

TERMS & CONDITIONS

Epcon Communities and Clarity Construction website Terms of Use

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The website at www.clarityconstruction.com (the "Site") is owned and operated by Epcon Communities and Clarity Construction ("we," "our," "us"), and its use is subject to these terms of use ("Terms"). These Terms govern your access and use of the Site and are legally binding between you, the person using the Site, and us.

By accessing and using the Site or otherwise communicating with us as part of any services we provide via the Site, you agree to these Terms on behalf of yourself and any entity on whose behalf you are using the Site. We may update these Terms at any time by posting them to the Site and updating the "Last Updated" date above. Your continued use of this Site after we make any changes is deemed to be acceptance of those changes, so please check these Terms periodically for updates.

By accessing or using the Site, you represent and warrant that you are 18 years of age or older and otherwise meet all of the requirements contained herein to enter into these Terms. If you do not meet all of these requirements, you must not access or use the Site. Those who choose to access the Site from outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules, and regulations in their respective location in doing so.

Privacy Policy

Use of our Site is subject to our Privacy Policy. By accessing or using the Site, or otherwise providing us your information, you consent to the information-handling practices described in our Privacy Policy.

Intellectual Property

The content on the Site is intended to provide information about Epcon Communities and Clarity Construction and our senior living communities and services. All content on the Site, including text, graphics, icons, logos, and images and their selection and arrangement (collectively "Site Content"), is the exclusive property of Epcon Communities and Clarity Construction or, if applicable, our licensors, and is protected by U.S. and international copyright laws. All rights not expressly granted are reserved. Epcon Communities and Clarity Construction may, in its sole discretion, suspend or discontinue the Site or any Site Content at any time without notice.

Acceptable Use

We grant you a limited, non-exclusive, non-transferable license to access and use the Site for personal purposes. You may use the Site only for lawful purposes and in accordance with these Terms. You may not engage in any conduct that restricts or inhibits anyone's use or enjoyment of

the Site, or which, as determined by us, may harm us or other users of the Site or expose them to liability. You agree not to use the Site or any content for any illegal or improper purpose.

Without limiting the generality of the foregoing, you agree not to introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server(s) on which the Site is stored, or any server, computer or database connected to the Site; attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or otherwise attempt to interfere with the proper working of the Site.

Text Messaging/SMS Communications

By providing your phone number and opting in through our website, forms, or other interactions, you consent to receive SMS/text messages from Epcon Communities and Clarity Construction.

Types of Messages You May Receive

Consumers may receive text messages related to:

- Appointment confirmations
- Model home tour reminders
- Event reminders
- Construction updates
- Warranty or service notifications
- Community updates
- Marketing or promotional offers related to homes and communities

Message Frequency

Message frequency may vary depending on your interaction with us, but you can generally expect up to 2–4 messages per week.

Message & Data Rates

Message and data rates may apply depending on your mobile carrier and service plan.

Opt-Out Instructions

You may opt out of receiving SMS messages at any time by replying “STOP”. After texting “STOP,” you will receive one final confirmation message and will no longer receive SMS messages from us unless you opt in again. If you need assistance, you may reply "HELP" to any message or contact us using the information provided below.

Carriers are not liable for any delayed or undelivered messages.

Translations

If any Site Content is made available in languages other than English, the translations may be done by a person or solely by computer software without review. Any translations are provided as a convenience and Epcon Communities and Clarity Construction makes no representations regarding the accuracy or completeness of the translations however provided.

Geographic Restrictions

The owner of the Site is based in the state of Iowa in the United States. We provide the Site for use only by persons located in the United States. We make no claims that the Site or any content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Links to Third-Party Websites

Our Site may provide links to third-party websites, including an external financing website. Any links to third party websites do not constitute an endorsement for such sites or their content by Epcon Communities or Clarity Construction. The providers of any websites other than our Site are responsible for their websites and you should review and understand any terms of use and privacy policies that govern your use of the websites that you visit.

Feedback

If you choose to provide us with any feedback, suggestions, or similar communications, all such communications ("Feedback") will be considered non-personal, non-confidential and non-proprietary. You hereby grant Epcon Communities and Clarity Construction a perpetual, sublicensable, assignable, unrestricted, worldwide, royalty-free, irrevocable license to use, reproduce, display, perform, practice, modify, create derivative or collective works, transmit and distribute your Feedback, in whole or in part, and including all intellectual property rights therein.

Disclaimer

While we strive to maintain the Site as accurate and up-to-date, the Site Content may include inaccurate or outdated information or information about services or functionality that are no longer available. Epcon Communities and Clarity Construction do not warrant the accuracy or reliability of any statement or information made available on or through the Site. Epcon Communities and Clarity Construction shall not be liable for any damages or injury caused by or any failure of performance, error, omission, interruption, defect, delay in operation or transmission, information theft, computer virus, line failure or any cause beyond our reasonable control.

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Indemnification

You agree to defend, indemnify, and hold harmless Epcon Communities and Clarity Construction, and its subsidiaries, affiliates, officers, directors, employees and agents, as well as any third party providers of Site-related services or content, from any claims, demands, losses, or damages, including reasonable attorneys' fees, arising out of or related to your breach of these Terms, your use or misuse of the Site, or your violation of applicable laws, rules, or regulations.

Limitation of Liability

IN NO EVENT WILL EPCON COMMUNITIES' OR CLARITY CONSTRUCTION'S OR ITS AFFILIATES BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (I) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (II) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (III) LOSS OF GOODWILL OR REPUTATION; (IV) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (V) COST OF REPLACEMENT GOODS OR SERVICES; OR (VI) DAMAGE OR INJURY TO PERSON OR PROPERTY, IN EACH CASE REGARDLESS OF WHETHER [COMPANY NAME] WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

IN NO EVENT WILL EPCON COMMUNITIES' OR CLARITY CONSTRUCTION'S OR ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SITE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED ONE-HUNDRED DOLLARS (\$100).

Governing Law

These Terms are governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to these Terms or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Iowa in each case located in Polk, Iowa. You submit to and hereby waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

CONTACT US

If you have any questions about this Privacy Policy, please contact:

Epcon Communities and Clarity Construction

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