

**TERMS OF SERVICE FOR THE
Carriage Park Homeowners Association Website
<http://www.CPHAssn.org>**

Introduction

Welcome to the Carriage Park Homeowner Association Website (CPHAssn Website). Throughout these Terms of Service, the designation "CPHAssn" shall be used to represent the Carriage Park Homeowners' Association, its Board of Directors, committee volunteers, affiliates, officers, agents, partners, consultants, attorneys, and any entity or person hosting, designing or providing for administration of the Website.

Acceptance of Terms

By accessing any portion of the CPHAssn Website in any way or for any reason, you agree to be bound by the following Terms of Service. CPHAssn reserves the right to pursue any and all legal remedies, whether under law or equity, available to the CPHAssn based violation of these Terms of Service or any other conduct creating a right of action in favor of CPHAssn.

Right to Modify Without Notice

CPHAssn reserves the right to modify, update, remove or create additional Terms of Service at any time and for any reason without notice. CPHAssn Website users have the duty to act in compliance with the Terms of Service in effect at the time they are using the CPHAssn Website, and the duty to keep themselves informed of any changes to the Terms of Service.

Resident Account, Password and Security

By obtaining a resident access account, you agree to be solely responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your account. You agree to immediately notify CPHAssn of any unauthorized use of your account or any other breach of security. You further agree that you will not provide anyone with access to your CPHAssn Website account other than immediate family members. Unauthorized access to any password protected area or other area, which is meant to be unavailable to the general public, shall be subject to denial of service and loss of your privileges to access the CPHAssn website.

Suspension and Termination of Use

Resident and Owner access and/or use of the CPHAssn Website may, without notice, be suspended or permanently terminated at any time at the sole discretion of CPHAssn.

The CPHAssn shall in no way be liable to any resident or owner, CPHAssn Website user or any third party for any suspension, termination or any acts associated therewith.

Providing of Website

CPHAssn reserves the right to, in its sole discretion and at any time, discontinue providing the CPHAssn Website, or any part thereof, with or without notice.

Resident/Owner Conduct

Resident/owner access will automatically be suspended when a resident/owner or someone using an account partakes in inappropriate conduct. CPHAssn may terminate or suspend resident/owner account at any time within its discretion. Inappropriate conduct includes, but is not limited to the following:

- a. Resident/owner attacking, stalking or harassing any person or entity in any way. This includes posts that threaten, make fun of, or directly attack another or their reputation. This also includes posts containing offensive language or links to websites containing materials or content inappropriate for viewing by a family audience. In addition to suspension or termination of resident/owner access, any such posts will be immediately deleted;
- b. The printing, publishing or other use of materials or information found anywhere on the CPHAssn Website without written permission of the CPHAssn;
- c. The harvesting of e-mail and/or other information about CPHAssn members, subscribers, affiliates or visitors;
- d. The disclosure, dissemination or use of any content, or material found on the CPHAssn Website for commercial purposes, including, but not limited to, solicitation of products or services by mail, telephone, or otherwise;
- e. The transmission or posting of 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;

f. The transmission or posting of any content for which the CPHAssn Website user does not have a right to transmit pursuant to any duty created by law, including contractual and/or fiduciary duties i.e. inside, proprietary or confidential information, etc.;

g. The transmission, publishing or posting of any content that infringes upon any patent, trademark, trade secret, copyright or other proprietary right of any party. Such material or content will be deleted;

h. The transmission of any unauthorized advertising, promotional materials, 'junk mail,' 'spam,' 'chain letters,' 'pyramid schemes,' or any other form of solicitation;

i. The use of the CPHAssn Website in any way which violates any applicable law of any local government, North Carolina or any other state, or the United States whether such violation was intentional, negligent or accidental;

j. The use of the CPHAssn Website or the material contained therein to 'stalk' or otherwise harass anyone;

k. The use of the CPHAssn Website for any purpose which could potentially subject the CPHAssn to liability in any way; or

l. The use of the CPHAssn Website to collect, store or use in any way personal data about other users, members or neighbors.

Responsibilities and Indemnity

In consideration for your ability to make use of the CPHAssn Website, you agree that you are solely responsible for all acts of yourself or anyone using your resident/owner access. Additionally, you agree to indemnify and hold harmless the CPHAssn, as defined above, from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of any and all acts of yourself or anyone using your CPHAssn access.

Privacy

CPHAssn operates the CPHAssn Website primarily for the convenience of the resident/owner of property within Carriage Park (Owners). CPHAssn does not sell or otherwise make available owners' personal data to any other organization through this website. However, CPHAssn reserves the right to

share any personal, identifying or any other information about any CPHAssn Website user, or any resident/owner of the CPHAssn, with anyone outside of the CPHAssn, its consultants, advisors and legal counsel, when (1) required by law; (2) necessary to protect the Association's interests or reputation; or (3) consented to by the affected person or persons.

CPHAssn promises to exercise reasonable care and diligence in managing, transmitting and securing personal information associated with the CPHAssn Website. However, CPHAssn cannot guarantee the security or confidentiality of any information transmitted or posted to or otherwise contained within the CPHAssn Website. By using the CPHAssn Website for any purpose you do so at your own risk that the security or confidentiality of your private information may be compromised.

The CPHAssn Website may contain links to other websites. Such other websites and their content are outside the control of the CPHAssn. The CPHAssn will not be held responsible for the content of such websites. The terms and conditions of such external websites, including the privacy policies, may differ from those of the CPHAssn Website, and any user following said external links shall be governed by the terms and conditions of said external website.

CPHAssn does not collect any identifying information as the result of your use of the CPHAssn Website, with the exception of information sent to the CPHAssn via e-mail and the login information of members. To the extent a user's web browser sends information to the website, such information will not be used to identify or contact such user unless (1) required by law; or (2) necessary to protect the Association's interests or reputation. However, CPHAssn may use such information for statistical purposes related to the use and improvement of the CPHAssn Website.

CPHAssn reserves the right to send cookies to users of the CPHAssn Website and to require their acceptance by the CPHAssn Website user or make such acceptance deniable by the CPHAssn Website user.

Disclaimers

While the information provided within the CPHAssn Website is believed to be accurate, it may include errors or inaccuracies. Where a conflict arises between the content of the CPHAssn Website and any official documents of the CPHAssn the official documents shall prevail. CPHAssn makes no attempts to verify or endorse as true any information posted to the CPHAssn Website by anyone outside of CPHAssn, as defined above. Users of the CPHAssn Website assume all risk associated with reliance upon the accuracy and truthfulness of the information and content of the CPHAssn Website.

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