

# **Terms of Service:**

## **The Foothills of Windsor Homeowners Association**

### **1. ACCEPTANCE OF TERMS**

Welcome to the owner web site also referred to as The Foothills of Windsor Homeowners Association's 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.

### **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 Foothills of Windsor Homeowners Association's web administrator of any unauthorized use of your password or account or any other breach of security.

### **3. MEMBER CONDUCT**

a. 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.

b. The owners of The Foothills of Windsor Homeowners Association, by and through their contracting authority, and pursuant to the provisions of Titles 39 and 47 of the United States Code, as amended from time to time, hereby place the reader and user of this web site on legal notice that the owner 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 owner.

### **4. MEMBER RESPONSIBILITIES**

You agree to not use the web site to 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).

### **5. INDEMNITY**

You agree to indemnify and hold The Foothills of Windsor Homeowners Association, and its subsidiaries, committee volunteers, affiliates, Directors, agents, or other affiliates, 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 Foothills of Windsor Homeowners Association's 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 Foothills of Windsor Homeowners Association or members of The Foothills

of Windsor Homeowners Association's 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 Foothills of Windsor Homeowners Association or members of The Foothills of Windsor Homeowners Association's web team may at its sole discretion and at any time discontinue providing The Foothills of Windsor Homeowners Association's web site, or any part thereof, with or without notice. You agree that any termination of your access to The Foothills of Windsor Homeowners Association's web site under any provision of this TOS may be effected without prior notice, and acknowledge and agree that The Foothills of Windsor Homeowners Association's web administrator may immediately deactivate or delete your account and all related information and files in your account. Further, you agree that The Foothills of Windsor Homeowners Association or members of The Foothills of Windsor Homeowners Association's web team shall not be liable to you or any third party for any termination of your access to The Foothills of Windsor Homeowners Association's web site.

## 7. LINKS

The Foothills of Windsor Homeowners Association's web site may provide links to other World Wide Web sites or resources. Because The Foothills of Windsor Homeowners Association or members of The Foothills of Windsor Homeowners Association's web team has no control over such sites and resources, you acknowledge and agree The Foothills of Windsor Homeowners Association or members of The Foothills of Windsor Homeowners Association's 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 Foothills of Windsor Homeowners 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.

## 8. DISCLAIMER OF WARRANTIES

By logging onto the The Foothills of Windsor Homeowners Association's web site you expressly understand and agree that your use of The Foothills of Windsor Homeowners Association's web site is at your sole risk. The service is provided on an 'as is' and 'as available' basis. The Foothills of Windsor Homeowners 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.

## 9. 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 membership may be revoked. The Foothills of Windsor Homeowners Association, the Board of Directors, TOPS Software, AtHomeNet, or members of The Foothills of Windsor Homeowners Association's 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.

## 10. 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.

## 11. 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.

## 12. AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS NOTICES

You agree to accept The Foothills of Windsor Homeowners Association, Board of Directors, and/or Commonwealth Property Management notices, information, and communication electronically rather than a hard copy and will consider all such communication to be adequate notice of Association issues. You agree to receive copies of the newsletters, meeting notices, and other timely community notices in lieu of sending you hard copies. This does not include emailing bills, pre-lien and collection notices, hearing and violation notices, requests for alternative dispute resolution, ballots, or annual disclosures.

Please note that releasing your email address is intended for the private use of The Foothills of Windsor Homeowners Association business only, and will not be distributed, sold or otherwise, to any entity outside the Association. This *Agreement to Receive Electronic Communication Notices* can be rescinded by written request at any time.