

# **CORTEBELLA.ORG**

(Terms of Use; Rules/ Regulations and Privacy Notice)

## **TERMS OF USE**

You ("You" or "Resident") are about to register to provide personal information to the Corte Bella Homeowners Association ("HOA") through a program maintained by CorteBella.org in connection with the maintenance of an electronic database to provide more timely and approved security access to our community ("Service"). The HOA may change or add to the Service at any time without notice. The HOA may refuse to provide the Service to any person or entity in its sole discretion. The HOA may prohibit a Resident's participation in connection with the Service for cause at any time, including, without limitation, if any of the registration information provided is false or misleading or if a resident has violated these Terms of Use. Unless stated otherwise, any changes or additions to the Service, will be subject to these Terms of Use. These Terms of Use (including the rules, guidelines and policies incorporated herein) may be changed from time to time by the HOA without notice. By registering to use this Service, you agree to these Terms of Use. You should read them carefully and check for the most current version posted on [www.cortebella.net](http://www.cortebella.net).

## **REGISTRATION AND PASSWORDS**

By registering to use the Service, you represent to us and agree that (a) you are 19 years of age or older, (b) a member in good standing of the Corte Bella Homeowners Association and/or are otherwise permitted to access the web site or use the Service for which you are registering, and (c) you have provided to us and will maintain at all times with us accurate, correct and complete information. If we have reason to believe that the registration data you have provided is not accurate or incomplete, we may suspend or terminate your ability to use the Service. Your data is subject to our Privacy Policy (see below).

We attempt to protect the privacy and integrity of the Service through the use of a system login incorporating a User ID and a password. You should keep your User ID and password confidential since you will be fully responsible for all activity that occurs under the use of your designated ID. You agree to immediately notify the Community Manager of any unauthorized use of your user name or password.

## **CONDITIONS OF USE**

You agree that you may use the Service only as long as you comply with the rules, regulations and guidelines ("Rules") set forth below and as published by the HOA. The Rules are in addition to any other rules, regulations or guidelines that may be adopted by the HOA or its management company. The Rules may be modified in the sole discretion of the HOA without prior notice. Changes are effective upon posting, so frequently review the Rules on [www.cortebella.net](http://www.cortebella.net) for any changes.

The HOA reserves the right, but not the obligation, to determine in its sole discretion what is and is not acceptable content on [www.cortebella.org](http://www.cortebella.org) or in any other communication made in connection with the Service, to limit placement of any content provided in connection with the Service, to remove, alter or block access to any content immediately and without prior notice, to determine in its sole and absolute discretion what is and is not an appropriate conduct and use of any of the Service, and to cease providing or bar access to any or all of the Service to any User at any time, for any reason or for no reason, without prior notice. The HOA reserves the right, but not the obligation, to monitor and investigate complaints regarding any of the foregoing, and you agree to cooperate fully with us in providing access and information as may be requested at any time and from time to time. You agree that any reservation of rights by the HOA imposes no obligation of any kind on the HOA to take any of the foregoing actions.

## **PRIVACY**

Registration Data and other personal information that you provide to the HOA through the Service is subject to the Privacy Policy, set forth below. The Privacy Policy may be amended or supplemented by the HOA in its sole discretion without prior notice. Changes are effective upon posting, so frequently review the Privacy Policy on [www.cortebella.net](http://www.cortebella.net) for any changes.

## **PROPRIETARY RIGHTS**

The HOA owns (a) the contents of the [www.cortebella.org](http://www.cortebella.org) web site, (b) the software, hardware, files, processes, systems, databases and tools used or provided by us or by third parties engaged by us to provide the Service, (c) other tangible and intangible personal property relating to the Service, including, without limitation, the domain names, IP numbers and addresses that may be used by the HOA in providing the Service, and (d) the trade names, trademarks, service marks, copyrights, patents, inventions, trade secrets, know-how and other intellectual property rights relating to the foregoing ("HOA Property").

These Terms of Use do not constitute a license to you or any other person to use any HOA Property, except that you may use the Service the HOA makes available to you. You agree that you will not, and that you will not permit any person or entity to, copy, revise, alter, modify, decompile, reverse engineer, assemble, or attempt to discover, nor sell, assign, sublicense, encumber, or otherwise transfer any interest in, any HOA Property, including, without limitation, any object code, source code, underlying processes or algorithms contained therein, other than as is permitted by us in writing.

You agree that we may preserve or disclose content if required to do so by law or regulation or in the good faith belief that disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Terms of Use; (iii) respond to claims that any content violates the rights of third parties; (iv) protect the rights, property, or personal safety of us, other Users or the public; or (v) provide the Service.

## **DISCLAIMERS AND LIMITATIONS**

USE OF THE SERVICE AND ANY EQUIPMENT, SOFTWARE AND HARDWARE PROVIDED IN CONNECTION WITH THE SERVICE, IS ON AN "AS IS" BASIS AND ON AN "AS AVAILABLE" BASIS. WE MAKE NO, AND HEREBY DISCLAIM ANY AND ALL, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WITH RESPECT TO THE SERVICE OR SUCH PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER THE HOA NOR THE ASSOCIATION'S MANAGEMENT COMPANY, NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE REPRESENTS OR WARRANTS THAT THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS OR OTHER PROPERTY THAT ARE USED IN PROVIDING THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE HEREBY DISCLAIM ANY LIABILITY OR RESPONSIBILITY, ARISING OUT OF THE INACCURACY, ILLEGALITY, AND/OR INAPPROPRIATENESS OF ANY CONTENT PROVIDED IN CONNECTION WITH THE SERVICE, THE DAMAGE, DESTRUCTION OR CORRUPTION OF ANY CONTENT OR OTHER DATA, OR THE USE OR MISUSE OF, OR INABILITY TO USE, THE SERVICE BY ANY PERSON OR ENTITY.

IN NO EVENT WILL WE NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH LOSSES) ARISING OUT OF OR RELATED TO THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY. IN SUCH JURISDICTIONS, SOME OF THE LIMITATIONS IN THIS SECTION MAY *NOT APPLY TO YOU*.

Under no circumstances will the HOA be liable for failure or delay in connection with the Service if the failure or delay is due to circumstances beyond our control including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunication or third party services, failure of third party software or hardware, or inability to obtain raw materials, supplies, or power used in equipment needed for the provision of services.

You agree that any claim or cause of action which you may have arising out of a claim related to these Terms of Use or the Service must be filed within one (1) year after such claim or cause of action arises, or the claim or cause of action will forever be barred.

### **INDEMNIFICATION**

You agree to indemnify and hold harmless the HOA and its management company, their parents, subsidiaries, affiliates, officers, members, employees and representatives from any and all claims, liability and expenses (including without limitation, reasonable attorneys fees) arising out of or related to your use of the Service, your breach of any provision of these Terms of Use, or any content posted or transmitted by you through the use of the Service. The HOA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnity obligations.

### **NOTICES**

The HOA may send notices by electronic mail, regular mail, courier or overnight delivery to the electronic mail address, mailing address or delivery address most recently provided. Notices will be effective upon transmission or delivery. The HOA may provide changes to the Terms of Use (including, without limitation, the Rules and the Privacy Policy) by posting such changes on [www.cortebella.net](http://www.cortebella.net).

### **TRADEMARKS**

The trademarks, service marks and logos shown on [www.cortebella.org](http://www.cortebella.org) (collectively, the "Marks"), are trademarks of the HOA. You may not use the Marks without the prior written permission of the HOA.

### **COPYRIGHTS AND INFRINGEMENT CLAIMS**

The HOA respects intellectual property rights and it will process and investigate notices of alleged infringement of intellectual property rights related to [www.cortebella.org](http://www.cortebella.org) or the Service, as provided by the Digital Millennium Copyright Act ("DMCA"), responding appropriately, as provided by the DMCA. As appropriate, we will move expeditiously to remove or disable access to material claimed to be infringing or claimed to be the subject of infringing activity. We will terminate access to Users who are repeat infringers. Notices of claimed infringement should be directed to the community manager.

### **GENERAL PROVISIONS**

These Terms of Use constitute the entire agreement between the HOA and the Residents concerning the use of the Service. You agree that you are not relying on any representation, warranty, guarantee or statement of any kind or nature made by the HOA or anyone on its behalf except as set forth in these Terms of Use. If any provision of the

Terms of Use is held invalid or unenforceable, the remaining provisions will remain in effect.

No waiver of any breach or failure or delay in exercising any right, power or remedy of any provision of these Terms of Use shall constitute a waiver of the same or any other provision hereof with respect to prior, concurrent or subsequent occurrences and no waiver shall be effective unless made in writing and signed by an authorized representative of the party against whom such waiver is sought. These Terms of Use, and any dispute arising pursuant to these Terms of Use, shall be governed by Arizona law, exclusive of its provisions regarding conflicts of law. Any action relating to these Terms of Use must be brought in Phoenix, Arizona, and all parties irrevocably consent to the jurisdiction of the state and federal courts located in Phoenix, Arizona.

Titles and headings are included solely for convenient reference and are not part of these Terms of Use. You may not assign any of your rights or obligations (in whole or in part) without the prior written consent of the HOA, which the HOA may withhold, in its sole discretion. The HOA may assign its rights and obligations under these Terms of Use without the Residents prior written consent.

## **RULES AND REGULATIONS**

These Rules are intended to explain the obligations of Residents as users of this website as to their conduct while using the Service. Failure of any resident to comply with these Rules may be a breach of the may result in, among other things, the termination of any or all of the Service, the denial of access to the Service, the refusal to post or transmit, or the alteration or removal of material from a website or other area. The Rules are subject to change as provided in the Terms of Use.

**Terms of Use.** Users shall comply with the Terms of Use posted on this website and on [www.cortebella.net](http://www.cortebella.net).

**No Spam.** Users shall not upload, send or post unsolicited or unauthorized junk mail, "spam," advertising, promotions, chain letters, or any other form of solicitation, except submit information for the Service.

**Unlawful Use.** Users shall not upload, transmit or post any material, or engage in any other use of the Service that violates any law, rule or regulation, infringes any other person's rights, including, without limitation, any intellectual property or privacy rights, or otherwise could impose civil or criminal liability. The HOA reserves the right to notify any governmental entity, law enforcement authority, or any other party that it deems appropriate in its sole discretion, of any such activity. Uploading, posting or transmitting any content that infringes any patent, trademark, trade secret, copyright, publicity or proprietary right of any person or entity will be grounds for immediate termination of the Service or other corrective action.

**Destructive Acts.** Users shall not distribute any Internet viruses, trojan horses, time bombs, cancelbots, worms, or other programming routines or engage in other destructive activities that are designed to damage, interfere with, or intercept data or the operation of computers, networks or other equipment or systems. Users shall not access, or attempt to access, another person's or entity's accounts, web sites, networks, servers, equipment or systems without proper authorization to do so, or attempt to disrupt or interfere with the Service in any manner.

**Other Activities.** Residents shall not engage in any other activity on this website that the HOA determines in its sole discretion may be harmful to other Users or the Service.

## **Privacy Policy**

The HOA respects the privacy and security of your personal information that is submitted by you in connection with this security measure. Your registration to use the Service is your consent for the HOA to use your personal

information and other information in the manner set forth in this Privacy Policy. Please read this policy carefully. The HOA may change this policy from time to time, and changes will be posted on this site and on [www.cortebella.net](http://www.cortebella.net).

The HOA and or its management company will use your personal information to permit it to verify your identity as a person who is entitled to register to use and to continue to use the Service. When you register to use Service, you will be asked to use for a User ID and password to confirm your identity as a person authorized to use the Service. This information is required to be complete and accurate at the time it is given, and to be updated so that it is at all times accurate and complete, as a condition of your continued ability to use the Service. Once you have registered to use the Service, whenever you sign in to use the Service your personal identity is known to us.

The HOA uses the information that residents submit to provide the Service, and to help the HOA improve the Service. The HOA does not share a Resident's personal information except with the management company in connection with their provision of services to Corte Bella or third party vendors assisting in the provision of the Service. The HOA may disclose such information to any third party if so required by law, for the safety of our community and its residents or to enforce the rules and regulations.

Information about you, and submitted by you, may be contained in an online database maintained in connection with provision of the Service. Any information that is contained in such a database should be accessible by you online, if you wish to correct any inaccuracies, as long as you are an authorized User of the Service. Certain information, such as your address, cannot be changed without HOA verification. The HOA is not responsible for the accuracy of information contained in such online databases. Accuracy is the responsibility of the Resident User.

Access to the Service, including to databases containing personal information, is password protected. Any personal information that you have submitted in connection with the Service should be accessible only by the HOA and the association's management company. It is the responsibility of each User to protect the User's password. Do not divulge it to anyone. Log off your computer or close your browser window to ensure that others cannot access your password.

We use industry-standard software, hardware and other measures, to protect the confidentiality, security and quality of information we collect, and to protect it from unauthorized access or disclosure or accidental loss, alteration or destruction. Due to the nature of the Internet and computer security, we cannot warrant or guarantee that security will never be breached.

If you have any questions concerning the Privacy Policy, please contact the community manager.