

# Victoria Estates Homeowners' Association Website Policies

## Terms and Conditions of Website Use

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern our relationship with you in relation to this website. If you do not accept these Terms and Conditions you must immediately stop using this website.

### Privacy

We are committed to keeping your personal information private. Victoria Estates HOA will not sell, distribute, or share any personal information you provide. Any personal information we possess will be used for the sole purpose of administering the relationship between yourself and Victoria Estates HOA.

### Disclaimer

Certain information in this site connect to other people, companies and websites maintained by third parties over whom Victoria Estates HOA has no control. Victoria Estates HOA makes no representations as to the accuracy or any other aspect of information contained in our or any linked websites. In no event will Victoria Estates HOA, its related users, officers, owners, vendors or employees thereof be liable to you or anyone else for any decision made or action taken in reliance on the information in this website or for any consequential, special or similar damages, even if advised of the possibility of such damages. Always exercise proper care by consulting with appropriate professionals. The contents of the Website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the websites. We have no responsibility for the content of the linked websites.
- You may not create a link to this website from another website or document without Victoria Estates HOA prior written consent.

## **Prohibited Uses**

Prohibited uses of this website shall include, but not be limited to:

- Copying/Duplicating any content or images found on this website.
- Unauthorized distribution or sharing of passwords and/or access.
- Attempting to impersonate any person associated with Victoria Estates HOA.
- Any activity which adversely affects the ability of others to use this website as it is intended.
- Using the email system to send unsolicited email.
- Utilizing user contact information for any use other than non-commercial related business.

## **Passwords**

You may be assigned an account and password in order to access certain areas of this website. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to immediately notify Victoria Estates HOA of any unauthorized use of your password or account or any other breach of security. Victoria Estates HOA cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

## **User Submissions**

Any information, data, text, photos or content submitted for posting on this website will be considered non-confidential and non-proprietary and you warrant and represent that your submitted item is your own original work, that you alone own copyright, that it is an authentic and accurate depiction of the subject matter presented and that no other party has any right, title, claim or interest. Victoria Estates HOA will have no obligations with respect to such submissions. Victoria Estates HOA and its designees will be free to copy, disclose, distribute, reproduce, incorporate and otherwise use your submission.

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation, which has not been made expressly in this Agreement.