

The Canyon Ranch Residences at Bellefontaine Website

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You shall indemnify and hold us harmless from any damage, loss, expense, including without limitation attorneys' fees and all costs of investigation, settlement and appeal, arising out of, resulting from or relating to any failure by you to comply with the Terms or any misrepresentation made by you in your use and participation in the information provided by the Site.

Opt-Out Provisions

In the event you sign up for any delivery of information from CR Lenox through your use of the Site, in addition to any opt-out information provided on such materials, you may ask to be eliminated from further contact by CR Lenox by sending a written request to healthyliving@canyonranch.com, or to Canyon Ranch, Attn: General Counsel, 8600 East Rockcliff Road, Tucson, Arizona 85750 and reasonable efforts will be undertaken promptly to remove you from any mailing lists.

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No Investment Representation

CR Lenox is selling Residences for personal use and enjoyment. CR Lenox is not making, nor does it condone, any representations about future income, profit or rental potential of any home. You should purchase a Residence for personal use and enjoyment without reliance upon any potential for future profit, rental income, economic or tax advantages.

Not an Offering of Property; Interstate Land Sales Disclaimers

This is not an offering of property in any jurisdiction that may have restrictions on interstate offerings of real estate, unless the property has been so qualified or exemptions are available. The properties or interest described herein may not be registered with the regulatory agency of jurisdictions where such prior qualification is required, including a jurisdiction in which you are located. Any information entering such jurisdictions shall be considered void and not an offering by CR Lenox. CR Lenox will not knowingly disseminate information in such jurisdictions prohibiting an offering without complying with such

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CR Lenox and principal(s) taking part in the public offering or sale of the Residences are not incorporated in, nor do they currently maintain an office within the State of New York. Unless the offering of any cooperative interests in real estate is otherwise qualified under applicable New York law as described below, the offering for sale of the Residences is neither made in the State of New York nor made to the residents of the State of New York. Until such time as all registration and filing requirements under the Martin Act and the Attorney General's regulations are complied with; a written exemption is obtained pursuant to an application and such is granted pursuant to and in accordance with the Cooperative Policy Statements #1, #7, or #12; or a "No-Action" request is granted (i.e., the offering has been "qualified" under New York law), no offering for sale of the Residences will be directed to any person or entity in or from the State of New York by, or on behalf of, CR Lenox or anyone acting with CR Lenox's knowledge, nor will any activities by CR Lenox under such circumstances target New York State residents. These disclosures have been made to ensure that CR Lenox has taken adequate measures to notify residents of the State of New York that it will not offer property that has not been previously qualified for sales in New York in or from the State of New York.

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CR Lenox reserves the right to bar use of Site by any person engaging in fraudulent activity, attempting to deliberately damage Site or conduct activities that are incompatible with these Terms. Additionally, CR Lenox reserves that right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion, and reserves the right to seek damages from any such person or persons to the fullest extent permitted by law.

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