

## **Terms of Service**

### 1. ACCEPTANCE OF TERMS

Welcome to the Morgandale Condominium Association resident web site also referred to as "Morgandale." 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. The Morgandale Condominium Association web site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Morgandale Condominium Association web site constitutes your agreement to all such terms, conditions, and notices.

### 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 Morgandale web administrator of any unauthorized use of your password or account or any other breach of security

### 3. MEMBER CONDUCT

a. No material found on this site may be printed, published, or otherwise used without the written permission of Morgandale Condominium Association Inc., the owner of this site.

b. 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.

c. Residents are not permitted to post information on this website. Morgandale will accept requests from residents to post advertisements or other information. The Association, in its sole discretion, will determine what advertisements or information will be posted on the website and the duration of any approved posting.

d. The residents of Morgandale, by and through their contracting authority, and pursuant to the provisions of Titles 39 and 47 of the United States Code and the applicable provisions of the Pennsylvania Consolidated Statutes, 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.

e. 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.

f. 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.

g. If you are aware of any violations of these terms and conditions please report them to: \_\_\_\_\_.

#### 4. MEMBER RESPONSIBILITIES

You agree to not use the web site or any future version of the website that may have additional features, including a chat room or posting area, 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 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 Morgandale Condominium 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 Morgandale 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 Morgandale Condominium Association or members of the Morgandale 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 Morgandale Condominium Association or members of the Morgandale web team may at its sole discretion and at any time discontinue providing the Morgandale 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 Morgandale Condominium Association or members of the Morgandale 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 Morgandale Condominium Association or members of the Morgandale 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 Morgandale web site may provide links to other World Wide Web sites or resources. Because the Morgandale Condominium Association or members of the Morgandale web team has no control over such sites and resources, you acknowledge and agree the Morgandale Condominium Association or members of the Morgandale 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 Morgandale Condominium 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. DISCLAIMERS

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

a. Your use of the Morgandale web site is at your sole risk. The service is provided on an "as is" and "as available" basis. Morgandale 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.

b. You understand that there are many events within the Morgandale Condominium that include homeowners and their families and that photos of such events will be posted on the Morgandale web site. No personal information from children will be collected or disclosed through or on

the website. Only photos of groups that include children, not a photo of an individual child, will be posted and there will be no identifying names provided. In the event you desire for pictures of you or your minor children to be excluded from the website, you must notify the Association in writing.

#### 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.

#### 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.