

## Terms and Conditions

By entering The Admiralty Homeowners Association ("The Admiralty") website, you acknowledge and agree to the following terms and conditions. If you do not agree to these terms and conditions, do not enter and use this website. This legal information and the terms and conditions are applicable to all pages of The Admiralty Homeowners Association ("The Admiralty") website. The Admiralty Homeowners Association ("The Admiralty") reserves all rights afforded by the laws of the state of California, and of the United States, and specifically reserves its rights, claims, and defenses for any omission from the contents of this notice to users of The Admiralty Homeowners Association ("The Admiralty") website.

You acknowledge and agree that The Admiralty Homeowners Association ("The Admiralty") reserves the right to revise this legal information at any time for any reason and reserves the right to make changes at any time, without notice or obligation, to any of the information and materials contained on this website. You further acknowledge and agree that by entering this website you will be bound by any such revisions to the website and that The Admiralty Homeowners Association ("The Admiralty") has encouraged you to periodically visit the website and this page to review these terms and conditions.

### Intellectual Property Ownership

You acknowledge and agree that The Admiralty Homeowners Association ("The Admiralty") is the copyright owner of this website and that no portion of this website, including, but not limited to the text, images, audio and/or video, may be used in any manner, or for any purpose by you, without The Admiralty Homeowners Association ("The Admiralty")'s express written permission. Without in any way waiving any of the foregoing rights, you may download one copy of the material on this website for your personal, non-commercial use only, provided you do not delete or change any copyright, trademark or other proprietary notices. Any modification, reposting or use of the materials on this website by you for any other purpose violates The Admiralty Homeowners Association ("The Admiralty")'s legal rights in this copyrighted work.

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By the action of any unauthorized copying, duplication, or any other form of reproduction from this website for any commercial purpose, without the express written permission from The Admiralty Homeowners Association ("The Admiralty") or authorized license, shall immediately constitute a full and complete waiver of any jurisdictional defense the acting party may have, and said party hereby agrees and consents to be subject to the jurisdiction of the Federal District Court of California and the State Courts of California in any action filed by The Admiralty Homeowners Association ("The Admiralty") in prosecuting any unauthorized reproduction.

Other works appearing on this website, not belonging to The Admiralty Homeowners Association ("The Admiralty"), are used with the permission of the owners and they retain their respective intellectual property rights.

#### No Confidentiality or Use Limitations for Submitted Information

You acknowledge and agree that any communication or material you transmit to this website, in any manner and for any reason, will not be treated as confidential or proprietary information and that any communications, or other materials you transmit to this website may be used by The Admiralty Homeowners Association ("The Admiralty") for any reason whatsoever at any time without notice to you. You further acknowledge and agree that if The Admiralty Homeowners Association ("The Admiralty") decides to use or revise the materials, we may do so through reproduction, transmission, publication, and/or broadcast without permission from or compensation to you.

#### Privacy of Email Addresses / Demographic Information

The Admiralty Homeowners Association ("The Admiralty") will not sell the email list information that is compiled from submissions to this site to be used for commercial purposes. The Admiralty Homeowners Association ("The Admiralty") will occasionally send periodic newsletters which may be of interest to you concerning upcoming events.

Any demographic information provided shall not be attributed to the individual providing it on this site if it occurs by a question originated by The Admiralty Homeowners Association ("The Admiralty")

#### Secure Server Pages / Online Application Pages

The Admiralty Homeowners Association ("The Admiralty") appreciates the importance of providing a secure environment on its website for the purpose of providing credit card information to process orders and applications, and The Admiralty Homeowners Association ("The Admiralty") will take all reasonable and customary steps to protect the information provided. Please use all means to protect your personal information, particularly if you are using a shared computer.

Supporting documents and disclaimers necessary for submission of applications which appear on this site may be supported by other documents requiring a signature. In such event, the signed document shall prevail, and the documents and disclaimers appearing on the website shall be incorporated into the signed document. In the event there is any contradiction in terms between the online document and the subsequent signed document, the conflicting term(s) shall be resolved by relying on the document which is actually signed.

Applications submitted on this website are considered "pending acceptance and approval" and are not complete until a confirmation of approval and acceptance has been sent by The Admiralty Homeowners Association ("The Admiralty") In the event an application cannot be accepted, any payment made shall be refunded or credited to the credit card account within a reasonable period.

### Use of this Site at Own Risk

You acknowledge and agree that your use of the website is at your own risk and that none of the parties involved in creating, producing, or delivering this website is liable for any direct, indirect, incidental, consequential or punitive damages, or any losses, costs or expenses of any kind (including attorney's fees, and/or other fees or expenses ) which may arise, directly or indirectly, through the access to, the use of, or the browsing in this site or through your downloading of any materials, text, data, images, video or audio from this website, including but not limited to anything caused by any viruses, bugs, human action or inaction of any computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions or network connections.

### No Warranty of Accuracy of Information

You acknowledge and agree that while The Admiralty Homeowners Association ("The Admiralty") will make reasonable efforts to ensure that the information in the website is correct and that even though the schedules, times, locations, entertainers, speakers, performers, and other information contained in The Admiralty Homeowners Association ("The Admiralty") website are based upon current information, The Admiralty Homeowners Association ("The Admiralty") cannot guarantee the accuracy of the information and makes no warranties or representations as to its accuracy. All content and information contained in this website are provided to you "AS IS", without any warranty of any kind, either express or implied, including but not limited to the implied warranty of merchantability, fitness for a particular purpose, title and non-infringement.

### Unlawful Content and Behavior

You acknowledge and agree that you will not post on this website, or transmit to this website, any pornographic, obscene, profane, defamatory, libelous, threatening, unlawful or other materials which could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or regulation. Notwithstanding the fact that The Admiralty Homeowners Association ("The Admiralty") or other parties are involved in creating, producing or delivering this website, may monitor or review transmissions, postings, or discussions, The Admiralty Homeowners Association ("The Admiralty") assumes no responsibility or liability which may arise from such content, including but not limited to claims for defamation, libel, slander, obscenity, pornography, profanity or misrepresentation.

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You acknowledge and agree that although this website may be linked to other websites, The Admiralty Homeowners Association ("The Admiralty") is not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked website, unless specifically stated in this website. The Admiralty Homeowners Association ("The Admiralty") has not reviewed all websites linked to this website and is not responsible for the content of any other website linked to this website. Any linking by you to any other websites is at your own risk.

## Application of Laws

You acknowledge and agree that although the information and materials on The Admiralty Homeowners Association ("The Admiralty") website may be read throughout the world, this website is designed and intended for use in the United States and your entrance into this website will be construed and evaluated according to the laws of the United States. If you access this website from another country, you are responsible for compliance with any and all applicable local laws. If the information and materials in the website do not conform to the laws of the country where you access the website, the information is not meant for you. The Admiralty Homeowners Association ("The Admiralty") makes no representation that the information and materials contained in this website are appropriate for countries outside the United States.