

MOUNTAIN HOUSE

TERMS OF SERVICE

Last Updated: January 24, 2024

Welcome, and thank you for your interest in Mountain House Development, LLC (“**MHD**,” “**we**,” or “**us**”) and our website at www.mountainhousematters.com (the “**Site**”). These Terms of Service are a legally binding contract between you and MHD regarding your use of the Site.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY ACCESSING OR USING THE SITE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SITE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS (THESE “**TERMS**”). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Site. YOUR USE OF THE SITE, AND MHD’S PROVISION OF THE SITE TO YOU, CONSTITUTES AN AGREEMENT BY MHD AND BY YOU TO BE BOUND BY THESE TERMS.

Arbitration NOTICE. Except for certain kinds of disputes described in Section 11.3, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND MHD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be

taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 11)

1. **Site Overview.** The Site provides users with general information about our properties and communities in Mountain House Development.
2. **Eligibility.** You must be at least 18 years old to use the Site. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Site; and (c) your registration and your use of the Site is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.
3. **Licenses**
 1. **Limited License.** Subject to your complete and ongoing compliance with these Terms, MHD grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Site.
 2. **Feedback.** If you choose to provide input or suggestions regarding problems with or proposed modifications or improvements to the Site or Materials (defined in Section 4) (“**Feedback**”), then you hereby grant MHD an unrestricted, perpetual, irrevocable, non-exclusive, transferable, sublicensable (through multiple tiers), royalty-free and worldwide right to exploit the Feedback in any manner and for any purpose without any credit due to you or other restrictions, including to improve the Site and create other products and services.
4. **Ownership; Proprietary Rights.** The Site is owned and operated by MHD. The visual interfaces, graphics, design, compilation, information, data, floor plans, drawings, photographs, videos, site plans, building renderings, neighborhood maps, computer generated or enhanced depictions of neighborhoods, computer code (including source code or object code), products, software, services, and all other elements of the Site (“**Materials**”) provided by MHD are protected by intellectual property and other laws. All Materials included in the Site are the property of MHD or

its third party licensors. Except as expressly authorized by MHD, you may not make use of the Materials. MHD reserves all rights to the Materials not granted expressly in these Terms.

5. **Prohibited Conduct.** BY USING THE SITE YOU AGREE NOT TO:

- A. reproduce, distribute, publicly display, or publicly perform the Site or the Materials;
- B. make modifications to the Site;
- C. use the Site or any Materials for any illegal purpose or in violation of any local, state, national, or international law;
- D. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- E. interfere with security-related features of the Site, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Site except to the extent that the activity is expressly permitted by applicable law;
- F. interfere with the operation of the Site or any user's enjoyment of the Site, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Site; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Site;
- G. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Site account without permission;
- H. sell or otherwise transfer the access granted under these Terms or any Materials or any right or ability to view, access, or use any Materials;
or
- I. attempt to do any of the acts described in this Section 5 or assist or permit any person in engaging in any of the acts described in this Section 5.

6. **Modification of these Terms.** We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Site. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 6, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.
7. **Term, Termination and Modification of the Site**
 1. **Term.** These Terms are effective beginning when you accept the Terms, first contact us, or use the Site, whichever occurs first, and these Terms no longer apply when terminated as described in Section 7.2.
 2. **Termination.** If you violate any provision of these Terms, your authorization to access the Site and the Materials automatically terminates. In addition, MHD may, at its sole discretion, terminate these Terms or suspend or terminate your access to the Site or Materials, at any time for any reason or no reason, with or without notice.
 3. **Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Site and Materials; and (b) Sections 3.2, 4, 7.3, 8, 9, 10, 11, 12, 13 and 14 will survive.
 4. **Modification of the Site.** MHD reserves the right to modify or discontinue the Site and access to the Materials at any time (including by limiting or discontinuing certain features of the Site), temporarily or permanently, without notice to you. MHD will have no liability for any such changes or any suspension or termination of your access to or use of the Site or Materials.
8. **Indemnity.** To the fullest extent permitted by law, you will defend and indemnify MHD and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “**MHD Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Site or any Materials; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any

applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

9. Disclaimers; No Warranties

THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. Drawings, pictures, photographs, video, square footages, floor plans, elevations, features, colors and sizes are approximate AND for illustration purposes only and will vary from the PROPERTIES as built. MHD DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY OF ANY PHOTOGRAPHS OR ARTIST'S RENDERINGS ON THE SITE, INCLUDING THE PAST, PRESENT, FUTURE OR PROPOSED ROADS, EASEMENTS, LAND USES, CONDITIONS, PLAT MAPS, LOT SIZES OR LAYOUTS, ZONING, UTILITIES, DRAINAGE, LAND CONDITIONS, OR DEVELOPMENT OF ANY TYPE WHATSOEVER. YOU SHOULD NEVER RELY ON THE ACCURACY OF THE FOREGOING OR THE MATERIALS IN MAKING ANY DECISIONS RELATIVE TO PURCHASING ANY PROPERTY. Property prices refer to the base price of the house and do not include options or premiums, unless otherwise indicated for a specific home. MHD IS NOT DESIGNING, CONSTRUCTING OR OFFERING HOMES FOR SALE IN MOUNTAIN HOUSE DEVELOPMENT.

MHD DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. MHD DOES NOT WARRANT THAT THE SITE OR ANY

PORTION OF THE SITE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SITE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND MHD DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

THE SITE AND THE RELATED LINKS DO NOT CONSTITUTE AN OFFER TO SELL REAL PROPERTY. OFFERS TO SELL PROPERTY MAY BE MADE AND ACCEPTED ONLY AT THE SALES CENTER FOR INDIVIDUAL COMMUNITIES. NEITHER THE SITE NOR ANY MATERIALS CONTAINED ON THE SITE WILL BE CONSTRUCTED AS LEGAL, ACCOUNTING, OR TAX ADVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE OR MHD ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SITE WILL CREATE ANY WARRANTY REGARDING ANY OF THE MHD ENTITIES OR THE SITE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SITE. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SITE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SITE) OR ANY LOSS OF DATA.

All MATERIALS are posted on this site for illustration purposes only and do not in any way indicate any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation or discrimination.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. MHD does not disclaim any warranty or other right that MHD is prohibited from disclaiming under applicable law.

1. **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE MHD ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SITE OR ANY MATERIALS OR CONTENT ON THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY MHD ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE MHD ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SITE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE ENTITIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE ENTITIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

1. **Dispute Resolution and Arbitration** With respect to any and all disputes arising out of or in connection with the Site or these Terms (including without limitation our Privacy Policy), MHD and you agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. You agree that MHD is entitled to obtain preliminary injunctive relief to the extent allowed by law to enforce any of the terms of these Terms.
 1. **Generally.** Any dispute between you and MHD with respect to these Terms that cannot be resolved by amicable discussion (including any question regarding its existence, validity or termination, or the application of the requirement to arbitrate claims), shall be resolved through binding arbitration in Orange County, California, conducted in the English language in front of a single arbitrator in accordance with the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting MHD.
 2. **No Class Actions.** YOU AND MHD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and MHD agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.
 3. **Enforceability.** If Section 11.2 is found to be unenforceable or if the entirety of this Section 11 is found to be unenforceable, then the entirety of this Section 11 will be null and void and, in that case, you and MHD agree that the exclusive jurisdiction and venue described in Section 14.2 will govern any action arising out of or related to these Terms.
2. **Forward Looking Statements. This Site may contain forward-looking statements that are subject to risks and uncertainties. These statements concern expectations, beliefs, projections, plans and strategies, anticipated events or trends and similar expressions concerning matters that are not**

historical facts. When used, the words “anticipate,” “believe,” “expect,” “intend,” “may,” “might,” “plan,” “estimate,” “project,” “should,” “will,” “would,” “result” and similar expressions that do not relate solely to historical matters are intended to identify forward-looking statements. We caution you that any forward-looking statements included in this Site are based on our current views and information currently available to us. Forward-looking statements are subject to risks, trends, uncertainties and factors that are beyond our control. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, estimated or projected. We caution you therefore against relying on any of these forward-looking statements. While forward-looking statements reflect our good faith beliefs, they are not guarantees of future performance. They are based on estimates and assumptions only as of the date hereof. We undertake no obligation to update or revise any forward-looking statement to reflect changes in underlying assumptions or factors, new information, data or methods, future events or other changes, except as required by applicable law.

3. **Links to Other Websites and/or Materials.** Hypertext or other computer “links” may appear on this Site that may be used to link to other website(s), including websites operated by other parties. These links are provided as a courtesy to Site visitors. MHD has no control over the linked websites or the materials, site plans, building renderings, floor plans, neighborhood maps, aerial photos, neighborhood photos, and/or enhanced descriptions of neighborhoods, other illustrations and other information, goods or services available or contained on these linked websites, including their privacy practices and terms and conditions of use. MHD is not responsible for and does not endorse or warrant in any way any materials, information, goods or services available through such linked websites or any privacy or other practices of such websites and MHD disclaims all liability with respect to your access to, use of, or transactions or other interaction with those linked websites. If you decide to access any of the linked websites, you do so entirely at your own risk.
4. **Miscellaneous**
 1. **General Terms.** These Terms, together with the Privacy Policy and any Additional Terms (defined in Section 14.4), are the entire and exclusive

understanding and agreement between you and MHD regarding your use of the Site. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision.

Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

2. **Governing Law.** These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and MHD submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Tracy, California for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Site from our offices in California, and we make no representation that Materials included in the Site are appropriate or available for use in other locations.
3. **Privacy Policy.** Please read the MHD Privacy Policy carefully for information relating to our collection, use, storage, disclosure of your personal information. The MHD Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
4. **Additional Terms.** Your use of the Site is subject to all additional terms, policies, rules, or guidelines applicable to the Site or certain features of the Site that we may post on or link to from the Site or otherwise communicate to you (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms. If there is any conflict or inconsistency between any Additional Terms and these Terms, these Terms will control.
5. **Consent to Electronic Communications.** By using the Site, you consent to receiving certain electronic communications from us as further described in

our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

6. **Contact Information.** You may contact us by sending correspondence to that address or by emailing us at jade@doloandco.com or pjsandhu@altamontdevelopment.com.
7. **No Support.** We are under no obligation to provide support for the Site. In instances where we may offer support, the support will be subject to published policies.
8. **International Use.** The Site is intended for visitors located within the United States. We make no representation that the Site is appropriate or available for use outside of the United States. Access to the Site from countries or territories or by individuals where such access is illegal is prohibited.