

# Community Web Site Terms of Service

---

## 1. ACCEPTANCE OF TERMS

Welcome to our community web site also referred to as "the web site." The following are the current Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can always review the most current version of the TOS at any time in the "Documents" section of the web site.

## 2. MEMBER ACCOUNT, PASSWORD AND SECURITY

You are solely responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify the web administrator of any unauthorized use of your password or account or any other breach of security

## 3. MEMBER CONDUCT

- a. We do not accept users attacking each other in any way. This means no posts that threaten, make fun of, or attack others. These posts will be removed. Also, we expect posts to be clean with no foul language or links to offensive sites.
- b. Please do not post copyrighted materials on this site. If you copy and paste copyrighted material, it will be deleted. In addition, no material found on this site may be printed, published, or otherwise used without the written permission of the owner of this site.
- c. Any attempt by anyone entering this site to harvest e-mail and/or other information about our subscribers, affiliates or visitors is prohibited and will be dealt with to the fullest extent of the law.
- d. Graphics, pictures, or banners are not allowed in any posts or signatures and may be deleted by our Administrators without notice.
- e. Don't post commercial advertising messages or solicitations in message boards or during live chats. Any URL containing a referral code or referral address will be edited or deleted at the discretion of the Administrators. These are considered advertising. Listing of any URL in a signature is limited to only "home pages" that include no advertising or referral. Links to businesses or pages with advertising are prohibited in signatures. No "blind or hidden" referral links are allowed.
- f. The residents of the community, by and through their contracting authority, and pursuant to the provisions of Titles 39 and 47 of the United States Code Annotated, as amended from time to time, hereby place the reader and user of this web site on legal notice that the resident information contained herein may not be disclosed, disseminated, or used in any manner whatsoever, including, but not limited to purposes of solicitation of products or services by mail, telephone, or otherwise, without the express, advance written permission of the individual resident.
- g. Any conduct by you that in our discretion restricts or inhibits the use of this site by any other subscriber or visitor will not be tolerated. We reserve the right to pursue any and all legal and equitable remedies against you, including the posting of your address and the reporting of your activity to our partners, your Internet Service Provider (ISP), and other authorities.

Any material in any post that we determine to be disruptive, argumentative, or not suitable for our forum may be edited or deleted at the discretion of our Moderators or Administrators. An email will be sent to any member who has a post deleted for any reason. The notice will be sent to the address displayed in the member's User Profile. The User Profile email address is a member's responsibility. If an entire thread is deleted, only the member who posted the original message will be notified.

If we should fail to enforce any right or provision in these terms and conditions, you agree that this failure does not constitute a waiver of such right or provision.

If you are aware of any violations of these terms and conditions please report them to the website administrator.

#### 4. MEMBER RESPONSIBILITIES

You agree to not use the web site to:

- a. Transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. Harm minors in any way;
- c. Transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- d. Transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- e. Transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- f. Intentionally or unintentionally violate any applicable local, state, or national law;
- g. "Stalk" or otherwise harass another; or
- h. Collect, store or use personal data about other users or neighbors.

#### 5. INDEMNITY

You agree to indemnify and hold the association, and its subsidiaries, committee volunteers, affiliates, officers, agents, or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post to or transmit through the web site, your use of the web site, your violation of the TOS, or your violation of any rights of another.

#### 6. TERMINATION

You agree that the association or members of the web team, at its sole discretion, may terminate your password, account (or any part thereof) or use of the web site, and remove and discard any Content within the web site, for any reason. The association or members of the web team may at its sole discretion and at any time discontinue providing the web site, or any part thereof, with or without notice. You agree that any termination of your access to the web site under any provision of this TOS may be effected without prior notice, and acknowledge and agree that the web administrator may immediately deactivate or delete your account and all related information and files in your account. Further, you agree that the association or members of the web team shall not be liable to you or any third party for any termination of your access to the web site.

#### 7. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that the association or members of the web team shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the web site.

#### 8. LINKS

The web site may provide links to other World Wide Web sites or resources. Because the association or members of the web team has no control over such sites and resources, you acknowledge and agree the association or members of the web team are not responsible for the availability of such external

sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the association shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## 9. DISCLAIMER OF WARRANTIES

By logging on to the web site you expressly understand and agree that:

- a. Your use of the web site is at your sole risk. The service is provided on an "as is" and "as available" basis. The association expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

## 10. NOTICE

Notices to you may be made via either email or regular mail. The web site may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the web site.

If you violate any of the Policies listed in the Terms of Service or as listed in other areas of this site your email address may be posted as a policy violator and your membership may be revoked without notice.

The association, the Board of Directors, TOPS Software, AtHomeNet, or members of the web team are not liable for the content of any posts. We only review them for foul language, referral links, and other items covered in these policies. We do not verify or endorse as true any information posted by a member.

## 11. HEADINGS

All headings and subheading employed within this TOS are inserted only for convenience and reference only. Headings are not to be considered in the interpretation of any provision of this TOS.

## 12. INVALIDITY OF A PARAGRAPH

If any section, sentence, or paragraph of this TOS is found to be invalid, void or unenforceable, the remainder of the TOS will continue in force.