

## **(1) Introduction**

**These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with any part of these terms and conditions, do not use our website.**

## **(2) Intellectual property rights**

**Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.**

## **(3) License to use website**

**You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions below.**

**You must not:**

- (a) Re-publish material from this website (including re-publication on another website);**
- (b) Sell, rent or otherwise sub-license material on the website;**
- (d) Edit or otherwise modify any material on the website**

## **(4) Limitations of liability**

**You acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.**

**While LaCougga endeavors to ensure that the information on this website is correct, we do not warrant its completeness or accuracy of information, graphics, text, links, or other material contained on the site and we are not responsible for errors or omissions in the content of this Site. LaCougga does not commit to ensuring that the Site remains available or that the material on the Site is kept up-to-date.**

**Our liability is limited and excluded to the maximum extent permitted under applicable law. We shall have no liability for damages of any kind arising under these terms and conditions or in connection with our website, whether arising in tort, contract, or otherwise.**

**Without limiting the generality of the foregoing exclusion, we will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under terms and conditions or in**

connection with our website, whether direct or indirect, and whether arising in tort, contract, or otherwise.

Everything on this Site and the content contained herein are provided "AS IS" and with no warranties of any kind, express or implied. To the maximum extent permitted under applicable law. LACOUGA disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, habitability, fitness for a particular purposes, and non-infringement. LACOUGA does not ensure that this Site is free of viruses or other harmful components.

However, nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

#### **(5) Links to and from this Website**

LACOUGA is not liable for third party links. We are not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these linking sites. We provide these links merely as a convenience. Use of these links and any reliance on the content of the web sites accessed thereby is, therefore, at the user's own risk.

#### **(6) Restricted access**

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential. You accept responsibility for all activities that occur under your user ID or password.

We may disable your user ID and password at our sole discretion OR if you breach any of the policies or terms governing your use of our website or any other contractual obligation you owe to us.

We may revise these terms and conditions from time-to-time. Please check this page regularly to ensure you are familiar with the current version.

## **(7) Properties**

**All prices are subject to change without notice. All features, dimensions and specifications are subject to change without notice. Some drawings are conceptual renderings and LACOUGA expressly reserves the right to make modifications. Not all maps are to scale and are for relative location purposes only. Some communities described in this Site are being developed by affiliates of LACOUGA. Square footage totals are approximate, may vary due to construction and are based on perimeter measurements.**

## **(8) Law and jurisdiction**

**By using this Site and any information on this Site, the user submits to the exclusive jurisdiction of the state or federal courts located in the State of Washington to resolve disputes of any kind arising out of user's reliance on the information on this Site, or any interaction with LaCouga involving the Site.**

**These terms and conditions will be governed by and construed in accordance with United States law, and any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of U.S. courts.**

## **(9) Entire agreement**

**These terms and conditions constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements in respect of your use of this website.**