SIPNA's Disclaimer and Limitation of Liability Statement!



Sea Isle Park
Neighborhood Association

Terms and Conditions of Web Site Use

Please read the following Terms and Conditions for using the Sea Isle Park Neighborhood Association's (SIPNA) Web site (the "Web site"). By using the Web site and the information and services available through the Web site, you agree to follow and be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, do not use the Web site.

Sea Isle Park neighborhood Association (SIPNA) owns the Web site and reserves the right, at its discretion, to modify these Terms and Conditions at any time and any such modification will be effective immediately upon posting the modification. You should check these Terms and Conditions periodically for modifications. If you use the Web site after we post modifications to the Web site, then you will be bound by such modifications.

These Terms are in addition to any other agreements between you and the Sea Isle Park Neighborhood Association (SIPNA), including any customer or account agreements and any other agreements that govern your use of products, services, content, tools and information available on the Web site.

Use of the Web site

The Web site is intended only for your personal, non-commercial use and display. You may download information from the Web site to your computer and print out a hard copy for your personal reference, provided that you agree not to remove any copyright or other notices contained therein.

No Recommendations or Advice Provided

The Sea Isle Park Neighborhood Association provides self-directed information and does not make recommendations or offers of any kind. The Sea isle Park Neighborhood Association (SIPNA) provides the content of the Web site for information, education and noncommercial purposes only. Although SIPNA may provide data, information and content relating to information you should not construe any such information as advice. You alone will bear the sole responsibility of evaluating the merits and risks associated with the use of any data, information or content on the Web site before making any decisions based on such data, information or content. In exchange for using such data, information or content, you agree not to hold SIPNA or its third-party content providers liable for any possible claim for damages arising from any decision you make based on information made available to you through the Web site.

Web Site Content

The Sea Isle Park Neighborhood Association (SIPNA) offers content from third party providers on the Web site. This content includes news, information, opinions and research reports (the "content"). SIPNA does not endorse or approve the content, and we make it available to you only as a service and convenience. SIPNA and our third party providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of the content or warrant any results from your use or reliance on the content. The content may quickly become unreliable for various reasons including, for example, changes in internet conditions, neighborhood conditions, or economic circumstances. Neither SIPNA nor the third party providers are obligated to update any information or opinions contained in any of the content. SIPNA may discontinue offering any content on the Web site at any time without notice. You agree that neither SIPNA nor a third party will be liable to you in any way for the termination, interruption, delay or inaccuracy of any of the content on the Web site. You will not

redistribute or facilitate the redistribution of any content, nor will you provide access to the content to anyone who is not authorized by SIPNA to receive the content.

Hyperlinking from the Web Site

In the event you use the hyperlinks included on the Web site to gain access to a World Wide Web site or Internet location or source of information on any company organization or person other than SIPNA or to any other Internet location, you acknowledge that such other sites or locations are not under the control of SIPNA and agree that SIPNA shall not be responsible for any information or other hyperlinks found at any such World Wide Web site or Internet location or source of information or for your use of such information. SIPNA provides such links only as a convenience to you and has not tested any software or verified any information found at such sites. The fact that SIPNA has provided a link to another site does not signify an endorsement of the site or its contents by SIPNA. There are inherent risks in the use of any software or information found on the Internet and you acknowledge that you understand these risks before making any use of the Web site and the Internet.

Electronic Recording

In connection with your use of this Web site, you acknowledge and consent to the taping or any form of electronic recording of any communication, electronic or otherwise, between you and SIPNA or its representatives or agents. You acknowledge and consent to the recording, retention and use by SIPNA (and its employees, representatives and agents) of all information and data that you input during your use of the Web site.

Electronic Communications

The Web site provides you SIPNA e-mail addresses so that you may communicate electronically by sending an e-mail message to the Sea Isle Park Neighborhood Association (SIPNA). All e-mail sent to and from SIPNA will be received or otherwise recorded by the Sea isle Park Neighborhood Association corporate e-mail system and is subject to archival, monitoring or review by and/or disclosure to, someone other than the recipient. Communications through the Web site may involve the electronic transmission, to any e-mail address you provided to us, of information that you may consider to be personal information and you agree and consent to such transmission of such information. You agree not to use e-mail to transmit any confidential personal information.

License and Web site Access

The Sea isle Park neighborhood Association (SIPNA) hereby grants you a limited, nonexclusive, nontransferable license to view, bookmark, download and print the pages within this Web site and the documents, graphics and media incorporated on those pages. You are solely responsible for obtaining, paying for, repairing and maintaining all of the equipment, telephone lines and other material that you need to access this Web site. The pages within this Web site may be used solely for personal, informational and noncommercial purposes. You may not modify, copy, distribute, transmit, post, display, perform, reproduce, publish, license, create derivative works from, transferor sell any pages, data, information, software, products or services obtained from this Web site, unless you have obtained the prior written permission of the Sea Isle Park Neighborhood Association (SIPNA) or you are using a service available through this Web site. SIPNA reserves all rights not expressly granted herein; SIPNA expressly reserves the right to monitor any and all use of this Web site.

Unless you have obtained SIPNA's prior written permission, you and any other users and Web sites, may not:

- Copy, modify or display SIPNA's name, logo, trademarks, text or graphic images in any way, except as set forth herein.
- Redeliver any of the pages, text, images or content of this Web site using "framing" technology;
- Modify or use the pages, text, images or content from this Web site for any other purpose-doing so is a violation of SIPNA's copyrights and other proprietary rights:
- Use devices (including software) that are designed to provide repeated automated access to this Web site, other than those made generally available by SIPNA or probe, scan or test the vulnerability of any system or network related in any way to this Web site, without proper authorization. SIPNA

http://sipna.org/disclaim.html

- reserves the right to take all measures necessary to prevent such access, probing, scanning or testing, including denial or termination of service; and
- Include "SIPNA," any Sea Isle Park Neighborhood Association trademark, any SIPNA executive's name or any variation of any of the foregoing, as a meta-tag, hidden textual element or any other indicator that may create an impression of affiliation, sponsorship or endorsement between any user and/or Web site and SIPNA.

Trademarks and Copyrights

The following marks are the trademarks or registered trademarks of the Sea Isle Park Neighborhood Association: Sea Isle Park Neighborhood Association, SIPNA, and SIP Fest.

Other Sea Isle Park Neighborhood Association graphics, logos, page headers and service names are trademarks of SIPNA. SIPNA's trademarks may not be used in connection with any product or service that is not SIPNA's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits SIPNA.

All other marks appearing on this Web site are the exclusive property of their respective owners. All content on this Web site, including, but not limited to, text, graphics, audio clips, logos, buttons, images, digital downloads, data compilations, software, icons, html code and xml code, is the property of Sea Isle Park Neighborhood Association or its content vendors and is protected by United States and international copyright laws.

The compilation of all content on this Web site is the exclusive property of SIPNA or its content vendors and is protected by U.S. and international copyright laws. All software used on this Web site is the exclusive property of SIPNA or its software suppliers and is protected by U.S. and international copyright laws and other laws.

Downloading Software and Files

If you download software or files from the Web site under these Terms and Conditions, the software-including any files or images incorporated in or generated by the software and data accompanying the software-and files (collectively, the "Files") are licensed to you by SIPNA solely for your personal, noncommercial use. However:

- The Sea Isle Park neighborhood Association does not transfer title to the Files to you:
- You own the medium on which the Files are recorded, but SIPNA and its licensors retain full and complete title in and to the Files, including all intellectual property rights therein;
- You may not redistribute, sell, decompile, reverse engineer, disassemble or otherwise reduce the Files to any other form whatsoever, and
- Software from this Web site is subject to U.S. export controls. Software from this Web site may not be downloaded or otherwise exported or re-exported outside the United States.

Information for Foreign Investors

All of the information, products, and services referred to on this Web site is intended to be made available only to U.S. residents. This Web site shall not be considered a solicitation for or offering of any information, product, or service to any person in any jurisdiction where such solicitation or offering would be illegal.

International Use

Because of the global nature of the Internet, you agree to comply with all local rules regarding online conduct, including all laws, rules, codes and regulations of the country in which you reside and the country from which you access this Web site. In addition, you agree to comply with all applicable laws, rules, codes and regulations regarding the transmission of technical data exported from the United States.

Requirements for Hyperlinking to the Web Site

You may not hyperlink to this Web site unless you accept and comply with the following Hyperlinking requirements. You are granted a limited, revocable,

http://sipna.org/disclaim.html 3/6

nonexclusive right to create a hyperlink to this Web site provided you comply at all times with all of the following conditions:

- The hyperlink must resolve to the Sea isle Park Association's portal page at www.SIPNA.org.
- The text of the hyperlink on the linking Web site must include the terms "SIPNA," or "SIPNA,org," or "www.SIPNA.org" (you may not use any the Sea Isle Park Neighborhood Association logo or other proprietary graphic, including but not limited to banner advertisements, as part of the hyperlink without the prior written permission of the Sea Isle Park Neighborhood Association);
- The hyperlink and surrounding context on the linking Web site must not falsely represent or suggest any relationship between the linking Web site and the Sea Isle Park Neighborhood Association (including suggestions of affiliation, endorsement or sponsorship);
- The hyperlink and surrounding context on the linking Web site must not portray the Sea Isle Park Neighborhood Association or its products or services in a false, misleading, derogatory or otherwise offensive manner;
- The hyperlink must deliver SIPNA content outside of a framed environment and must maintain the integrity of the layout, content and look and feel of this Web site; and
- The hyperlink must deliver users directly to this Web site unaltered, unmodified and unadulterated in any way by the hyperlinking Web site. Notwithstanding the foregoing, in no event may you maintain numerous or pervasive links to this Web site without the prior written permission of the Sea Isle Park Neighborhood Association (SIPNA).

Termination, Suspension or Modification

The rights granted to you herein terminate immediately upon any violation by you of these Terms and Conditions. The Sea Isle Park neighborhood Association (SIPNA) reserves the right to terminate, suspend or modify your access to the Web site at any time, without notice, for any reason whatsoever. You agree that SIPNA shall not be liable to you or any third party for any termination of your access to this Web site.

Disclaimers and Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE Web site IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, THE SEA ISLE PARK NEIGHBORHOOD ASSOCIATION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE Web site AND ANY PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THE Web site, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SIPNA MAKES NO WARRANTY THAT:

- 1. THE Web site WILL MEET YOUR REQUIREMENTS;
- 2. THE Web site WILL BE UNINTERRUPTED, TIMELY, SECURE or FREE OF VIRUSES, ERRORS, WORMS, DATE BOMBS, TIME BOMBS or OTHER HARMFUL COMPONENTS:
- 3. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE Web site WILL BE ACCURATE OR RELIABLE;
- 4. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION or OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE Web site WILL MEET YOUR EXPECTATIONS:
- 5. ANY ERRORS ON THE Web site WILL BE CORRECTED; AND
- 6. THE DATA AND MATERIALS PRESENTED OR DISPLAYED ON THE Web site ARE CORRECT, ACCURATE or RELIABLE. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE Web site IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT.

YOU AGREE THAT THE SEA ISLE PARK NEIGHBORHOOD ASSOCIATION OR ANY THIRD PARTY ENGAGED IN PROVIDING SERVICES TO YOU ON OR THROUGH THE Web site SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY

http://sipna.org/disclaim.html 4/6

DAMAGES CAUSED BY THEFT, UNAUTHORIZED ACCESS, SYSTEMS FAILURE, COMMUNICATIONS LINE FAILURE or OTHER OCCURRENCES BEYOND THE CONTROL OF THE SEA ISLE PARK NEIGHBORHOOD ASSOCIATION OR SUCH THIRD PARTIES.

NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, WHETHER OBTAINED BY YOU FROM SIPNA, FROM A SIPNA OFFICER, VOLUNTEER, EMPLOYEE, OR AGENT OR THROUGH OR FROM THE Web site, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. THE SEA ISLE PARK NEIGHBORHOOD ASSOCIATION (SIPNA) WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SIPNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- 1. THE USE OF OR THE INABILITY TO USE THE Web site;
- 2. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OF SERVICES PURCHASED OR OBTAINED OF MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OF FROM THE Web site:
- 3. ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS OF DATA DUE TO YOUR CONDUCT, INACTION OF NEGLIGENCE;
- 4. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE Web site: OR
- 5. ANY OTHER MATTER RELATING TO THE Web site.

Indemnification

You agree to indemnify, defend and hold harmless the Sea Isle Park Neighborhood Association (SIPNA), its affiliates and officers, directors, volunteers, employees, and agents of SIPNA and its affiliates, from and against any and all claims, liabilities, damages, losses or expenses, including attorney's fees and costs, arising out of or in any way connected with your access to or use of this Web site.

Integration and Severability

If any provision of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of the remaining provisions. These Terms and Conditions represent the entire agreement between Sea Isle Park Neighborhood Association (SIPNA) and the user relating to the subject matter herein, except SIPNA's relationship with its customers is governed by the SIPNA account agreements.

Applicable Law and Venue

Unless otherwise specified, Sea Isle Park Neighborhood Association (SIPNA) controls and operates this Web site from our offices within the State of Tennessee, United States of America. SIPNA does not claim that materials in this Web site are appropriate or available for use in locations other than the United States. If you choose to access this Web site from other locations, you do so on your own initiative and you are responsible for compliance with any applicable local laws, as set forth above. By visiting this Web site, you agree that the laws of the State of Tennessee, United States of America, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between you and SIPNA or its affiliates. If you take legal action relating to these Terms and Conditions, you agree to file such action only in the Judicial 6th Circuit Court in the State of Tennessee or the United States District Court for the Eastern District of Tennessee and you consent and submit to the personal jurisdiction of those courts for the purposes of litigating any such action

Note:

1) A URL is the global address of documents and other resources on the World Wide

http://sipna.org/disclaim.html 5/6

SIPNA's Disclaimer and Limitation of Liability Statement Page

Web. For example, http://www.sipna.org is the URL for our home page.

2) An Internet Protocol ("IP") address is an identifier for a computer or device on a Transmission Control Protocol/Internet Protocol ("TCP/IP") network, such as the World Wide Web. Networks use the TCP/IP protocol to route information based on the IP address of the destination. In other words, an IP address is a number that is automatically assigned to your computer whenever you are surfing the Web, allowing Web servers to locate and identify your computer. Computers require IP addresses in order for users to communicate on the Internet.

Updated: September 2014

http://sipna.org/disclaim.html 6/6