

# Terms of Use

Spring Meadow Homeowner's Association ("SMHOA") website is owned and managed by The Spring Meadow Homeowners Association, Inc. The purpose of this Website ("Website") is to provide information to and about the Spring Meadow Homeowners Association and the activities of its Board of Directors and Committees. These Terms of Use ("Terms") are intended to help SMHOA website users understand and differentiate between suitable and inappropriate use of the Website.

The Terms are an agreement between the SMHOA and individual users. By accessing, browsing, or using this service, User agrees to be bound by these terms. The SMHOA Board of Directors may, at any time revise these Terms of Use by updating this posting; User's continued use of the service following the posting of notice of a change will confirm User's acceptance of the change.

## **Rules and Restrictions on Submissions**

1. Users should exercise common sense and courtesy in submitting materials for posting on the website ("Submissions"). Inappropriate submissions include, for example, comments or materials that:

- a. make false or defamatory statements about others;
- b. are obscene, vulgar, abusive, hateful or threatening;
- c. harass or discriminate on the basis of race, religion, nationality, ethnicity, gender, sexual preference or other factors; or
- d. are invasive of the privacy rights of others (e.g., by including addresses, phone numbers or other personal information about third persons without their consent.)

2. Submissions may not include content or materials that violate the copyrights, trademarks or other intellectual property rights of third parties.

3. Submissions may not contain unauthorized disclosures of proprietary or confidential information.

4. Users may not use the Website in a manner or for a purpose that could violate federal or state antitrust laws.

5. Users may not use the Website to promote or provide instructional information about illegal activities or for any purpose that may be illegal.

6. Users may not post anything of a commercial nature such as advertisements or promotions of products, organizations, or events unrelated to the activities of SMHOA.

Due to the SMHOA's status as a tax-exempt organization and legal limitations on its activities, the Website may not contain comments or materials supporting or opposing any candidates for political office or measures subject to voter approval or otherwise engage in political activity or activity inconsistent with SMHOA's purposes.

SMHOA Website Administrators (“Administrators”) will remove posts that do not conform to the provisions of these Terms.

### **Ownership of the Website, its Contents, and Associated Trademarks**

All postings originated by the SMHOA and published on the Website are protected by the International Copyright Convention and owned by the SMHOA. Except as permitted under U.S. Copyright laws, the Website and its contents may not be copied, reproduced, republished or sold, posted, transmitted, distributed, modified, or used for the creation of derivative works without prior written consent from the SMHOA’s Board of Directors. The SMHOA grants users a non-exclusive, non-transferable, limited license to access, display and/or download the Web pages within this site, solely on User’s computer and for User’s personal, non-commercial use, and provided that User agrees not to modify the content displayed on this site and to keep intact all copyright, trademark and other proprietary notices contained therein.

The User understands that submissions are not confidential and The SMHOA will be free (without compensation to User) to use or disseminate submissions on an unrestricted basis for any purpose.

User agrees that submissions may be published, displayed, copied, distributed, downloaded, or transmitted by the SMHOA or other Website participants, and User grants the SMHOA and all other Users of the Website an irrevocable, unrestricted, perpetual, worldwide, royalty-free license to use, copy, reproduce, display, publish, distribute, transmit, adapt, modify or use for the creation of derivative works (including in digital form) such submissions except where a contributor has secured an agreement from the SMHOA Board of Directors acknowledging contributor’s retention of publication rights. User agrees that, when doing so, citations consistent with those required by U.S. Copyright Law, is to accompany republication, display, distributions and transmissions. In instances where the ownership of a submission has been retained by a contributor, all rights to use, copy, reproduce, display, publish, distribute, transmit, adapt, or modify must be secured from that contributor.

All Trademarks owned by The SMHOA and published on the Website are property of The SMHOA trademarks may not be copied and used by Users without prior written approval from The SMHOA Board of Directors.

### **DISCLAIMERS**

THE SMHOA MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR SUFFICIENCY OF THE INFORMATION POSTED ON THE WEBSITE, WHETHER POSTED BY THE SMHOA OR ANY THIRD PARTY. THE SMHOA BOARD OF DIRECTORS MAKES NO WARRANTY THAT THE GROUP, OR ANY COMPUTER, SERVER, DEVICE, SOFTWARE, OR OTHER TECHNOLOGY ASSOCIATED WITH THE GROUP, IS FREE OF VIRUSES, WORMS, OR OTHER ELEMENTS OR CODES THAT MANIFEST CONTAMINATING OR DESTRUCTIVE

PROPERTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

The SMHOA does not endorse, approve, recommend, or certify any information, product, process, service or organization presented or mentioned on the Website, and information from the Website shall not be referenced in any way to imply such approval or endorsement. This Website may provide links or references to non-SMHOA websites and resources. SMHOA makes no representations, warranties, or other commitments whatsoever about any non-SMHOA websites or third-party resources that may be referenced in, accessible from, or linked to any SMHOA. A link to a non-SMHOA website does not mean that the SMHOA endorses the content or use of such website or its owner. User acknowledges and agrees that the SMHOA is not responsible for the availability of such external sites, and is not responsible or liable for any content, services, products, or other materials on or available from those sites.

The views expressed on the Website are those of the individual participants. They do not and should not be construed as representing the views of the SMHOA. While the SMHOA Board of Directors reserves the right to monitor the Website and remove submissions or materials it believes are inconsistent with these Terms or in the best interests of the SMHOA and its members, the SMHOA Board of Directors has no obligation to do so.

#### **LIMITATIONS OF LIABILITY**

NEITHER THE SMHOA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES SHALL BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING FROM OR, IN ANY WAY, RELATING TO (A) THE USE OF OR INABILITY TO USE THE WEBSITE (B) ERRORS IN OR OMISSIONS FROM WEBSITE CONTENT, (C) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN ANY WEBSITECONTENT, (D) THE UNAVAILABILITY OF THE WEBSITE, (E) ANY USE OF THE WEBSITE OR RELIANCE BY THE USER ON ANY INFORMATION OR CONTENT CONTAINED THEREIN; NOR SHALL THEY BE LIABLE TO USERS OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY WAY RELATING TO THE FOREGOING, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

IN NO EVENT MAY USER BRING ANY CLAIM OR CAUSE OF ACTION AGAINST THE SMHOA MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES. REPRESENTATIONS BY USERS; INDEMNIFICATION USER IS SOLELY RESPONSIBLE FOR THE CONTENT OF HIS/HER SUBMISSIONS TO THE WEBSITE. USER REPRESENTS THAT HE/SHE HAS ALL RIGHTS NECESSARY TO POST THE INFORMATION, CONTENT OR MATERIALS SUBMITTED TO THE WEBSITE WITHOUT VIOLATING THE COPYRIGHTS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, AND THAT NO SUBMISSION BY THE USER WILL VIOLATE THE LAWS OR THE RIGHTS OF THIRD PARTIES. USER HEREBY INDEMNIFIES AND AGREES TO HOLD HARMLESS THE SMHOA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM ANY AND

ALL CLAIMS ASSERTED AGAINST THEM AND ANY LIABILITY, LOSS, DAMAGE, COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED OR SUFFERED BY THEM IN CONNECTION WITH OR ARISING OUT OF USER'S ACTS OR OMISSIONS OR THE MATERIALS OR INFORMATION USER SUBMITS TO THE WEBSITE.

### **Choice of Law and Venue**

This Agreement will be interpreted and governed in all respects by the laws of the State of Oregon without regard to its choice of laws or rules. Any dispute arising under these Terms or in connection with the User's use of the Website shall be subject to the exclusive jurisdiction of either the state or federal courts in and for Linn County, Oregon, and User and the SMHOA hereby consent to the personal jurisdiction of such courts over them.

### **Procedures for Requesting the Removal of Infringing Material**

The owner of a copyrighted work (or the agent for the owner) who believes that material posted on the Website infringes on the copyrighted work may request that the allegedly infringing material be removed from the Website by notifying the SMHOA designated agent for such purposes:

Kurt Powell  
Willamette Community Management  
wcm@willamettecm.com