

Web Site Terms and Conditions of Use

This page states the Terms and Conditions under which you may use the Park Village Homeowners Association, Inc.'s Web Site. Please read this page carefully. If you do not accept the Terms and Conditions stated here, do not use the Web Site. Park Village may revise these Terms and Conditions at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you.

Section 1. Use of Material.

Park Village authorizes you to view and download a single copy of the material on this Web site ("Web Site") solely for your personal, non-commercial use. Special rules may apply to the use of certain software and other items provided on the Web Site. Any such special rules are listed as "Legal Notices" on this Web Site and are incorporated into this Agreement by reference.

The contents of this Web Site, such as text, graphics, images and other material ("Material"), are protected by copyright under both United States and foreign laws. Unauthorized use of the Material may violate copyright, trademark, and other laws. You must retain all copyright and other proprietary notices contained in the original Material on any copy you make of the Material. You may not sell or modify the Material or reproduce, display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose. The use of the Material on any other Web site or in a networked computer environment for any purpose is prohibited. The Park Village logo is copyrighted by the Park Village Homeowners Association, Inc.

If you violate any of these Terms, your permission to use the Material automatically terminates and you must immediately destroy any copies you have made of the Material.

Section 2. Liability.

The Material may contain inaccuracies or typographical errors. Park Village makes no representations about the accuracy, reliability, completeness, or timeliness of the Material or about the results to be obtained from using the Web Site and the Material. The use the Web Site and the Material is at your own risk. Changes are periodically made to the Web Site and may be made at any time.

PARK VILLAGE DOES NOT WARRANT THAT THE WEB SITE WILL OPERATE ERROR-FREE OR THAT THIS WEB SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL GOODS. IF YOUR USE OF THE WEB SITE OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, PARK VILLAGE IS NOT RESPONSIBLE FOR THOSE COSTS.

THE WEB SITE AND MATERIAL ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND. PARK VILLAGE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. PARK VILLAGE AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, TEXT, GRAPHICS, PHOTOS, AND LINKS.

Section 3. Disclaimer of Consequential Damages.

IN NO EVENT SHALL PARK VILLAGE, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED AT THIS SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND) CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEB SITE AND THE MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PARK VILLAGE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 4. User Submissions.

Generally, any communication, including photos, which you post to the Web Site or submit to Park Village for posting to the Web Site, is considered to be non-confidential. If particular Web pages permit the submission of communications, which will be treated by Park Village as confidential, that fact will be stated in "Legal Notices" on those pages. By posting communications to the Web Site or submitting communications to Park Village for posting to the Web Site, you automatically grant Park Village a royalty-free, perpetual, irrevocable non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the communication alone or as part of other works in any form, media, or technology whether now known or hereafter developed.

As a User, you are responsible for your own communications and are responsible for the consequences of their posting. You must not do the following things: Post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; post material that reveals trade secrets, unless you own them or have the permission of the owner; post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another User or any other person or entity; post sexually-explicit image; post advertisements or solicitations of business without express permission; post chain letters or pyramid schemes; or impersonate another person.

Park Village does not represent or guarantee the truthfulness, accuracy, or reliability of any of communications posted by other Users or endorse any opinions expressed by Users, You acknowledge that any reliance on material posted by other Users will be at your own risk.

Park Village does not screen communications in advance and is not responsible for screening or monitoring material posted by Users. If notified by a User of communications which allegedly do not conform to this Agreement, Park Village may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. Park Village has no liability or responsibility to Users for performance or non-performance of such activities. Park Village reserves the right to expel Users and prevent their further access to the Web Site for violating this Agreement or the law and the right to remove communications which are abusive, illegal, or disruptive.

Section 5. Links to Other Sites.

The Web Site contains links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by Park Village of the contents on such third-party Web sites. Park Village is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If you decide to access linked third-party Web sites, you do so at your own risk.

Section 6. Software Licenses.

All software that may be made available for downloading from the Web Site ("Software") may be protected by copyright or other rights. The use of such software is governed by the terms of the software license agreement or designated "Legal Notice" accompanying such software ("License Agreement"). The downloading and use of such software is conditioned on agreement to be bound by the terms of the License Agreement.

Section 7. Indemnity.

You agree to defend, indemnify, and hold harmless Park Village, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Material or your breach of the terms of this Agreement. Park Village shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

Section 8. User Information.

Park Village may use the information it obtains relating to you, including your name, phone number, mailing address, email address and use of the Web Site, for its internal business. Park Village shall protect information obtained from Users according to its "Privacy Policy."

Section 9. Electronic Mail.

Electronic mail sent through the Web Site and its e-mail facility to Park Village office holders may be monitored by authorized Park Village personnel for the purpose of quality assurance and guaranteeing service to Users. Communications are considered of a business nature and privacy should not be assumed.

Section 10. General.

This Web Site is based in Cary, North Carolina. Access to the Materials may not be legal by certain persons. This Agreement is governed by the internal substantive laws of the State of North Carolina without respect to its conflict of law principles. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in a particular "Legal Notice" for Material on particular web pages, this Agreement constitutes the entire Agreement between you and Park Village with respect to the use of Web Site. Any changes to this Agreement must be made in writing, signed by an authorized representative of Park Village.