

Website Terms of Use

This website and its contents are the property of The Parke at Ocean Pines Community Association, Inc. (the "Association") and any successor in interest. This web page sets forth the "Terms of Use" that apply to your use of The Parke website (the "Website"). Please also review our [\[Privacy Statement\]](#).

By using the Website, you agree to be bound by these Terms of Use. The Association may revise these Terms of Use in its sole discretion at any time by updating this posting. The terms "You" and "User" are used to refer to anyone who is accessing the Website.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, DO NOT USE THIS WEBSITE.

Ownership of Copyrights, Trademarks and Other Intellectual Property

The intellectual property rights in and to the entire contents of the Website, including the text, graphics, images, logos, button icons, HTML code, and other content and material (collectively, the "Materials") are owned by the Association or used pursuant to a license in accordance with the copyright laws of the United States. User agrees not to remove, modify or obscure intellectual property information including copyright notices or other copyright management information appearing on the Website. The Association grants no ownership interests to User for any of the Materials and proprietary information referred to herein belonging to the Association; limited use of the Materials is permitted only as expressly stated in these Terms of Use below. Permission for any use of the Materials other than as set forth below may be granted in special circumstances on a case-by-case basis. Please direct any request to use any of the Materials to the Association by emailing a staff member listed in the "Contact Us" page.

Permitted and Prohibited Uses of Materials

Below are selected permitted and prohibited uses of the Association Materials that are posted at the Website.

Permitted Uses of Materials

1. Anyone who is doing personal, noncommercial, educational research may view, print, and temporarily store Materials from the Website, provided that the Association's copyright notices are not altered or removed and provided that the use of the Materials does not conflict with any of the prohibited uses below.
2. Any use other than as described in paragraph 1 above requires prior written permission from the Association. Please direct any request by emailing a staff member listed in the "Contact Us" page.
3. User's Link: you may link or post the link of the Website to any document or location. The Association does not have any control over link(s) made to any document or location at the Website, and is not responsible for any of the content therein.

Prohibited Uses of Materials

1. Except for the permitted uses above, User agrees not to reproduce, distribute, transmit (via print, fax, electronic, or other means), publicly display, publicly perform, modify, alter, or create derivative works of, the Materials contained in the Website without prior written permission from the Association.
2. User agrees not to sell or commercially exploit the Materials without prior written permission from the Association.
3. User agrees that the Materials may not be systematically stored on a server so as to substitute for a license agreement to/for the Materials.

Name of The Parke at Ocean Pines

User agrees not to use the name of The Parke at Ocean Pines, The Parke at Ocean Pines Community Association, Inc., or Parke Happenings for any purpose, including any promotional or commercial purpose, without the prior written consent of the Association.

Prohibited Uses of Website

User agrees not to post any false or inaccurate biographical information, delete or change any information posted by another person, and share User's password with any third-party.

User agrees not to do anything that interferes with the proper working ability of the Website. This includes activity that can overload the Website's infrastructure, use of software or other device other than that which is available from the Association, tampering with the software that makes up the Website, and destroying or changing information posted by any other person.

User agrees to comply with all applicable laws, as well as with these Terms of Use. User agrees not to engage in any unlawful or commercial activity on the Website.

User agrees not to post material that is copyrighted without first obtaining proper written consent from the copyright owner.

User Submissions

By posting information on the Website, User must grant, and User actually grants by agreeing to these Terms of Use, a non-exclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up, and royalty-free right to the Association the right to use and commercialize, in any way now known or in the future discovered, anything that you submit to the Association, without further consent, notice and/or compensation to User or any third parties. In addition, by posting information on the Website, User grants any other user the right to access, display, view, store, and reproduce this material solely for their personal use.

By submitting any information to the Association, you represent and warrant that the submission is accurate to your best knowledge, not confidential, and not in violation of any contractual restrictions or other third party rights. The Association does not represent or guarantee the truthfulness, accuracy, or reliability of communications posted by users or endorses any opinions expressed by users. User acknowledges that any reliance on material posted by other users will be at your own risk. The Association is under no obligation to exercise control over any content you or others submit when using the Website.

Registration and Password

Users are responsible for maintaining the confidentiality of their information and password. User is responsible for all use associated with User's registration and the compliance with all Terms of Use. User agrees to immediately notify the Association of any unauthorized use of your password or account or any other breach of security.

Discussion Forum Code of Conduct

Residents of The Parke at Ocean Pines may participate in the discussion forum on the Website. Participants should follow the Code of Conduct as set forth below and not make any postings or comments that contain or link to language, sites, or illustrations that:

- Are libelous, defamatory, obscene, threatening, offensive, demeaning, derogatory, disparaging, abusive, or off-topic.
- Contain content that is confidential to the Association or any other person or entity without permission.
- Endorse any candidate or office holder or partisan political position.
- Include spam or chain letters.
- Violate third party's right to privacy; especially disclose any patient confidential information, or any other applicable local, state, national, or international law.
- Degrade or disparage others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability, or other classification.

In addition, participants must abide by the following rules:

- Relevance of Topics: Participants are encouraged to post information relevant to the community. Each posting should generally not be more than 100 words.
- Appropriate Language: The discussions on the discussion forum are meant to stimulate conversation not to create contention. Participants should treat all other participants with respect.
- Advertising/Solicitation: Unpaid commercial advertising is prohibited. Residents may however give personal endorsements of products or services based on their personal experiences. Residents may also advertise personal items for sale or that are wanted for purchase or loan.
- Confidentiality: Do not post anything that you would not want the world to see or that you would not want anyone to know came from you.
- Disclaimer: Please note carefully all items listed in the disclaimer and legal rules below. Participants are responsible for any actions they may take based on advice or information they receive online.
- Re-posting: Remember that the Association and other participants have the right to reproduce postings.

Termination of Account and Access to Discussion Forum

The Association reserves the right, at its sole discretion, to pursue all of its legal remedies, including, but not limited to deletion of User's postings from the Website and immediate termination of User's registration with the Website or ability to access the Website, to post on the discussion forum, and/or any other service provided to User by the Association, upon any breach by User of these Terms of Use or if the Association is unable to verify or authenticate any information User submits to the Website for registration. The Association shall not be liable to User nor any third party for any termination of User's account or access to the Website.

Prohibited Uses of Website & Website Security

Interference with Website operation: User agrees to not access or use the Website in any manner that could damage, disable, impair or cause undue burden on the Website and/or its host, servers, network, systems or other users. You agree that you will not attempt to interfere in any way with the operation of the Website, that you will not transmit any virus or worm to the Website, that you will not use any spider, robot or any other automated mechanism to access the Website and/or its servers or systems, and that you will not engage in flooding, spamming, mail-bombing, crashing or otherwise sending unsolicited e-mail to other users of the Website. You further agree that you will not attempt to access data that is not intended for your use, that you will not attempt to log on to a server or account that you are not authorized to access, and that you will not probe, scan or test the vulnerability of any system or network related in any way to the Website without authorization.

Alteration of Website content: None of the material contained on the Website (including all software, HTML code, and other code) may be reverse-engineered, disassembled, decompiled, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means (electronic, mechanical, photo-reproduction, recordation, or otherwise), resold or redistributed without the prior written permission of the Association.

Violation of Website security: Users are prohibited from violating or attempting to violate the security of the Website. This site has security measures in place to protect the loss, misuse, and alteration of the information under our control. Please see our **[Privacy Statement](#)** for further details concerning the Website's privacy practices.

Compliance: User agrees to comply with all applicable laws, as well as with these Terms of Use. User agrees not to engage in any unlawful or commercial activity on the Website.

Links to Other Sites

The Website may contain links to third party websites. These links are provided solely as a convenience to User and not as an endorsement by the Association of the third party or the contents of such third party websites. Because we do not have any control over such third party websites, the Association 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 websites. Linking to third party websites is performed at User's own risk.

Waiver of Liability

User assumes all risks associated with dealing with other users with whom User comes in contact through the Website. Should a dispute arise between User and another user, User hereby agrees to release the Association from all claims, demand, and damages associated with such a dispute.

IN NO EVENT SHALL THE ASSOCIATION OR ANY THIRD PARTIES MENTIONED ON THE WEBSITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE AND THE MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE ASSOCIATION IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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Notice for Claims of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, please submit your complaint to a staff member listed in the "Contact Us" page.

No Effect on Agreements

This Website shall be used for informational purposes only, and nothing on our Website shall be construed to add or modify terms to any existing or future agreements with the Association.

Indemnity

User agrees to defend, indemnify, and hold harmless the Association, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal fees, resulting from your use of the Website or your breach of the Terms of Use, including, without limitation, your submission of content that violates third party rights or applicable law. The Association shall provide notice to User promptly of any such claim, suit, or proceeding and shall assist User, at User's expense, in defending any such claim, suit or proceeding.

Foreign Access

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Governing Law

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