

PRIVACY POLICY, TERMS & CONDITIONS

Privacy Policy

THIS PRIVACY STATEMENT IS SUBJECT TO CHANGE WITHOUT NOTICE TO YOU, THE USER. PLEASE READ THIS STATEMENT EACH TIME YOU VISIT THE SITE SO THAT YOU WILL BE FULLY INFORMED OF THE PRIVACY POLICIES AND PROCEDURES OF GREENBRIAR HOMES.

The purpose of this privacy statement is to inform you, the User of this Site, of the procedures and practices utilized by Greenbriar Homes to keep your personal information private once you access this Site. Greenbriar Homes believes that your privacy is very important. BY ACCESSING THIS SITE, YOU, THE USER, ARE GIVING YOUR CONSENT AND APPROVAL TO THE PRIVACY PRACTICES AND PROCEDURES OF GREENBRIAR HOMES.

For statistical purposes, Greenbriar Homes collects certain quantitative information about each User in order to analyze, improve and customize our Site Content in order to make our Site more responsive to the User's needs and easier to use. Greenbriar Homes may collect certain personally identifiable information about each User by using "cookies". A "cookie" or small file may be placed on the User's browser to save useful information about the User's use and visit to Greenbriar Homes' Site. For more information about "cookies", please click on the Terms and Conditions link provided on each page of our Site. Examples of such collected information may include the home server of visitors but not the names or addresses of the Users. IF THE USER DOES NOT WANT ANY OF ITS INFORMATION TRACKED, PLEASE DO NOT USE THIS SITE. Greenbriar Homes does not sell, rent, or otherwise provide any personally identifiable information about you to any third party. Greenbriar Homes will not knowingly disclose information collected about each User to parties not affiliated with Greenbriar Homes unless required to do so by law. Greenbriar Homes does not market to children or knowingly gather information from children for marketing purposes.

Our privacy statement only addresses the use and disclosure of information that Greenbriar Homes may collect from you. However, you should be aware that persons not associated or affiliated with Greenbriar Homes may engage in unauthorized practices with the purpose of obtaining your personal information. Although Greenbriar Homes discourages this type of activity, we cannot guarantee that it will not occur. The Internet can take on a life of its own and therefore, Greenbriar Homes cannot guarantee against inadvertent or unknowing disclosures of information about you, the User, to others. To the extent permitted by law, Greenbriar Homes disclaims all liability for any inadvertent disclosures.

For the convenience of our homeowners, the Greenbriar Homes Site contains a Customer Service Request Form. In order to use this Form, the requestor is required to input certain personal information, including, his or her name, address, business and home telephone number, and email address. Greenbriar Homes may use this information to contact the requestor regarding customer service concerns and also for marketing and promotional purposes. Greenbriar Homes does not sell, rent or otherwise disseminate this information to nonaffiliated entities.

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Terms & Conditions

BEFORE USING THIS WEBSITE, AND EACH TIME THAT YOU ACCESS THIS SITE, PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF USE ("Terms and Conditions"). Greenbriar Homes reserves the right to revise, modify, amend or supercede these Terms and Conditions at any time and from time to time without notice to the User (as defined below).

Greenbriar Homes is not responsible for the User's failure to review or adhere to these Terms and Conditions. These Terms and Conditions shall apply to all Users regardless of any future transaction or dealings between such User and Greenbriar Homes, or lack of any such future transaction or dealings, and shall survive the termination of any such future transaction or dealings.

Greenbriar Homes, its parent company, subsidiaries and affiliated companies ("Greenbriar Home Communities") provides you (the "User") access to this Site, which consists of the home page and any authorized associated linked pages, text, graphics, photographs, and incorporated content (the "Content") for your PERSONAL USE ONLY. COMMERCIAL USE OF THIS SITE IS STRICTLY PROHIBITED.

BY ACCESSING THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN. IF YOU DO NOT AGREE TO BE BOUND WITH THE TERMS AND CONDITIONS, OF THIS SITE AS SET FORTH BELOW FOR ANY REASON WHATSOEVER, PLEASE DO NOT USE THIS SITE.

Privacy Statement

The User's privacy is important to Greenbriar Homes. Please read the Greenbriar Homes Privacy Statement that describes the privacy practices and procedures of Greenbriar Homes by clicking here or from the link located on the home page of Greenbriar Homes.

Disclaimers

Greenbriar Homes provides the Content of this Site to the User as a convenience on an "AS IS" and "AS AVAILABLE" basis. Greenbriar Homes assumes no responsibility or liability for any consequence relating directly or indirectly to any action or inaction that the User takes based on the Content on this Site. TO THE EXTENT PERMITTED BY LAW, GREENBRIAR HOMES DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE ACCURACY, GENUINENESS, AUTHENTICITY OR RELIABILITY OF THE SITE CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES THAT THE SITE CONTENT CONTAINED HEREIN IS FIT FOR ANY PARTICULAR PURPOSE OR IMPLIES ANY WARRANTY OF MERCHANTABILITY. IT IS EXPRESSLY UNDERSTOOD BY THE USER THAT THE USE OF, OR RELIANCE ON, THIS SITE CONTENT, OR INABILITY TO ACCESS THE SITE, IS AT THE USER'S SOLE RISK. GREENBRIAR HOMES MAKES NO REPRESENTATION THAT THE USE OF THIS SITE WILL BE UNINTERRUPTED.

THE USER AGREES THAT GREENBRIAR HOMES WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE USER'S COMPUTER SYSTEM ARISING OUT OF THE USE OF THIS SITE AND CONTENT OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING ANY INFORMATION CONTAINED IN THIS SITE AND CONTENT. GREENBRIAR HOMES DISCLAIMS AND DOES NOT WARRANT THAT THE SITE AND/OR THE CONTENT WILL BE FREE OF ANY ERRORS, VIRUSES OR ANY OTHER ELEMENT THAT MAY CAUSE DAMAGE TO THE USER'S COMPUTER HARDWARE OR SOFTWARE.

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ALL INFORMATION AND CONTENT CONTAINED IN THIS SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. TO THE EXTENT PERMITTED BY LAW, GREENBRIAR HOMES SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS, DEMANDS, ACTIONS OR LIABILITIES ARISING OUT OF THE USE OF THIS SITE BY USER, AND USER EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AT ITS OWN EXPENSE, INDIVIDUALLY AND COLLECTIVELY, GREENBRIAR HOMES, ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, COSTS AND EXPENSES, (INCLUDING ATTORNEY'S FEES) TO THE EXTENT PERMITTED BY LAW, ARISING OUT OF THE USE OF THIS SITE BY USER IN VIOLATION OF THESE TERMS AND CONDITIONS BY USER OR ANY PERSON AUTHORIZED TO ACT ON USER'S BEHALF, OR THE INFRINGEMENT BY USER OR ANY PERSON AUTHORIZED TO ACT ON USER'S BEHALF.

THE CONTENT CONTAINED IN THIS SITE SHALL NOT BE CONSTRUED AS AN OFFER, INDUCEMENT, SOLICITATION, OR ATTEMPT TO ENCOURAGE A PERSON TO ACQUIRE A LOT IN A SUBDIVISION, OR OFFER TO SELL OR LEASE, OR AN ADVERTISEMENT FOR SALE OR LEASE, OF ANY PORTION OF A COMMON PROMOTIONAL PLAN OR SUBDIVISION.

Exclusive Remedy

TO THE EXTENT PERMITTED BY LAW, THE USER'S SOLE AND EXCLUSIVE REMEDY ARISING OUT OF THE USE OF OR INABILITY TO USE, OR RELIANCE ON, THE SITE IS REIMBURSEMENT OF THE ACTUAL ACCESS FEE PAID BY THE USER TO GREENBRIAR HOMES, IF ANY, FOR THE PRIVILEGE OF USING THIS SITE. TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL GREENBRIAR HOMES BE HELD RESPONSIBLE FOR ACTUAL OR CONSEQUENTIAL DAMAGES ARISING OF THE USER'S USE OR RELIANCE ON THIS SITE OR THE CONTENT CONTAINED HEREIN.

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Although Greenbriar Homes strives to provide accurate and current information on its Site, inaccuracies may exist. The User understands and agrees that the prices, terms and specifications regarding the homes and communities depicted on this Site are not guaranteed. To the extent permitted by law, Greenbriar Homes makes no representation whatsoever as to the accuracy, genuineness or authenticity of the Content. Photos, drawings, depictions and illustrations contained in the Site should not be relied upon in deciding to purchase a home under any circumstances. All illustrations are conceptual only, and may vary substantially from the actual product. Variations in the actual product may include, for example, substantial changes in the home design, planning, exterior elevations, landscaping, location, square footage and views. The final product may also vary in materials, upgrades and options. Greenbriar Homes makes no guarantee, representation or warranty that any information concerning future building, neighborhoods, developments or communities referenced in the Site will be constructed, completed or planned by Greenbriar Homes. To the extent permitted by law, Greenbriar Homes disclaims all liability that may arise out of any error or omission in the prices, terms and specifications contained herein. Also, for informational purposes only, Greenbriar provides a "Homeowners Corner" on its web site. Greenbriar may update this from time to time, but actual requirements and conditions may vary on a project-by-project basis. The information contained therein is provided as a resource for its homeowners regarding landscape and drainage. **We strongly urge to review this information prior to making any exterior improvements to your Greenbriar Home.**

Employment Opportunities

Greenbriar is an equal opportunity employer. While our web site contains information about potential employment opportunities, nothing in the web site is to be considered or construed as an actual offer of employment. Although Greenbriar will use all reasonable efforts to maintain confidential any personal resumes or information submitted to it, Greenbriar cannot guarantee that confidentiality of the information will be maintained.

Equal Housing Opportunity

Greenbriar Homes does not discriminate against potential home buyers based on race, color, religion, sex, handicap, familial status, or national origin [24 CFR Section 109.30 et seq.].

Future Development

The Content of this Site containing information regarding future projects are subject to uncertainties, and the final outcome may materially differ from the statement. Differences may be caused by such factors as financial considerations, unforeseen conditions, changes in planning, company performance, business risks and economic constraints. Future projections should not be relied upon by the User. To the extent permitted by law, Greenbriar Homes disclaims all liability based on the User's reliance on future projections in this Site and Greenbriar Homes disclaims any intent or obligation to update future projections contained in this Site.

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Notice Of Infringing Material

Greenbriar Homes strives to remove all Content that may be considered infringing on the intellectual property of others. If you believe that any material on this Site is infringing on the rights of others, please contact the Copyright/Trademark Agent at Greenbriar Homes by sending an email to email@GreenbriarHomes.com with the following information: (i) a description of the copyrighted or protected information you claim has been infringed, (ii) the location of the information on the Site, (iii) your name, address, email address and telephone number, (iv) a statement that you are the owner of the copyrighted or protected information purportedly infringed upon. Greenbriar Homes will take prompt action to remove infringing material. This clause is intended to provide a procedure for the removal of infringing material pursuant to Title 17, United States Code, Section 512(c)(2).

Posting

Greenbriar Homes does not prescreen any content or postings placed on this Site by its Users. Greenbriar Homes does not endorse, authorize or ratify any unlawful conduct by the User related to the User's posting activities. The User assumes the risk by viewing the postings of other Users that the information contained therein may be inaccurate, dishonest, fraudulent, misleading or unlawful. Please advise us of any information regarding the posting of inappropriate content. Greenbriar Homes reserves the right to remove and discard any content in its sole and absolute discretion.

Deep-Linking

Deep-linking is strictly prohibited. Deep-linking occurs where a website unassociated with Greenbriar Homes includes an embedded link to any page within this Site, other than to the homepage at www.Greenbriarhomes.com. No person or entity is authorized to link or deep-link any webpage associated with this Site without the express permission of Greenbriar Homes. To the extent permitted by law, the User agrees to defend and hold harmless Greenbriar Homes against any unauthorized deep-linking by User.

User's Conduct

The User understands that all Content on this Site transmitted or posted from sources other than from Greenbriar Homes is the sole responsibility of the person who originated the Content. This means that you, the User, are entirely responsible for all Content that you transmit or otherwise make available via this Site. The User agrees to use this Site only for lawful purposes, and the User understands that it is the sole responsibility of the User to comply with all laws, regulations and ordinances relating to the User's use of this Site. The User agrees and understands that the User is liable to the extent permitted by law for any loss or damage caused in whole or in part by the User's unlawful, tortious or unauthorized activity. By accessing this Site, the User understands and agrees that the User must not: (i) upload, post or transmit in any form, material which is defamatory, harmful, harassing, or invasive of the privacy of others; (ii) violate the rights of children in any way; (iii) tamper, hack, upload viruses or do anything to corrupt or disrupt the normal administration or security procedures of this Site or the hardware of other Users; (iv) disguise the source of material transmitted by the User via the Site; (v) infringe on the intellectual property of Greenbriar Homes or third parties; (vi) violate any law, ordinance, regulation or statute in the use of the Site; (vii) gather or collect personal information about other Users of this Site; (viii) act in such a manner as to cause an unreasonable burden on the Site resources; (ix) use, distribute or reproduce any portion of this Site and Content for commercial purposes.

Grant of License by User to Greenbriar Homes

The User grants Greenbriar Homes an exclusive license to use all material, ideas, content, suggestions, drawings and concepts communicated to Greenbriar Homes through this Site without any compensation to the User whatsoever. Do not communicate or transmit information to Greenbriar Homes unless you agree to this exclusive license.

Cookies

A "cookie" is a small file that may be placed on the browser of the User's computer that may be used to save information about the User's use of the Site. The information in the "cookie" is used by Greenbriar Homes to personalize the Site to the User. The information contained in the "cookie" will not be sold to others by Greenbriar Homes. Most browsers allow the User to reject "cookies" if they prefer. If you do not want "cookies" to be saved on your browser, please consult your browser user's manual.

Jurisdiction and Choice of Law

The Terms of Use and the Privacy Statement incorporated herein shall be governed under the laws of the State of California, and any claim, demand, or cause of action shall be venued and subject to the jurisdiction of the State of California only. Greenbriar Homes does not authorize any User to access this Site outside the State of California for any reason. Under no circumstances should this Site be considered an advertisement outside the State of California. Greenbriar Homes is not responsible for the User's unauthorized access, and to the extent permitted by law, the User agrees that if this Site is accessed outside the State of California (which is not permitted by Greenbriar Homes), the User agrees to defend and hold Greenbriar Homes harmless for any actual and consequential damages that may arise therefrom, and shall be solely responsible for complying with all laws, ordinances and regulations applicable to the jurisdiction from which the User accesses this site. To the extent permitted by law, Greenbriar Homes disclaims all liability to the User resulting from Greenbriar Homes' failure to comply with laws, ordinances and regulations in jurisdictions other than the State of California.

Time Limitations on Filing Suit; Admissibility

To the extent permitted by law, any cause of action or claim made by a User arising from the use of this Site must be commenced within one (1) year from the date of any alleged injury or damage. A printed version of these Terms And Conditions shall be admissible as the writing itself and deemed preserved as a business record maintained in the regular course of business in accordance with the rules of evidence in any jurisdiction where any action may be brought arising out of or related to the use of this Site. [California Evidence Code Section 1550 et. seq.]

Entire Agreement

The Terms and Conditions as set forth herein and all other terms and conditions set forth within the Content of this Site incorporated herein by reference, embody the entire agreement and understanding between Greenbriar Homes and the User, concerning the use of this Site and with respect to the subject matter contained herein, and supersede all prior agreements, understandings, representations and warranties, whether written or oral. No alteration, modification or change of these terms and conditions shall be valid and enforceable unless approved by Greenbriar Homes in writing. However, these Terms and Conditions may be amended, modified, or superseded by Greenbriar Homes at any time and from time to time without notice to the User.

Severability; Void Where Prohibited By Law

These terms and conditions are void where prohibited by law. If any term, provision or portion thereof is determined by a court to be illegal, invalid or in conflict with any law, regulation, ordinance or statute, or otherwise rendered unenforceable, then such contravention or invalidity shall not invalidate this entire agreement. Instead, such invalid or illegal provision shall be deemed modified to the extent necessary to render it legal, valid and enforceable and if no such modification shall render it legal, valid and enforceable, then these terms and conditions shall be construed as if not containing such illegal, invalid and unenforceable provision and the rights and obligations of Greenbriar Homes and the User shall be construed and enforced accordingly with the other provisions contained in these terms and conditions remaining in full force and effect.

Geographical Limitations

Greenbriar Homes does not warrant that this Site is suitable for use outside of the State of California. To the extent permitted by law, the User agrees to be solely responsible for complying with all laws, ordinances and regulations associated with the use of this Site outside of the State of California.

No Waiver; No Course of Conduct

Greenbriar Homes failure to exercise or enforce strict performance of any provision in these Terms and Conditions shall not constitute a waiver of any such provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions.

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This Site may contain advertisements for nonaffiliated businesses. Greenbriar Homes does not prescreen the advertisements or their sponsors. The User assumes all risks associated with the User's business dealings with the advertisers, including the purchase of any product or service. Any products of other manufacturers contained on this Site and purchased by the User are warranted under the manufacturer's warranty and not under the Greenbriar Homes warranty. To the extent permitted by law, the User agrees that Greenbriar Homes shall not be responsible for any loss or damage to the User as a result of the User's business dealings with the advertisers or the purchase of any product or service.

Embedded Links, Hypertext Links To And From This Site

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Professional Advice

The Content of this Site is provided as a convenience to the User and with the understanding that the information contained herein does not constitute professional or legal advice of any kind, and may not be relied upon as such. The User of this Site is advised that it should consult with an accountant, tax adviser, attorney and/or real estate professional before deciding to purchase a home.

Assignability

Greenbriar Homes may assign its rights and duties under the Terms and Conditions to any party at any time without notice to the User.

Paragraph Headings

The Paragraph headings used herein are included for the User's convenience of reference only. Under no circumstances should the headings be construed as defining, modifying, limiting or expanding the express language contained herein nor shall they be considered in the interpretation or construction of any provision of these terms and conditions.

Additional and Future Considerations for the Site

1.

The following italicized may be applicable and if Greenbriar Homes does participate in a "Broker Co-Op Payment program" If Greenbriar Homes does participate, then this language may need to be reinserted.

"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."

2.

And if you intend to link with a home Mortgage company:

"Any financing or incentive programs described in these materials are available only through Greenbriar Homes and Greenbriar Homes preferred lenders. Home buyers are not required to obtain financing from Greenbriar Homes preferred lenders, and may obtain financing from any lending institution. Special financing programs described in these materials may be subject to certain eligibility requirements and other terms and restrictions. For further information, please contact a Greenbriar Homes Sales Representative."

In the event that Greenbriar Homes anticipates adding links in the Site to mortgage related services, then additional disclaimers, such as those noted below, should be inserted into these Terms and Conditions prior to uploading to the Site in order to protect Greenbriar Homes from being liable for acts or omissions of the mortgage lenders.

"Home Mortgage Information. Under no circumstances should the User consider this Site as an offer or solicitation of home mortgage services. Greenbriar Homes is not a lender and does not offer any mortgage services. Any Links contained in the Site concerning loan assistance, rebate programs or mortgage services, [insert the name of the vendors and preferred lenders here], are for the convenience of the User only. Home buyers are not required to use the services of any mortgage related services referred to in this Site and may obtain financing from any lending institutions of their choice. Any financing programs referenced in this Site or linked to this Site, may be subject to specific eligibility requirements and other terms, conditions and restrictions. It is the User's sole responsibility to contact such vendors for consideration with regard to the programs that they offer. Greenbriar Homes does not endorse or recommend any specific mortgage type, mortgage company, bank, broker or loan. The Content of this Site, including content related to mortgages, is for informational purposes only."