

Terms and Conditions

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2. Use of Site.

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3. Age and Responsibility.

You represent that you are of sufficient legal age to use this website and to create binding legal obligations for any liability you may incur as a result of the use of this website. You understand that you are financially responsible for all uses of this website by you and those using any password you are provided.

4. Privacy.

You represent that you have read the Amaris Privacy Policy, the terms of which are incorporated herein, and agree that the terms of such policy are reasonable. You consent to the use of any information submitted to Amaris by Amaris, its sales staff, third-party providers and distributors in accordance with the terms of and for the purposes set forth in the Amaris Privacy Policy.

5. Exclusion of Warranty.

Amaris makes no warranty of any kind regarding this site and/or any materials provided on this site, all of which are provided on an "as is" basis. Amaris does not warrant the accuracy, completeness, currency or reliability of any of the content or data found on this site and expressly disclaims all warranties and conditions, including implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade. Although Amaris strives to provide on this website the latest information related to its development, products and services, and other information about Amaris, Amaris does not warrant the accuracy, effectiveness and suitability of any information

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6. Limitation of Liability.

Amaris assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect your computer equipment or other property due to your access to, use of, or browsing of this site or your downloading of any materials, data, text, images, video, audio or other material from the site. In no event shall Amaris be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including, but not limited to lost profits or lost savings), whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with (i) any use of this site or content found herein, (ii) any failure or delay, or (iii) the performance or non-performance by Amaris, even if Amaris has been advised of the possibility of damages to you. Notwithstanding the foregoing limitations, in no event will the total, cumulative liability of Amaris for damages under these terms of use exceed one hundred united states dollars (us\$100.00). Certain jurisdictions might not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations, may not apply to you, and you may have additional rights to those contained herein.

7. Indemnification.

You shall defend and indemnify Amaris and its officers, directors, employees, sales agents and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by third parties as a result of your use of this website.

8. Submissions.

"Submissions" means all comments, feedback, suggestions, photos, e-mails, phone numbers, addresses and similar information or materials that you submit to Amaris regarding the development, products or services of Amaris. Submissions will not be confidential and will become the property of Amaris upon

submission to Amaris. By providing any such Submissions, you agree to assign to Amaris, at no charge, all worldwide rights, title and interest in copyrights and other intellectual property rights to the Submissions. You acknowledge that you are responsible for the Submissions that you provide, and that you, not Amaris, have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality and copyright. As a matter of policy Amaris does not prescreen or monitor any Submissions. Except as expressly stated and agreed upon in writing by Amaris, no confidential relationship shall be established in the event that any user of this website should make any oral, written or electronic communication to Amaris (such as feedback, questions, comments, suggestions, ideas, etc.). As Amaris website requires or requests that such information be provided, and that such information contains personal identifying information (e.g., name, address, phone number), Amaris will obtain, use and maintain it in a manner consistent with its Privacy Policy. Otherwise, such communication and any information submitted therewith shall be considered non-confidential, and Amaris shall be free to reproduce, publish or otherwise use such information for any purposes whatsoever including, without limitation, the research, development, use or sale of other developments, products or services incorporating such information. You are fully responsible for its content, including its truthfulness and accuracy and its non-infringement of any other person's proprietary or privacy rights.

9. Prices and Availability.

Prices and availability of units in Amaris, the products and services listed on this site are subject to change without notice. The listing, description of, or reference to, a unit in a development or a service on the website does not imply that the development, product or service is presently available. If a unit in the development or a product or service is listed at an incorrect price due to a typographical error, error in pricing information received from a third party, or for any other reason, Amaris reserves the right to correct any such information. Reference to any unit or development, product or service on the website does not constitute an offer to sell or supply that product or service and does not mean that it is available. Amaris manages all or portions of the website from the District of Columbia, in the United States of America.

10. Registration And Security.

If you wish to register to obtain information from Amaris, or otherwise to use certain services on the website, you will be required to provide the required information to us. By entering any information on the website, you represent and warrant that: (i) you are at least 18 years of age; (ii) you are using your actual identity; (iii) you have provided only true, accurate, current and complete information; and (iv) you will maintain and promptly update the information that you provide to keep it true, accurate, current and complete. We cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. All information provided to us will be used in accordance with our Privacy Policy.

11. Relationship.

Your use of this website is independent of Amaris and not as an employee, agent, partner, or joint venturer with Amaris for any purpose.

12. Governing Law.

This Agreement and its performance shall be governed by the laws of the District of Columbia, without regard to its conflict of laws provisions. You consent and submit to the exclusive jurisdiction of the courts located in the District of Columbia, in all questions and controversies arising out of your use of this website and this Agreement.

13. Assignment.

You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder.

14. Modification.

Amaris may at any time modify these terms and conditions and your continued use of this website will be conditioned upon the terms and conditions in force at the time of your use.

15. Additional Terms.

Additional terms and conditions may apply to purchases of goods and services and other uses of portions of this website, and you agree to abide by such other terms and conditions.

16. Severability.

These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

17. Headings.

The heading used in these Terms and Conditions are included by convenience only and will not limit or otherwise affect these Terms and Conditions.

18. Entire Agreement.

These terms and conditions, together with those incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this website.

19. Press Releases.

The information contained within press releases issued by Amaris should not be deemed accurate or current except as of the date the release was posted. Amaris and its affiliates have no intention of updating, and specifically disclaim any duty to update, the information in the press releases.

20. Marketing Materials.

The specifications, furniture, features and amenities listed herein are for illustrative purposes only, and shall not be relied upon as the basis of any contract, warranty or other claim. Illustrations are artists' conceptions and may vary in precise detail from the item depicted. Prices are subject to change without notice. All square footages and dimensions are approximate, and plans are not to scale. All such information is subject to change at any time without notice. Floor plans, renderings and all marketing materials are copyrighted and may not be used without permission.

21. Equal Housing Opportunity.

Amaris is pledged to the letter and spirit of state and U.S. laws and regulations for the achievement of equal housing opportunities. Amaris encourages and supports an affirmative advertising and marketing program in which there are not barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

22. Copyright Act Agent.

Amaris respects the intellectual property rights of others, and requires that the people who use the website do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

- a. Your address, telephone number, and email address;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the alleged infringing material is located;
- d. A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- e. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- f. A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Copyright Agent
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