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The Site contains links to other Websites. Your use of such other Websites is subject to the terms of use, if any, contained within each such Website. If there is any conflict between the Terms set forth below and any terms or notices set forth on any other Website, then the terms of such other Website will control your use of that Website. Please review the terms of use for each Website so that you understand all of the terms that will apply.

In order to use the Services, you need Internet access. You also need equipment to access the Services, including computer, modem and other devices. You are responsible for the costs of your Internet access and the equipment needed, and BHI is not responsible for any of these costs. Some parts of the Site may contain mature or adult content intended for people who are at least 18 years old. If you view this adult content, we understand that you are telling us that you are at least 18 years old and that the material you are viewing is acceptable to you. Parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist parents in limiting access to content that may be harmful to minors.

Although we attempt to make sure all of the information on the Site, including but not limited to price, square footage, elevation and floorplan images, and lot size, is accurate, by continuing to use this Site, you acknowledge, understand and agree that it may not be current, accurate, or complete and that Builder Homesite, Inc. and its suppliers do not warrant or guarantee such accuracy. YOU ARE SOLELY RESPONSIBLE FOR INDEPENDENTLY VERIFYING ALL INFORMATION ON THE SITE BEFORE RELYING ON THAT INFORMATION IN ANY MANNER.

PRIVACY

We may collect certain non-personal and personally identifiable information from you when you use our Services. Any personally identifiable information we collect is subject to our Privacy Policy. We encourage you to read and understand our Privacy Policy.

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You may use the Services on the Site for your personal, non-commercial use. You may make a single copy of the individual screens you see when you use the Services, but only for your personal, non-commercial use, and not for further distribution or transfer to others. You may not and agree not to modify, reformat, copy, display, distribute, transmit, publish, license, create derivative works from, transfer or sell any information, products or services obtained from the Services, except as set forth in this Agreement.

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PROTECTING CHILDREN

The safety of children is very important to us. NewHomeSource.com and BuilderHomesite.com are general audience Websites that complies with the Children's Online Privacy Protection Act. When a child under age 13 attempts to register with BHI, we ask that they have a parent or guardian establish an account. This is to ensure that the parent or guardian consents to the collection and use of personally identifying information from that child. If a parent wishes to refuse to permit further collection or use of their child's information by BHI, that parent can send an e-mail to us at privacy@builderhomesite.com to request deletion of their child's account.

BHI strives to create a truly safe place for children on the Internet and over the airwaves. Parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist parents in limiting access to content that may be harmful to minors.

DISCLOSURE OF YOUR IDENTITY

From time to time we may receive requests to disclose the identities of our users. We only will disclose the identities of our users or other personally identifiable information in accordance with the terms of our Privacy Policy. See [Privacy Policy](#).

INDEMNITY

You understand that you are personally responsible for your behavior while on the Site and for all User Content provided via your account, and agree to indemnify and hold BHI and its affiliates and their officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Services, your User Content, or your access to the Site, or your violation of either these Terms or the rights of any third party.

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We can also change these Terms at any time, and your continued use of the Services after any change we make will mean that you agreed with the changes. Notice to you may be made by displaying notices or links to notices to you generally on the Services. IN THE EVENT THAT YOU DO NOT AGREE TO ANY CHANGE, PLEASE DO NOT ACCESS OR USE THE SERVICES IN ANY MANNER FOR ANY PURPOSE.

SCHEDULED AND UNSCHEDULED SITE DOWN TIMES

In order to ensure that you have the latest information and the best tools for your new home search, NewHomeSource.com regularly performs site maintenance. Our scheduled maintenance window is every Thursday from 1AM to 6AM Central time. However, there may be other delays and service interruptions from time to time. We apologize for any inconvenience this may cause you. If you have questions regarding this, please contact privacy@builderhomesite.com.

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BHI will not knowingly accept any advertising for real estate which is in violation of the law. All visitors to the Site are hereby informed that all dwellings advertised in this Site are available on an equal opportunity basis. To complain of discrimination call the U.S. Department of Housing and Urban Development toll-free at 800-669-9777. The toll-free telephone number for the hearing impaired is 800-927-9275.

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