

Terms & Conditions

DISCLAIMER

All amenities and land uses described in this Web site are proposed. There can be no assurance that the current proposed improvements, plans or amenities will be completed. Information on commercial properties and residential neighborhoods, prices, plans, dimension, features and/or amenities is subject to change without notice. Maps, plot plans and depictions of homes or other improvements are artist's conceptions and not to scale. Equal Housing Opportunity.

Introduction

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Changes

Banbury reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms of Use, in whole or in part, at any time by posting revised Terms of Use on the Site. Changes in these Terms of Use will be effective when such change is posted. Your continued use of the Site after any changes to these Terms of Use are posted will be considered acceptance of those changes. Banbury may terminate, change, suspend or discontinue any aspect of the Banbury website, including the availability of any features of the website, at any time. Banbury may also impose limits on certain features and services or restrict Your access to parts or the entire website without notice or liability.

Termination

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Do Not Use this Site For the Following Activities

While we accept communications from You through this Site, this Site is NOT the appropriate place to submit emergency reports, requests for maintenance and repairs, and other similar requests for assistance with specific property or Site issues. You should contact Your local property manager for all such activities. We do not monitor emails and communications that You send to us on this Site at all hours, and such prohibited request that You may make for emergencies or maintenance or repairs will not be handled in a timely manner if You submit the request through this Site. Banbury bears absolutely no responsibility or liability for any such improper requests submitted through this Site, or our failure to act upon such improper requests.

Other Sites

For Your convenience, Banbury may provide links to websites belonging to other companies, including affiliates of Banbury. Those sites are not under the control of Banbury and we do not monitor, make any representation with respect to or assume any liability with respect to any third-party sites, including, without limitation, for any products or services that are advertised or available for purchase through such third-party sites. The fact that Banbury has provided a link to such sites is not to be interpreted as an endorsement of their contents. You shall remain solely responsible for protecting Yourself from viruses and other destructive elements that may be present on those sites. Limitation of Liability Your use of this Site and material from this Site is at Your own risk. Banbury uses reasonable safeguards to ensure safe, uninterrupted service, but this Site and Services are provided on an "as is, as available" basis. Banbury makes no warranties or representations that this Site or the Services will be error-free, secure or uninterrupted. Banbury assumes no liability or responsibility for any damage to You, Your Computer, or Your other property, due to Your access to, use of, or downloading of this Site, our Services or any materials provided on this Site. Neither Banbury, any of its agents, nor any other party involved in creating, producing, or delivering this Site shall be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Banbury has been advised of the possibility of such damages), resulting from:

1. Your use or inability to use the website
2. unauthorized access to or alteration of Your transmissions or data
3. statement or conduct or any third party on the website
4. any other matter relating to the website

Without limiting the foregoing, this Site and the material provided on this Site are provided “AS IS” WITHOUT WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

Idea Submission / Use of Information

Banbury welcomes Your comments and suggestions on this Site, but Banbury does not seek to solicit any confidential or proprietary ideas, suggestions, materials or other information. Excluding Your Personally Identifiable Information (“PII”), which is subject to the Privacy Policy, any information that You send or submit online to Banbury or to business partners working on behalf of Banbury, including but not limited to feedback, data, questions, comments, suggestions, or the like (“Submissions”), shall be deemed non-confidential and the property of Banbury. Your submission of such information shall constitute an assignment to Banbury of all worldwide rights, titles, and interests in the Submissions, including the right to use, reproduce, modify, disclose and distribute the Submissions without limitation. Banbury shall be free to use any ideas, concepts, know-how or techniques contained in the Submissions for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products which incorporate or otherwise rely upon such information, and will not be liable for any use or disclosure of such Submissions. By submitting a Submission, You warrant that Banbury may publish such Submission, use it as part of its operations, and incorporate its concepts in Banbury products without liability or compensation to You. By submitting a Submission, You represent that You have proper authorization for this agreement. IF YOU ARE A REAL ESTATE OR PROPERTY BROKER, PLEASE SUBMIT ANY REQUESTS TO SHOW A PROPERTY OR TO NOTIFY US OF A CLIENT OR POTENTIAL CLIENT OF YOURS THROUGH THIS SITE.

Applicable Law

Any dispute arising out of Your use of this Site or material from this Site shall be resolved according to the laws of the STATE, United States of America, without giving effect to that state’s principles of conflicts of laws. Any dispute concerning this Agreement, or this Site, shall be subject to the exclusive venue of a court of competent jurisdiction in City, State.

PRIVACY POLICY

Privacy Policy/Your Privacy Rights

Thank you for being a valuable member of Banbury’s online audience. You are important to us, and we respect your privacy. This policy pertains to personal information collected through this website and on Banbury’s behalf through related websites. It does not pertain to information collected in other manners or offline. California residents, please see your California Privacy Rights section below. This site and Banbury’s other online products contain hyperlinks to other websites that may have information policies and practices different from ours. We have no control over those sites, are not responsible for their privacy policies, practices or content, and this Privacy Policy does not apply to them.

Personally Identifiable Information

You may provide us with personally identifiable information (“PII”) when you use this website or related websites by explicitly providing this information to us (e.g., through filling out “contact us” form or similar means). PII includes any information by which you can be personally identified, and may include your name, address, age, date of birth, electronic mail address, occupation, employment information, telephone number, education, the kind of service provided to you, credit card number, and other similar information.

Use and Disclosure of Your Information

We may use and/or disclose your PII for the following reasons:

- to contact you in response to your inquiries, comments and suggestions;
- to contact you otherwise when necessary;
- for the specific purpose for which it was volunteered;
- to track our visitors' use of the site for internal market research;
- to improve the site and the products and services Banbury promotes or provides through the site;
- to ask for your participation in brief surveys;
- to notify visitors about updates to the sites or services;
- to be provided to Banbury affiliates or third parties in connection with the legitimate business purposes of Banbury or the site;
- to be provided to third parties for the legitimate business purposes of those third parties;
- to generate aggregate statistical studies;
- as required by law or regulation, or as requested by government authorities, or for the protection of persons or property;
- in connection with an acquisition, merger, restructuring, sale or other transfer involving all or any portion of the business associated with the site; and
- for other business purposes.

We use reasonable security safeguards to protect the PII that we collect from unauthorized access. However, due to the design of the Internet, we cannot guarantee that communications between you and our servers will be free from unauthorized access by third parties.

How We Communicate with You

Your provision of PII online through our website or through information collected online on behalf of Banbury constitutes your affirmative consent that we may contact you by email, fax, and other communications for any of the uses stated above. See "How to Opt Out of Email Communications," below, for information regarding opting out of email communications.

Automatic Data Collection through Cookies and Other Means

We may record information about your computer and/or track your activity while you are using our website. For example, we may record how many times you click on a hyperlink, determine whether you visited our site from a particular Internet link or advertisement, or track your path through the site. This automatic data ("Automatic Data") collection may include but may not be limited to information collected by cookies, IP addresses, and transparent GIFs. We use this Automatic Data to report aggregated website activity and to better understand the needs of our users so we can make informed decisions regarding the content and design of the site. We may also use this Automatic Data to personalize your experience on our site. If you provide us with PII, we may combine and use the Automatic Data with the PII. Some of our online content may be provided by third parties that may collect Automatic Data regarding your online activity. These third parties include, for example, Google Ads and Burst Media. Information collected by third parties is subject to their own privacy policies and Banbury is not responsible for their privacy policies, practices or content.

Children's Privacy

We do not want to collect or maintain information from those under the age of 13. We do not permit children under 13 years of age to become registered users of our site. No part of our site is structured to attract anyone under 13. By using our site, you represent that you are not under 13 years of age.

TERMS OF USE

Your use of Banbury online products and sites constitutes your acceptance of the terms and conditions in this privacy policy as modified from time to time, including our collection and use of PII. If you are using the website on behalf of your employer, it means you are authorized to accept these terms on your employer's behalf. The Privacy Policy may be amended as needed, so users are encouraged to review this page from time to time. The amended Privacy Policy will be effective upon posting on the site. Your continued use of Banbury's online products and sites following the posting of changes to the Privacy Policy means that you accept the changes and our use of your PII in accordance with the revised policy. Banbury may, but is under no obligation to, provide you notice of such modifications to this Privacy Policy via email or other communication.

Your California Privacy Rights

For purposes of California residents, this Privacy Policy pertains to all information collected online, including through this website. Beginning on January 1, 2005, California law permits customers of Banbury who are California residents to request certain information regarding Banbury's disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us through the information provided in "How to Contact Us."

Non-U.S. Residents

If you do not reside in the U.S. and are visiting our site, if you provide PII to us, it may be transferred to and processed on computers in the United States and other countries. Do not provide your PII to us if you do not want this information to be transferred outside of your country, or if the laws in your country restrict these types of transfers. Instead, please contact us to make your inquiry. Your provision of PII to us will be handled in accordance with this Privacy Policy. Your provision of PII to us through this site means that you agree to the terms of this Privacy Policy.

How to Contact Us

Should you have any questions or concerns regarding these privacy policies, please email banburyinfo@banburydev.com.