

## **AAGA Website Terms of Service**

This page states the Terms of Use ("Terms") under which You may use [www.aagaonline.com](http://www.aagaonline.com) ("AAGA website"), an on-line association management services portal and guide. Please read these Terms carefully. If You do not accept the Terms stated here, do not use AAGA Website and its services. By using AAGA Website, You agree to be bound by these Terms, including the AAGA Website Privacy Statement.

### **1. Eligibility.**

You must be 18 years of age or older, or the age of majority as that is defined in your jurisdiction, whichever is older, to visit or use AAGA Website in any manner. By visiting AAGA Website or accepting these Terms, You represent and warrant to AAGA Website that You have reached the age of majority in your jurisdiction, and that You have the right, authority and capacity to agree to and abide by these Terms. You also represent and warrant to AAGA Website that You will use AAGA Website in a manner consistent with any and all applicable laws and regulations.

### **2. Use of AAGA Website Content.**

AAGA Website authorizes You to view and access a single copy of the content available on or from AAGA Website solely for your personal use. The contents of AAGA Website, and of all other Web sites under AAGA Website's control, whether partial or otherwise (AAGA Website and such other Web sites are sometimes collectively referred to as "AAGAONLINE.COM Sites") such as text, graphics, images, logos, button icons, software and other AAGA Website content (collectively, "AAGA Website Content"), are protected under both United States and foreign copyright, trademark and other laws. All AAGA Website Content is the property of [Company] or its content suppliers or clients.

You further agree to in no other way misuse AAGA Website Content that appears on this Site, other than those specifically permitted herein or by written agreement with AAGA Website. Unless specifically permitted herein or in writing by AAGA Website, the use of the AAGA Website Content on any other Web site or in a networked computer environment for any purpose is prohibited.

### **3. AAGA Website's Ownership Rights.**

AAGA Website and its licensors own all right, title and interest, including without limitation all worldwide intellectual property rights in the AAGA Website Products and Services, and all such rights to all derivative works or enhancements of, in and to, or relating to, the AAGA Website Products and Services. By entering into this Agreement or by using AAGA Website, You will not acquire any intellectual property or similar rights in the AAGA Website Products or Services other than a limited right to use the Products or Services for Your personal benefit.

### **4. AAGA Website Site Restrictions.**

You may not use any AAGA Website Site in order to transmit, post, distribute, store or destroy material, including without limitation, AAGA Website Content, (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

You agree that you will not use the AAGA Website site in any manner that could damage, disable, overburden, or impair the AAGA Website site or interfere with any other party's use and enjoyment of the AAGA Website site. You may not obtain, use or access, or attempt to obtain, use or access, any materials or information through any means not intentionally made publicly available or provided for through the AAGA Website site.

### **5. Advertisers.**

If You Participate as an Advertiser, You are solely responsible for all advertising content You transmit or submit to AAGA Website or through the AAGA Website Advertiser Program, whether created by or for You, including but not limited to: (i) artwork, written content, images, photos, graphics, music, animation, data, text, information, URLs, hypertext links, scripts and the content and material included in such components; and (ii) websites and content proximately reachable from such advertising content (collectively, "Ads"). Prior to providing any Ads and Participating as an Advertiser, You may be required to read and accept additional written terms and conditions governing Your submission of Ads to AAGA Website (the "Advertiser Agreement"). AAGA Website disclaims all liability relating to Your Ads and You agree to indemnify AAGA Website for all losses AAGA Website incurs associated with the Ads.

By submitting Content for advertising to any public area of any AAGA Website Site, You automatically grant to AAGA Website and its affiliates an irrevocable, royalty-free, perpetual, fully paid non-exclusive right (including moral rights) and worldwide license to use, copy, reproduce, modify, adapt, publish, translate, communicate to the public, perform, display, and distribute such Content (in whole or in part) and to prepare derivative works of, or incorporate into other works (in any form, media or technology now known or later developed, for the full term of any rights that may exist in such content) such Content, and to grant and authorize sublicenses thereof (through multiple tiers).

AAGA Website does not represent or guarantee the truthfulness, accuracy, or reliability of Advertiser Content.

## **6. Copyright Agent.**

We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to AAGA Website, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:

Your address, telephone number, and email address;

A description of the copyrighted work that you claim has been infringed;

A description of where the alleged infringing material is located;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Attn: Association Executive

Apartment Association of Greater Augusta

PO Box 211325

Augusta, GA 30917

office@aagaonline.com

## **7. AAGA Website's Liability.**

AAGA Website acts as a venue for on-line association management services portal and guide. AAGA Website may take any action with respect to Content that it deems necessary or appropriate in its sole discretion if it believes that such Content could create liability for AAGA Website, damage AAGA Website's brand or public image, or cause AAGA Website to lose (in whole or in part) the services of its ISPs or other suppliers. While AAGA Website reserves the right in its sole discretion to remove Content or other material from AAGA Website from time to time, AAGA Website does not assume any obligation to do so and disclaims any liability for failing to take any such action.

The AAGA Website Sites and the AAGA Website Content may contain inaccuracies or typographical errors. AAGA Website makes no representations about the accuracy, reliability, completeness, or timeliness of any AAGA Website Content. The use of all AAGA Website Content is at your own risk. Changes are periodically made to AAGA Website Sites and may be made at any time. AAGA Website cannot guarantee and does not promise any specific results from use of AAGA Website or any AAGA Website Site. No advice or information, whether oral or written, obtained by You from AAGA Website or through or from AAGA Website or any other AAGA Website Site shall create any warranty not expressly stated herein.

## **8. DISCLAIMER OF WARRANTIES.**

THE SITE, INCLUDING, WITHOUT LIMITATION, ALL SERVICES, CONTENT, FUNCTIONS AND MATERIALS, IS PROVIDED "AS IS," "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS AND IMPLIED. WE DO NOT WARRANT, REPRESENT OR COVENANT THAT THE WEB SITE OR THE SERVICES, CONTENT, FUNCTIONS OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE WEB SITE WILL MEET USERS' REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. AAGA Website ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE SITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, AUDIO OR SOFTWARE FROM THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

## **9. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL AAGA Website, ITS AFFILIATES OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE, WHETHER IN AN ACTION BASED ON A CONTRACT INDEMNIFICATION, OBLIGATION, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), COLLATERALLY OR ARISING FROM ANY STATUTORY DUTY, PRE-CONTRACT OR OTHER REPRESENTATIONS, OR OTHERWISE, HOWEVER ARISING, FOR ANY ECONOMIC LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS) OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE WEB SITE, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **10. Local Standards**

We do not represent that materials on the AAGA Website site are appropriate for use in all locations. Persons who choose to access the AAGA Website site do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **11. Links to Content and Other Sites.**

AAGA Website and certain other AAGA Website Sites contain links to third party Web sites and content. These links are provided solely as a convenience to You and not as an endorsement by AAGA Website of the contents on such third-party Web sites. AAGA Website 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.

AAGA Website and certain other AAGA Website Sites contain links to social media sites, including but not limited testimonials. These links are provided solely as a convenience to You and not as an endorsement by AAGA Website of the content on such social media sites. AAGA Website is not responsible for the content, accuracy of such content, or manner in which such content is provided to these third party social media sites. You specifically agree that the use of these social media sites in conjunction with AAGA Website is at your own risk.

## **12. Indemnity.**

You agree to defend, indemnify, and hold harmless AAGA Website, its affiliates, and their respective 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 (i) any Content or other material You provide to any AAGA Website Site, or (ii) your breach of the terms of these Terms. AAGA Website shall provide notice to You promptly of any such claim, suit, or proceeding.

## **13. Miscellaneous.**

The Terms of Service and the relationship between you and us shall be governed by the laws of the State of [Insert Your State], without regard to its conflict of law provisions. You agree that any cause of action that may arise under the Terms of Service shall be commenced and be heard in the appropriate court in the State of [Insert You State], [Insert Your County] County. You agree to submit to the personal and exclusive jurisdiction of the courts located within [Insert Your County] County in the State of [Insert Your State]. Our failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Service by AAGA Website must be made in writing and signed by an authorized representative of AAGA Website specifically referencing these Terms of Service and the provision to be waived. Headings used in these Terms of Service are for convenience only and are not to be relied upon. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect. These Terms of Service will inure to the benefit of, and are intended to be enforceable by, AAGA Website's successors, assigns and licensees.

## **14. Legal Disputes**

If any dispute arises between You, another Advertiser and/or AAGA Website or any combination thereof, as it relates to AAGA Website and this Agreement, such dispute shall be submitted and settled in accordance with the Rules of the American Arbitration Association, in AUGUSTA, GA and the decision of a single English speaking arbitrator shall be final and binding.

These Terms constitute a binding agreement between You and AAGA Website, and is accepted by You upon your use of the AAGA Website.