

**Wells Real Estate Funds, Inc. Terms of Use Agreement for  
[www.wellsref.com](http://www.wellsref.com), [www.wellsreitll.com](http://www.wellsreitll.com),  
[www.wellstimberland.com](http://www.wellstimberland.com),  
[www.wellscorereit.com](http://www.wellscorereit.com) and [wellsaccess.com](http://wellsaccess.com) Web sites**

*Updated as of December 19, 2011*

**1. Acceptance of Agreement**

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This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to these sites, the content, products or services provided by or through these sites, and the subject matter of this Agreement.

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Wells Real Estate Funds, Inc. may link to other sites that we feel may be useful to users. Wells Real Estate Funds, Inc. has no relationship to these sites. Wells Real Estate Funds, Inc. makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party Web sites or services accessible by hyperlink from our sites, or third-party Web sites linking to our sites. Such linked Web

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### **3. User Names, Passwords & Account Access**

If you use any part of our sites that require a user name or password, you will be responsible for maintaining the confidentiality of that user name and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. In the event the confidentiality of your user information, accounts and/or passwords are compromised in any manner, you should notify Wells Real Estate Funds, Inc. immediately. Wells Real Estate Funds, Inc. reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of its sites and your accessibility, including without limitation terminating your access, changing your password or requesting additional information to authorize transactions on your account. Notwithstanding the above, Wells Real Estate Funds, Inc. may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall Wells Real Estate Funds, Inc. be held liable to you for any liabilities or damages resulting from or arising out of

- a. any action or inaction of Wells Real Estate Funds, Inc. under this provision,
- b. any compromise of the confidentiality of your user information, accounts or password and
- c. any unauthorized access to your accounts or use of your password.

Any unauthorized use of our sites will terminate the permission or license granted herein and may violate applicable law including copyright laws, trademark laws, and communications regulations and statutes. All violators will be prosecuted to the fullest extent of the law.

### **4. Applicable Laws**

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## **7. Nontransferable**

Your right to use the site is not transferable or assignable. Any password or right given to you to obtain information or documents is not transferable or assignable.

## **8. Use of Information**

We reserve the right, and you authorize us, to the use and assignment of all information regarding uses by you of our site and all information provided by you in any manner consistent with our Privacy Policy. All remarks, suggestions, ideas, graphics, or other information communicated by you to us (collectively, a "Submission") will forever be our property. We will not be required to treat any Submission as confidential unless you have marked it so, and will not be liable for any ideas (including without limitation, product, service or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future products, services or operations. Without limitation, we will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. We will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

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Our sites may include statements concerning our operations, prospects, strategies, financial condition, future economic performance and demand for our products or services, as well as our intentions, plans and objectives (particularly with respect to product and service offerings), that are forward-looking statements. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond our control. When used on our sites, words like "anticipates," "expects," "believes," "estimates," "seeks," "plans," "intends," "will" and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements. The sites and the information contained therein do not constitute any offers or solicitations of offers for the sale of any securities (except for appropriately marked product prospectuses).

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The sites may contain information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

## **11. Legal Compliance**

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Sites and the Content and Materials provided therein.

## **12. Indemnification**

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense related to your violation of this Agreement or use of our Web site.

## **13. Disclaimer**

While Wells Real Estate Funds, Inc. uses reasonable efforts to include accurate and up-to-date information on our Web site, errors or omissions sometimes occur.

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**Email:** [client.services@wellsref.com](mailto:client.services@wellsref.com) or call (800) 557-4830 to speak with a Wells Client Services Specialist.