

## **Terms and Conditions of Website Use**

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern our relationship with you in relation to this website. If you do not accept these Terms and Conditions you must immediately stop using this website.

### **Privacy**

We are committed to keeping your personal information private. The Hamptons Owners Association will not sell, distribute, or share any personal information you provide. Any personal information we possess will be used for the sole purpose of administering the relationship between yourself and The Hamptons Owners Association and the Management Company, Landmark Limited Group of Companies, Inc.

### **Disclaimer**

Certain information in this site connects to other people, companies and websites maintained by third parties over whom The Hamptons Owners Association has no control. The Hamptons Owners Association makes no representations as to the accuracy or any other aspect of information contained in our or any linked websites. In no event will The Hamptons Owners Association, its related users, officers, owners, vendors or employees thereof be liable to you or anyone else for any decision made or action taken in reliance on the information in this website or for any consequential, special or similar damages, even if advised of the possibility of such damages. Always exercise proper care by consulting with appropriate professionals. The contents of the Website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services, or information available through this website meet your specific requirements.
- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the websites. We have no responsibility for the content of the linked websites.
- You may not create a link to this website from another website or document without The Hamptons Owners Association's prior written consent.

### **Member Only Access**

You were provided with a Member ONLY Access password to access certain areas of this website. You are responsible for maintaining the confidentiality of that password and may not provide that password to anyone who is not a member of The Hamptons Owners Association. You agree and can be held liable for any unauthorized use or any other breach of security.

You agree to immediately notify The Hamptons Owners Association of any unauthorized use or any other breach of security. The Hamptons Owners Association cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

## **Prohibited Uses**

Prohibited uses of this website shall include, but not be limited to:

- Unauthorized distribution or sharing of Member ONLY Access password.
- Attempting to impersonate any person associated with The Hamptons Owners Association
- Any activity which adversely affects the ability of others to use this website as it is intended.
- Using the email addresses on this site to send unsolicited email.

## **Electronic Communications**

Visiting [www.hamptonsnorthnatomas.com](http://www.hamptonsnorthnatomas.com) or sending emails to The Hamptons Owners Association or its management company, Landmark Limited Group of Companies, Inc. constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## **Links to Third Party Sites/Third Party Services**

[www.hamptonsnorthnatomas.com](http://www.hamptonsnorthnatomas.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of The Hamptons Owners Association and The Hamptons Owners Association is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Hamptons Owners Association is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by The Hamptons Owners Association of the site or any association with its operators.

Certain services made available via [www.hamptonsnorthnatomas.com](http://www.hamptonsnorthnatomas.com) are delivered by third party sites and organizations. By using any product, service or functionality originating from the [www.hamptonsnorthnatomas.com](http://www.hamptonsnorthnatomas.com) domain, you hereby acknowledge and consent that The Hamptons Owners Association may share such information and data with any third party with whom The Hamptons Owners Association has a contractual relationship to provide the requested product, service or functionality on behalf of [www.hamptonsnorthnatomas.com](http://www.hamptonsnorthnatomas.com) users and customers.

## **Indemnity**

You indemnify and agree to keep The Hamptons Owners Association, its affiliates, officers, employees and agents (Indemnified Parties) indemnified against all claims, demands, actions, proceedings, costs, expenses, liabilities and loss suffered The Hamptons Owners Association directly or indirectly as a result of any breach of your obligations under this Agreement including any use of Content other than as expressly authorized in these Terms of Use. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site.