

## TERMS & CONDITIONS

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS FOR USE OF THIS WEBSITE ("Terms and Conditions") CAREFULLY BEFORE USING THIS WEBSITE.** All users ("Users") of this Website ("the Site") agree that access to and use of this Site are subject to the following Terms and Conditions and other applicable law. If you do not agree to these Terms and Conditions, please do not use this Site.

### 1. GENERAL TERMS AND CONDITIONS

The following Terms and Conditions apply to all use of this Site by Users. By accessing or using the Site, each User agrees to be bound by the Terms and Conditions. Harmony Homes provides the information, services, text, graphics, links or other material ("the Content") on this Site to the User, conditioned on the User's acceptance, without modification, of the Terms and Conditions.

The Content offered on this Site is provided with the understanding that neither Harmony Homes, nor any of its affiliated entities, is engaged in rendering legal or other professional services or advice. The use of the Site is subject to the additional disclaimers, caveats, and notices that may appear throughout the Site.

### 2. DISCLAIMERS

**Harmony Homes, its subsidiaries, and its agents assume no responsibility for any consequence relating directly or indirectly to any action or inaction that you take based on the Content on this Site.** While Harmony Homes strives to keep Content on this Site updated, accurate, and complete, Harmony Homes, its agents, and affiliated entities will not be responsible for any damage or loss related to the accuracy, completeness, or timeliness of the Content.

The Content provided on this Site is intended for informational purposes only and is not intended to constitute an offer or solicitation. All homes about which information is provided herein are subject to prior sale. Prospective purchasers must visit a Harmony Homes' Sales Office to purchase a home. Despite the efforts of Harmony Homes to provide accurate information on this Site, it is not possible to ensure that all information is correct or up to date. Harmony Homes assumes no responsibility or liability for any actions taken as a result of using this Site, or for errors or omissions in the Content on this server.

THIS SITE AND THE CONTENT CONTAINED HEREIN ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, HARMONY HOMES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HARMONY HOMES DOES NOT REPRESENT OR WARRANT THAT THE CONTENT CONTAINED IN THE SITE WILL BE CORRECT, ACCURATE, ADEQUATE, USEFUL, TIMELY, OR RELIABLE, OR THAT RECEIPT OF THE CONTENT WILL BE

UNINTERRUPTED OR ERROR-FREE. HARMONY HOMES DOES NOT UNDERTAKE TO CORRECT DEFECTS IN THE CONTENT, OR TO ENSURE THAT THIS SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **3. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, HARMONY HOMES SHALL NOT BE LIABLE FOR ANY ACTUAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, ATTORNEYS' FEES AND COSTS, OR CLAIMS FOR INTEREST THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE THE CONTENT IN THIS SITE, EVEN IF HARMONY HOMES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **4. LINKS TO THIRD PARTY SITES AND CONTENT**

Harmony Homes does not have responsibility and shall not be liable for the for any other company's website content, products, privacy policies, or security provided by Websites which are linked to the Site via hypertext or other computer "Links." Links to external Websites are provided merely as a convenience to Users and do not constitute an endorsement by Harmony Homes of such Websites or the content, products, advertising, or other materials presented on such Websites, including any changes or updates thereto. In the event you choose to use the services available at a linked site, you agree to read and adhere to the policies and terms of use applicable to that site. In addition, any advice, opinions, services, products, or recommendations provided by the linked site providers are those of the providers and not of Harmony Homes. Your participation in any linked site, including payment for and the delivery of goods or services, is based solely on the agreement, if any, between you and the linked site provider.

### **5. EQUAL HOUSING OPPORTUNITY**

All real estate information provided herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise "any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation or discrimination." Your state or local jurisdiction may impose additional requirements. Harmony Homes is pledged to the letter and spirit of the United States policy for the achievement of equal housing opportunity. Harmony Homes encourages and supports an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion sex, handicap, familial status, or national origin. All dwellings within the United States advertised by Harmony Homes and its affiliated entities are available on an equal opportunity basis.

### **6. SPECIFICATIONS, PRICES, TERMS, RENDERINGS AND OTHER INFORMATION**

Although every effort has been made to ensure that the prices and terms contained herein are accurate and current, at any time such prices and terms are subject to change, prior sale, selected lot premiums and/or predetermined options. Prices shown

refer to the base house and do not include any optional features. Photos and/or drawings of homes show upgraded landscaping and may not represent the lowest-priced homes in the community. Harmony Homes reserves the right to make changes to its home designs and to build more or fewer homes than currently planned. Community description and amenities are developer's current plans, are not guaranteed, and may change without notice. All renderings and floor plans in these materials are an artists' conceptual drawings and will vary from the actual plans and homes as built. Square footage numbers are approximate and may vary depending on the standard measurement used. Harmony Homes cannot control future development and does not guarantee the preservation of any view or the natural environment surrounding its communities. Views vary significantly by lot location and may be affected by future development. Harmony Homes does not guarantee that any communities with guard gates will be guarded in perpetuity or that the gate will provide additional security or protection for residents. Promotional programs are typically available only on select lots at select communities, and typically are not available in conjunction with other offers. Payment of any Broker Co-Op fee will be subject to certain conditions including, but not limited to, completion of a registration card evidencing that the buyer was accompanied by the broker on the first visit to the home. Any photographs or renderings of people in these materials do not depict racial preference. Please consult a Harmony Homes Sales Representative for specific price or other information for each community.

## **7. EMPLOYMENT OPPORTUNITIES**

Harmony Homes is an equal opportunity employer. Nothing in these materials shall constitute an offer of employment. Although Harmony Homes will use all reasonable efforts to maintain confidential any personal resumes or information submitted to it, Harmony Homes cannot guarantee that confidentiality will be maintained.

## **8. COPYRIGHT**

Copyright ©2018 Harmony Homes. All rights reserved.

The entire Content included in this Site, is copyrighted as a collective work under the United States and other copyright laws and is the property of Harmony Homes. The collective work includes works that are licensed to Harmony Homes. Copyright ©2018 Harmony Homes. All rights reserved.

The Content is provided by Harmony Homes as a service to the public and is to be used for personal informational purposes only. Any violation of the foregoing conditions or use will subject the User to the possibility of full prosecution under applicable law.

No Content from this Site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except that the User may display and, subject to any expressly stated restrictions or limitations relating to specific Content, download or print portions of the Content from the different areas of the Site solely for the User's own non-commercial use, or towards making a purchase of a home, provided that the User acknowledges and agrees that all homes about which information is provided herein are subject to prior sale, and that prospective purchasers must visit a Harmony Homes Sales Office to purchase a home. Any other use, including but not limited to the

reproduction, distribution, display or transmission of the Content of this Site is strictly prohibited. The User further agrees not to change or delete any proprietary notices from Content downloaded from the Site.

## **9. TRADEMARKS**

Harmony Homes®

## **10. APPLICABILITY OF TERMS AND CONDITIONS**

These Terms and Conditions are applicable upon the User's access to the Site. Site users are bound by the [Google Maps/Google Earth Additional Terms of Service](#) (including the [Google Privacy Policy](#)). These Terms and Conditions may be revised, modified, amended, or supplemented by Harmony Homes without notice at any time for any reason. These terms and conditions shall apply to all Users regardless of any future transaction or dealings between such User and Harmony Homes, or lack of any such future transaction or dealings, and shall survive the termination of any such future transaction or dealings.

## **11. ENFORCEABILITY AND GOVERNING LAW**

The use of the Site shall be governed in all respects by the laws of the state of Nevada, U.S.A., without regard to choice of law provisions. The 1980 UN Convention on the International Sale of Goods is hereby expressly disclaimed.

If any term of this Agreement is declared unlawful, void or for any reason unenforceable by any court in any jurisdiction, then such term will be deemed severable from the remaining terms in such jurisdiction and will not affect the validity and enforceability of such remaining terms.

The Site is hosted in the United States. If you are accessing this Site from outside the United States, you may be subjecting yourself to United States law, which may differ from your local laws, including laws that govern personal data collection, use, and disclosure. In your use of this Site or Service, you may transfer certain personal information to the United States. You consent to that transfer and you consent to the application of United States law.