacy practices, policies, and security measures before disclosing personal information.

Information that you provide may be shared with our employees or representatives, or of one or more of its affiliates for our or their business purposes. You may request a copy of your data that you have provided to the FCRMI and we will provide it to you if it still exists.

We may disclose user information when we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be causing injury to or interfering with our rights, property or operations, other web site users, or anyone else who could be harmed by such activities. We may also disclose user information when we believe the law requires it, or in response to any demand by law enforcement authorities in connection with a criminal investigation.

Risk of unauthorized disclosures

We will use commercially reasonable means to minimize the risk of unauthorized disclosures. We have put in place appropriate physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access, maintain data security, and correctly use the information we collect online. Although we take appropriate measures to safeguard against unauthorized disclosures of information, we cannot assure you that personally identifiable information that we collect will never be disclosed in a manner that is inconsistent with this Privacy Policy.

No data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personally identifiable information, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this site cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party.

Privacy policy updates & Contact information

The above-described Privacy Policy is effective as of April, 2008. We reserve the right to change this policy at any time. You should review our Privacy Policy each time before you provide personally identifiable information. This statement and the policies and practices

outlined herein are not intended to and do not create any contractual or other legal rights in or on behalf of any party.

All communications, questions or concerns about the Privacy Policy should be addressed to **Data Privacy Office**, Forest City Residential Management, Inc., Terminal Tower, 50 Public Square, Suite 1200, Cleveland, OH 44113 or email dataprivacyoffice@forestcity.net.

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INFORMATION AND PRESS RELEASES

The site may contain information and press releases about FCRMI. While this information was believed to be accurate as of the date prepared, FCRMI disclaims any duty or obligation to update this information or any press release. Information about companies other than FCRMI contained in any press release or otherwise, should not be relied upon as being provided or endorsed by FCRMI. FCRMI does not assume any duty of disclosure beyond that which is required by law.

INDEMNITY

You agree to defend, indemnify, and hold harmless FCRMI, its affiliates, officers, directors, employees and agents, from and against any claims, actions or demands, including without

limitation reasonable legal and accounting fees, alleging or resulting from your use of the site and any material contained therein by you or by your breach of the terms of this agreement.

JURISDICTION

This agreement shall be treated as though it were executed and performed in Ohio, and shall be governed by and construed in accordance with the laws of the State of Ohio (without regard to conflict of law principles) and/or the federal laws of the United States of America. Any cause of action by you with respect to the site (and/or any information or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. The language in this agreement shall be interpreted as in accordance with its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this agreement shall be brought solely in the courts located in the State of Ohio. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process. Should any part of this agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the site is in conflict or inconsistent with this agreement, this agreement shall take precedence. The failure of FCRMI to enforce any provision of this agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

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