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For more information, visit the U.S. Department of Housing and Urban Development.

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GOVERNING LAW This agreement shall be governed by and construed in accordance with the laws of the State of New York without application of conflict of laws rules. You hereby waive any right you might have to resolve any Dispute on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public or other persons similarly situated. Any cause of action you may have with respect to Student Housing SPE - 1201, LLC, the Services, the content or the Site must be commenced within one year after the claim or cause of action arises or such claim or cause of action shall be barred. You agree that, with the exception of injunctive relief sought by Student Housing SPE - 1201, LLC for any violation of Student Housing SPE - 1201, LLC's proprietary or other rights, any and all disputes relating to these Terms, your use of the Site or the Services shall be resolved by arbitration in accordance with the then-current rules of the American Arbitration Association (the "AAA") before a single independent arbitrator designated by the AAA. The location of arbitration shall be New York, New York, USA.

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EFFECTIVE DATE: NOVEMBER 15, 2011

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OUR USE We use the Personal Information and the Non-Personal Information we collect on the Site (A) to provide you with the services that you ask to receive through the Site, including saving searches and, if you request it, sending you updates about those searches; (B) to receive, if you choose, to receive periodic industry updates; (C) to answer your questions or complaints; (D) to refer you to sales associates about finding or listing a property or to locate a sale associate; and (E) for analytical purposes to help us improve the Site and for our business generally.

We receive and store any personal information you enter on the Site or give to us voluntarily in any other way and may use it to contact you from time to time. Specifically, by registering on the Site, you agree that this action constitutes a purchase, inquiry and/or application for purposes of telemarketing laws. Regardless of the fact that your telephone and/or cell number may be listed with the Federal Do-Not-Call Registry, or your local State Do-Not-Call list, you expressly consent to receive future information about products and services from us, and in that regard, you hereby consent to our contacting you pursuant to the business relationship established using the information you provided to us. This means we may contact you by email, phone and/or cell number (including use of automated dialing equipment), text (SMS) message, or any other means of communication that your wireless or other telecommunications device may be capable of receiving (e.g. video etc.). We may also send you information or offers from time to time to a postal address or email address we have on file. If you provide your name for a promotional offer to enter a sweepstakes or contest, and win a prize, we will post a winner's list online, and will file your name with state agencies if required by law.

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CHOICE AND OPT-OUT You may opt-out of use of your information as set forth above by emailing us at privacy@candlebrookproperties.com. We provide you the opportunity to 'opt-out' of having your personally identifiable information used for certain purposes, when we ask for this information.

ACCESS TO YOUR INFORMATION If for any reason you are concerned that the personal information you provided to Student Housing SPE - 1201, LLC is not correct, or should you wish to have your email address removed from our mailing list or contact information changed, please contact us at privacy@LiveatTheTyler.com. We will be happy to review, update or remove information as appropriate. We may still retain your information in our files however, to resolve disputes, enforce our Terms of Use, and due to technical and legal requirements and constraints related to the security, integrity and operation of our Site.

CALIFORNIA PRIVACY RIGHTS Under California law, California residents have the right to request in writing from businesses with whom they have an established business relationship (1) a list of categories of personal information, such as name, address, e-mail address, and the type of services provided to the customer, that a business has disclosed to third parties (including affiliates that are separate legal entities) during the immediately preceding calendar year for the third parties' direct marketing purposes and (2) the names and addresses of all such third parties. To request the above information please contact us by writing to customer service at Student Housing SPE - 1201, LLC 251 W Dekalb Pike, King of Prussia, PA 19406. We will respond to such requests within 30 days of receipt. Please note that we are only required to respond to each customer once per calendar year.

HOW WE PROTECT YOUR INFORMATION We have security procedures in the storage and disclosure of personal information, which you have given us in order to prevent unauthorized access. Keep in mind however, that no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer.

Our Site may also contain links to other websites. Keep in mind that Student Housing SPE - 1201, LLC does not control and is not responsible for the privacy or security practices or the content of these other websites.

NOTIFICATION OF CHANGES The Effective Date of this Privacy Policy is set forth below. Please make special note of the Effective Date of this Privacy Policy. We may revise and update this Privacy Policy if our practices change, as technology changes, or as we add new services or change existing ones. If we make any material changes to our Privacy Policy or how we handle your personal information or how we keep your purchases anonymous, you will know because the Effective Date of the Privacy Policy will change. If we are going to use any personal information in a manner that is materially different from that stated in our Privacy Policy at the time we collected such information, we will give you a reasonable opportunity to consent to the change. If you do not consent, your personal information will be used as agreed to under the terms of the privacy policy in effect at the time we obtained that information but you may not be able to use our Site or services in the future. By using our Site or services after the Effective Date, you are deemed to consent to our then-current privacy policy. We will use information previously obtained in accordance with the privacy policy in effect when the information was obtained from you.

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EFFECTIVE DATE: OCTOBER 30, 2014