

Privacy Notice

This website privacy notice (the "Privacy Notice") discloses the privacy practices of thecrossingsnh.com (the "Site") with respect to non-public personal information that The Crossings, NH may collect through the Site. This Privacy Notice applies to individuals only and may be changed at any time without notice. The Crossings, NH will notify individuals of the following:

1. What personally identifiable information is collected from you through the Site, how it is used and with whom it may be shared;
2. What choices are available to you regarding the use of your data;
3. The security procedures in place to protect the misuse of your information; and
4. How you can correct any inaccuracies in the information.

Information Collection, Use, and Sharing

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone. We will use your information to respond to you, regarding the reason you contacted us. Except as permitted by law, we will not share your information with any third party outside of The Crossings, NH, its affiliates and the members, directors, officers, employees, contractors, agents, advisers or consultants of the foregoing, as well as to regulators and certain service providers (such as the service provider that hosts this Site), other than as necessary to fulfill your request. Unless you ask us not to, we may contact you via email in the future to tell you about new products or services, or changes to this privacy policy.

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on the Site:

- See what data we have about you, if any;
- Change/correct any data we have about you;
- Have us delete any data we have about you; and/or
- Express any concern you have about our use of your data.

Security

We take precautions to protect your information. When you submit sensitive information via the Site, your information is protected both online and offline. Wherever we collect sensitive information, that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the Web page. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

Cookies

We use "cookies" on this Site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track

and target the interests of our users to enhance the experience on our site. Cookies also help The Crossings, NH diagnose problems with our servers. Usage of a cookie is in no way linked to any personally identifiable information on our site. By using this Site you consent to the use of cookies for these purposes.

The Crossings, NH seeks to safeguard information and, to that end, restricts access to information to potential recipients as noted above.

If you have any questions or comments about this Privacy Notice, please feel free to contact us via our contact form on this site.

Terms of Use

Last updated: June 2018

1. Introduction

These Terms of Use (the "Terms") written on this webpage shall manage your use of this Site (together with any materials presented herein). These Terms will be applied fully and affect to your use of this Site. By using this Site via any media or electronic device, including Internet, telephone and wireless devices, you agreed to accept all terms and conditions written in here in their entirety and without modification. You must not use this Site if you disagree with any of these Terms. The Crossings, NH reserves the right to change these Terms without notice at any time.

The Crossings, NH grants you a limited right to use the Site. At any time and for any reason we may revoke your right to use all or any portion of the Site. You may not violate or attempt to violate the security of the Site.

News, views, opinions, recommendations and other information obtained from sources outside of The Crossings, NH are believed to be reliable, but we cannot guarantee the accuracy or completeness of such information. Further, The Crossings, NH reserves the right to change or amend the information provided at any time and without prior notice.

Linked sites, "Hypertext links," and/or "hyperlinks," to or from other Internet sites may be included at times as a convenience to the user. The Crossings, NH is not responsible for information on any third-party web site that is referred in, accessible, or connected by hyperlink to, the Site. If you access any third-party web site through the Site or otherwise, you do so at your own risk. Hyperlinks to or from the Site do not constitute, and should not be viewed to reflect, a third-party endorsement of, sponsorship by, or affiliation with The Crossings, NH.

All materials on the Site are meant to be reviewed in their entirety, including any footnotes, legal disclaimers, restrictions, disclosures, and any copyright or proprietary notices, including those contained in these Terms.

2. Intellectual Property Rights

Other than the content you own, under these Terms, The Crossings, NH and/or its licensors own all the intellectual property rights and materials contained in this Site. You are granted limited license only for purposes of viewing the material contained on this Site. The Site is

owned by The Crossings, NH and the contents and structure of the Site are copyright protected. No information or data content contained on this Site, including any text (whether in full or in part), pictures or graphics, may be reproduced, transmitted, displayed, distributed, published or otherwise commercially exploited without the prior written consent of The Crossings, NH. Product and company names mentioned herein may be the trademarks of their respective owners, and any commercial use or distribution, publishing or exploitation of such products, company names or trademarks is strictly prohibited unless you have received the prior written consent of the applicable rights holder. In the course of reproduction of any materials from the Site, whether lawful or otherwise, you may not remove any copyright, trademark, or other proprietary notice or legend contained on (or reproduced from) the Site. You may not decompose, decompile, reverse engineer, disassemble or otherwise deconstruct all or any portion of the Site.

You agree not to link directly to any image, graphic, text or other content on the Site, such as using an "in-line" linking method to cause the content to be displayed on another web site, or to download or use images hosted on this Site for any purpose, including posting such images on another web site, unless in each case you have received the prior written consent of The Crossings, NH. The Crossings, NH may require that any link to the Site be discontinued, and/or revoke your right and ability to link to the Site from any web site at any time

3. Restrictions

You are specifically restricted from all of the following:

- Publishing any Site material in any other media;
- Selling, sub-licensing and/or otherwise commercializing any Site material;
- Publicly performing and/or showing any Site material;
- Using this Site in any way that is or may be damaging to this Site;
- Using this Site in any way that impacts user access to this Site;
- Using this Site contrary to applicable laws and regulations, or in any way may cause harm to the Site, or to any person or business entity;
- Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Site;
- Using this Site to engage in any advertising or marketing.

Certain areas of this Site are restricted from being accessed by you and The Crossings, NH may further restrict access by you to any areas of this Site, at any time, in absolute discretion. Any user ID and password you may have for this Site are confidential and you must maintain confidentiality as well.

As a condition of your use of this Site, you warrant to The Crossings, NH that you will not use this Site for any purpose that is unlawful or prohibited by these Terms. You will be responsible for any liability to The Crossings, NH that arises out of your breach of these Terms or your use of the Site.

The Crossings, NH has the right, but not the obligation, to monitor and record activity on the Site and respond as it deems appropriate. We may monitor and record activity on the Site for any reason or for no reason. We may investigate any complaint or reported violation of our policies. We may report any activity that we suspect may

violate any law or regulation to regulators, law enforcement officials, or other persons or entities that we deem appropriate. We may issue warnings, suspend or terminate use of the Site, deny access to all or part of the Site, or take any other action that we deem appropriate.

4. No Warranties

This Site is provided "as available" and "as is," with all faults. The Crossings, NH disclaims all warranties with respect to the site that the law allows it to disclaim. We disclaim all representations and warranties, express or implied, of any kind with respect to the Site including warranties of merchantability, fitness for a particular purpose, and non-infringement of intellectual property and proprietary rights. Also, nothing contained on this Site shall be interpreted as advising you.

Without limiting our general disclaimer, we do not warrant the availability, accuracy, completeness, timeliness, functionality, reliability, sequencing or speed of delivery of the Site or any part of the content, including with regard to financial results, based on the use of the information in or other uses of the Site. The use of the Site is at your own risk.

You are solely responsible for the security of your computer system, including, using and maintaining appropriate anti-virus, firewall and backup software. The Crossings, NH disclaims any responsibility or liability for any problem with your computer systems, including any Virus (as defined below) that your computer systems receive as a result of your use of the Site. As used herein, "Virus" means: (i) program code or programming instruction or set of instructions that disrupt, disable, harm, interfere with, otherwise adversely affect or without authorization access or delete computer programs, data files or operations; or (ii) other code typically described as a virus or by similar terms, including a Trojan horse, worm or backdoor.

5. Limitation of Liability

In no event shall The Crossings, NH (together with its affiliates and the members, directors, officers, employees, contractors, agents, advisers any consultants of any of the foregoing) be held liable for anything arising out of or in any way connected with your use of this Site whether such liability is under contract, connected to your use of this Site or your inability to access and/or use this Site. The Crossings, NH (together with its affiliates and the members, directors, officers, employees, contractors, agents, advisers and consultants of any of the foregoing) shall not be held liable for any indirect, incidental, punitive, consequential or special damages or liabilities, arising out of or in any way related to your use of this Site.

The Crossings, NH liability with respect to the Site is limited to the maximum extent permitted by law. Our liability is limited even if we have been advised of the possibility of the damages that you suffer or if any remedy you have is inadequate. This disclaimer of liability applies to any and all damages or injury, including those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, destruction or unauthorized access to, alteration of or use of any asset, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

This Site permits you to communicate electronically by sending an e-mail message to The Crossings, NH and its employees. The Crossings, NH shall not be liable for any actions taken or any omissions to act as a result of any e-mail message you send to The Crossings, NH or its employees.

6. Indemnification

You hereby agree to indemnify, defend and hold harmless, to the fullest extent, The Crossings, NH and its affiliate, agents, employees and third-party sources from and against any and all liabilities, costs and expenses (including attorneys' fees), demands, causes of citation, damages, suits, losses, claims, arising from or in any way related to your use of the Site, your breach of these Terms or any representation, warranty or covenant made by you in these Terms; your violation of any applicable law, statute, ordinance, regulation or of any third-party's rights; or any claims asserted by third-parties which, if proven, would place you in breach of representations, warranties, covenants or other provisions contained in these Terms.

7. Severability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

8. Variation of Terms

The Crossings, NH is permitted to revise these Terms at any time as it sees fit, and by using this Site you are expected to review these Terms on a regular basis.

9. Assignment

The Crossings, NH is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

10. Entire Agreement

These Terms constitute the entire agreement between The Crossings, NH and you in relation to your use of this Site, and supersede all prior agreements and understandings.

11. Governing Law Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of the State of Nevada, and you consent to submit to the exclusive jurisdiction of the state and federal courts located in the State of Nevada for the resolution of any disputes arising out of or relating to the use of this Site. Use of this Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this paragraph.

If you have any questions related to these Terms, please contact us via the Contact Form on this website.