

Diamond Ventures, Inc. Privacy Policy and Website Usage Agreement

Overview

This document describes the Diamond Ventures, Inc. policy regarding personal information, ongoing communication, site security and overall site usage of VisitSycamorePark.com. These provisions apply solely to online activities and are not necessarily applicable to practices DIAMOND VENTURES, INC. may engage in outside of VisitSycamorePark.com. Use of the website signifies your agreement to the terms and conditions of use set forth in this document. If you do not agree to these terms, you may not access or otherwise use this website.

Collection of Personal Information

On occasion we ask for personal data on this website. The information is used to fulfill requests you've made of us, such as e-mail updates and brochures by mail. By voluntarily providing personal information, you are consenting to the collection and use of your personal information in accordance with the terms of this Privacy Policy.

You may choose not to use any service that requires the use of your personal information in a manner not described in this Privacy Policy. Your use of VisitSycamorePark.com will be considered as your consent to the use of your personal information in the way described.

The request for e-mail communication or contact from DIAMOND VENTURES, INC. may result in the collection of (but is not limited to) the following information:

- Name
- Address
- E-mail address

E-mail Addresses

As a matter of policy your e-mail address will not be sold, rented, or shared with any other business or organization. Users may, from time to time, receive updates about new website features and other information relating to Sycamore Park. If you wish to be removed from our e-lists, contact Julie Wetterer at (520) 907-0867.

Personal Information

Partners of DIAMOND VENTURES, INC. may receive the mailing addresses, phone numbers and comments of website visitors who choose to provide that information. Your selections and personal notes on are treated as confidential. On occasion, we may combine system-wide data to create aggregate reports with no individual identity data.

Security of Personal Information

We exercise reasonable care to protect your non-public personal information. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. So while we strive to protect your non-public personal information, we cannot guarantee the security of any

information you transmit to us or receive from us. This is especially true for information you transmit to us via e-mail. We have no way of protecting that information until it reaches us. Once we receive your transmission, we maintain physical, electronic and procedural safeguards to protect your personal information.

We may disclose information, including non-public personal information, in special cases when we have a good faith belief that such action is necessary to: (a) conform to legal requirements or comply with the legal process such as, but not limited to, situations when we are required to do so by federal, state or local laws and regulations or when we receive a subpoena or are ordered by a court to do so; (b) protect and defend our rights; or (c) act to protect the interests of our users or others. Additionally, we may, without notice to you, provide aggregate statistics about visitors to the website(s), such as volume, traffic patterns and related site information to reputable third-party vendors, but these statistics will include no personal information.

Transmission of Information

All personal data provided to DIAMOND VENTURES, INC. online will be handled in accordance with the DIAMOND VENTURES, INC. Online Privacy Practices. Any other material, information or idea you transmit to or post on VisitSycamorePark.com by any means will be treated as non-confidential and non-proprietary, and may be disseminated or used by DIAMOND VENTURES, INC. or its affiliates for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. You are prohibited from posting or transmitting to or from this website any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

Third-Party Links

VisitSycamorePark.com may contain links to other sites, including those of our business partners. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the privacy practices employed by other sites and those other sites have not agreed to our privacy policy. Visit those sites for information regarding their privacy policy prior to providing personal information.

The links we provide on VisitSycamorePark.com are there for your reference and convenience. We do not control any of these websites, nor are we responsible for their content. DIAMOND VENTURES, INC. does not imply any endorsement of the material on such websites or any association with their operators by including these links on VisitSycamorePark.com. If you decide to access any of these websites you do so entirely at your own risk and you should be aware that upon using these links you will leave VisitSycamorePark.com.

Limitation of Warranty and Liability

THE WEBSITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE WEBSITE, IS PROVIDED

"AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, DIAMOND VENTURES, INC. AND ITS SUBSIDIARIES, AFFILIATES AND SUPPLIERS MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE WEBSITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE WEBSITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE OR ANY LINKED SITE. DIAMOND VENTURES, INC. AND ITS SUBSIDIARIES, AFFILIATES AND SUPPLIERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DIAMOND VENTURES, INC. DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DIAMOND VENTURES, INC. AND ITS SUBSIDIARIES, AFFILIATES AND SUPPLIERS SHALL NOT BE LIABLE FOR THE USE OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION THE CONTENT AND ANY ERRORS CONTAINED THEREIN AND THE SOFTWARE WHICH MAY BE DOWNLOADED THEREFROM; AND SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DIAMOND VENTURES, INC. AND USER. THIS SITE AND THE INFORMATION, SOFTWARE, FORMS, AGREEMENTS, AND DOCUMENTS WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Indemnification

You hereby agree to indemnify, defend and hold DIAMOND VENTURES, INC. and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of the Agreement or the foregoing representations, warranties and covenants, including, without limitation, attorneys fees and costs.

Modification of Terms and Conditions

DIAMOND VENTURES, INC. reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Modification of changes in the Agreement will be posted on the website. DIAMOND VENTURES, INC. may change, suspend or discontinue any aspect of the website at any time, including the availability of any

website feature, database, or content. DIAMOND VENTURES, INC. may also impose limits on certain features and services or restrict your access to parts or all of the website without notice or liability. By using this website you agree to be bound by any such revisions and should therefore periodically visit the page to determine the then current terms of use to which you are bound.

If you have questions about our privacy policy, call us at 520.577.0200 or write to:

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