

# **New Albany Park Condominium Association Web Site Terms of Service**

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## **Section 1: Acceptance of Terms**

Your use of the New Albany Park Condominium Association web site constitutes your binding acceptance of the New Albany Park Condominium Association Web Site Terms of Service (TOS). You can review the most current version of the TOS in the Documents section of the web site.

## **Section 2: Purpose of Web Site**

The New Albany Park (NAP) web site is a family orientated amenity provided by the Association and maintained by community based volunteer Administrators. The main purpose of the web site is to enhance communication within the community. The website will allow residents a medium to express opinions on issues facing the community through the message board and the survey functionality. The Board of Directors hopes that this tool will be utilized by the community to promote an online environment that respects the diversity of our owners and reflects a common courtesy between neighbors.

## **Section 3: Membership and Account Security**

Web site membership is available to any resident household within NAP who truthfully and accurately registers all required information (including a legitimate eMail address and contact phone number) and obtains a unique Login Name and Password. Homeowners and lessees are responsible for supervision of household usage of the website. You agree to immediately notify the Administrator of any unauthorized use of your password or account, or breach of security, or violations of these terms of service.

## **Section 4: Member Conduct**

4.1 We do not accept users attacking each other in any way. This means no posts that threaten, make fun of, or attack others. We expect posts to be clean with no foul language or links to offensive sites. Please do not post copyrighted materials on this site. Do not transmit content that is unlawful. Do not post information that is confidential, invasive of another's privacy, or racially, ethnically or otherwise objectionable. Do not stalk or harass others. Do not harm minors.

4.2 Resident information in the secure area will not be disclosed or disseminated to non-residents or used for the solicitation of products or services. You may not share sensitive NAP documents or information with non-residents and non-homeowners without first obtaining written permission from the NAP Board of Directors.

4.3 Residents may not place commercial advertising messages or solicitations (including non-profit organizations) on the web site except links to the Homepages of realtors and agents selling or renting their homes. Any URL containing a referral code or referral address will be edited or deleted at the discretion of the Administrator. No blind or hidden referral links are allowed. Attempts to harvest e-mail and other information about our subscribers is prohibited.

4.4 Material or activities we determine to be illegal or to violate the TOS or other NAP Governing Documents may result in legal and/or equitable remedies against you. We reserve the right to report your activity to your internet service provider and other authorities. Any material in any post we determine to be disruptive, argumentative, or not suitable for our forum may be

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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 resident User Profile. The resident email address is a member's responsibility. If we fail to enforce any right or provision in these Terms and Conditions, you agree that this failure does not constitute a waiver of such a right or provision.

### **Section 5: Member Responsibility for Content**

You are responsible for all content that you upload, post, eMail, transmit or otherwise make available via the web site. Although we maintain the right to review, edit and remove content we do not control the content that is uploaded and, as such, we do not guarantee the accuracy, integrity or quality of such content.

### **Section 6: Web Site Privacy Policy**

6.1 Members are strongly advised to maintain and protect their privacy by choosing carefully what personally identifiable information is included in content posted on the web site and what User Profile information is made available to others in the secure area. Homeowners and lessees are responsible for maintaining the privacy and protection of children in their care.

6.2 Personal information may become available to third parties if you become subject to tracking technology used by external web sites over which we have no control. Some eForms on our site may be routed to third parties such as to our Property Manager. We may share personal information when required by law, such as when we respond to subpoenas, court orders, or legal processes. Personal information about you may be shared if we believe your actions violate applicable laws, NAP TOS, or any other NAP Governing Documents, or threaten the rights, property, or safety of our community, our users, others, or the viability of this web site.

6.3 Aggregate information may be made available to the NAP Board of Directors, homeowners, residents, and other third parties for the purposes of planning and improving community services. Data collected for statistical purposes such as logins, page use and surveys (unless otherwise stated) will not identify you personally.

### **Section 7: Indemnity**

You agree to indemnify and hold the New Albany Park Condominium Association, the Board of Directors, and its administrators, moderators, managers, 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 newalbanypark.com web site, your use of the web site, your violation of the TOS, or your violation of any rights of another.

### **Section 8: Termination**

You agree that the NAP Board of Directors or website Administrator, 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 NAP Board of Directors may at its sole discretion and at any time discontinue providing the newalbanypark.com 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

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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 New Albany Park Condominium Association, as well as its officers, directors, manager(s), agents and web site administrator shall not be liable to you or any third party for any termination of your access to the web site.

### **Section 9: 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 New Albany Park Condominium Association, as well as its officers, directors, manager(s), agents and web site administrator 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. Advertisements placed on this web site should not be considered an endorsement by the New Albany Park Condominium Association, its officers, directors, manager(s), agents, web site administrator, or the company that provides web site hosting services to the New Albany Park Condominium Association.

### **Section 10: Links**

The web site may provide links to other World Wide Web sites or resources. Because the NAP Board of Directors or website Administrator has no control over such sites and resources, you acknowledge and agree the NAP Board of Directors or website Administrator 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 NAP Board of Directors or website Administrator 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.

### **Section 11: Disclaimer of Warranties**

By logging on to the newalbanypark.com web site you expressly understand and agree that: Your use of the newalbanypark.com web site is at your sole risk. The service is provided on an "as is" and "as available" basis. Newalbanypark.com 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.

### **Section 12: Limitation of Liability**

YOU AGREE THAT THE NEW ALBANY PARK CONDOMINIUM ASSOCIATION, AS WELL AS ITS OFFICERS, DIRECTORS, MANAGER(S), AGENTS AND WEB SITE ADMINISTRATOR SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR LOSS OF GOODWILL, USE OF DATA (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), THAT RESULT FROM: (a) YOUR USE OF OR INABILITY TO USE THE WEBSITE; (b) ACCESS TO OR

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ALTERATION OF YOUR PERSONALLY-IDENTIFIABLE INFORMATION OR OTHER INFORMATION IN AN UNAUTHORIZED MANNER; (c) REPRESENTATIONS OR CONDUCT OF ANY THIRD PARTY RELATED TO THE WEBSITE; (d) YOUR USE OF OR INABILITY TO USE ANY PRODUCTS OR SERVICES PURCHASED DIRECTLY OR INDIRECTLY THROUGH THE WEBSITE OR ANY OTHER MATTER RELATING TO YOUR PURCHASE OR SALE OF SUCH PRODUCTS OR SERVICES; OR (e) ANY OTHER MATTER RELATING TO THE WEBSITE.