

## **TERMS OF SERVICE**

### **I. OVERVIEW**

This website is operated by the Ludlow Maintenance Commission (“LMC”) a non-profit corporation organized and existing under the laws of the State of Washington. Throughout the website, the terms “we”, “us”, “our”, and “LMC” refer to the Ludlow Maintenance Commission. We offer this website, including all information, tools, documents, and services available from this website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our website, you agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the website, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the website, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new features or tools which are added to the current website shall also be subject to the Terms of Service.

### **II. WEBSITE TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this website.

You may not use our website for any illegal or unauthorized purpose nor may you, in the use of the website, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature or use the LMC website in any manner which could damage, disable, overburden, or impair the website or interfere with any other party’s use and enjoyment of the website.

A breach or violation of any of the Terms will result in an immediate termination of your privileges as a user of the website.

### **III. GENERAL CONDITIONS**

We reserve the right to refuse access to or use of the website to anyone for any reason at any time.

You understand that your content may be transferred unencrypted and involve: (1) transmissions over various networks; and (2) changes to conform and adapt to technical requirements of connecting networks or devices. Personal information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the content on our website, use of the website, or access to the website or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **IV. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this website is not accurate, complete or current. The material on this website is provided for general information only and should not be relied upon or used as the

sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this website is at your own risk.

This website may contain certain historical information. Historical information, by definition, is not current and is provided for your reference only. We reserve the right to modify the contents of this website at any time, but we have no obligation to update any information on our website. You agree that it is your responsibility to monitor changes to our website.

## V. LMC DOCUMENTS

The LMC documents which may be accessed from this website are made available as a convenience to LMC members. Members are cautioned that LMC makes no warranty or guarantee as to the accuracy, completeness or currentness of the documents made available on this website. Users are cautioned that LMC's governing documents, which include the Declarations recorded under Auditor's file Nos. 196208, 200394, 221958, 256623, 251839, 319253, 406381, and 375073, the Bylaws, Rules, and Amendments thereto (the "Governing Documents") are the LMC documents which are in full force and effect, and in the event of any conflict between the Governing Documents and the documents made available on this website, the Governing Documents shall prevail. It is not intended that the LMC documents made available on this website be utilized by homeowners associations other than the LMC.

## VI. OPTIONAL TOOLS

We may provide you with access to third party tools or services over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools and services "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## VII. THIRD PARTY LINKS

Certain content, resources and services available via our website may include materials from third parties.

Third party links on this website may direct you to third party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third party products or services should be directed to the third party.

## VIII. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by e-mail, by postal mail, or otherwise (collectively "comments"), you agree that we may, at any time, without restriction, edit, copy, publish,

distribute, translate and otherwise use in any medium any comments that you send to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

#### IX. INFRINGEMENT POLICY

LMC respects the intellectual property of others, and we ask our users to do the same. LMC will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act, the Copyright Act, and other applicable intellectual property laws with respect to any alleged or actual infringement.

#### X. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the website or its content: (1) for any unlawful purpose; (2) to solicit others to perform or participate in any unlawful acts; (3) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (4) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (5) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (6) to submit false or misleading information; (7) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of our website or of any related website, other websites, or the Internet; (8) to collect or track the personal information of others; (9) to spam, phish, pharm, pretext, spider, crawl, or scrape; (10) for any obscene or immoral purpose; or (11) to interfere with or circumvent the security features of our website or any related website, other websites, or the Internet. We reserve the right to terminate your use of our website or any related website for violating any of the prohibited uses.

#### XI. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our website will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of our website will be accurate or reliable.

You agree that from time to time we may remove or shut down our website for indefinite periods of time or cancel any services offered on our website at any time, without notice to you.

You expressly agree that your use of, or inability to use, the website is at your sole risk. The website and all services delivered to you through the website are (except as expressly stated by us) provided "as is" and "as available" for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or fitness for a particular purpose, durability, title, and non-infringement.

IN NO CASE SHALL LMC OR ITS SERVICE PROVIDERS OR SUPPLIERS BE LIABLE FOR ANY

INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOSS OF DATA OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF OUR WEBSITE OR ANY SERVICES PROCURED USING OUR WEBSITE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF OUR WEBSITE OR ANY SERVICE PROCURED USING OUR WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## XII. INDEMNIFICATION

You agree to indemnify, defend and hold harmless LMC and our affiliates, partners, agents, licensors, service providers, suppliers, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third party.

## XIII. SEVERABILITY

If any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## XIV. TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our website.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## XV. ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this website or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## XVI. GOVERNING LAW; JURISDICTION

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of Washington, without regard to principles of conflict of laws and you hereby consent to the exclusive jurisdiction and venue of courts in Jefferson County, Washington, United States of America in all disputes arising out of or relating to the use of the LMC website.

#### XVII. CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or any product or service procured using our website following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

#### XVIII. CONTACT INFORMATION

If you have questions or suggestions, please contact us at [beachclub@olympus.net](mailto:beachclub@olympus.net).