

Terms of Use for the CPOA Platform

Terms of Use for the CPOA Platform

Please read these terms of service before accessing or participating in any mailing list, email service, website, transaction, or other online forums available on the Chautauqua Property Owners Association ("CPOA") Platform or any other CPOA site (Platform and any other CPOA site referred to as "Platform"). By using and participating in Platform, you signify that you have read these terms and agree to be bound by and comply with them. If you do not agree to be bound by these terms, exit the Platform.

CPOA reserves the right to modify these terms at any time and will publish notice of any such modifications online at this Platform or elsewhere online. By continuing to access Platform after notice of such modifications has been published, you signify your agreement to be bound by them.

Disclaimer

The platform may include unmoderated discussion forums containing the personal opinions and other expressions of the persons who post entries or contribute content on a wide range of topics. Neither the public content of these forums, nor the links to other websites, are screened, approved, reviewed or endorsed by CPOA, the CPOA Board, or any CPOA-affiliated entity, although CPOA makes every effort to provide accurate public information on the Platform. CPOA is not deemed a publisher of any of the content of the forums, or of any content that may be available through links to and from them and is acting solely as an Internet content service provider.

Policy

It is the policy of the CPOA to maintain an environment that promotes ethical and responsible conduct in all online network activities. It shall be a violation of this policy for any user to engage in any activity that does not conform to the established purpose and general rules and policies of CPOA's online community.

By using CPOA computing resources, users assume personal responsibility for appropriate use of those resources and agree to comply with this and other applicable CPOA policies, as well as city, state, and federal laws and regulations.

The CPOA Acceptable Use Policy defines penalties leading up to and including loss of system access. In addition, some activities may lead to risk of legal liability, both civil and criminal.

Users of CPOA's online community are strongly encouraged to review and understand the contents of this policy.

Rules for Online Conduct/User Rights and Responsibilities

As a user of the CPOA Platform, you have certain rights and responsibilities regarding the Platform's use. These responsibilities include:

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- Respecting the rights and privacy of other users
- Respecting the legal protection provided by copyright and licensing of data and programs
- Respecting the intended use of resources
- Respecting the intended use of systems for electronic exchange, such as e-mail
- Respecting the security and integrity of the network
- Respecting the mission of CPOA
- Adhering to all general CPOA policies and procedures

The CPOA expects community members to exhibit the same level of respect for others in this forum as in any other CPOA venue (such as at a CPOA picnic).

Acceptable Use

All use of the CPOA Platform and online community must be consistent with the mission of the CPOA, and CPOA Platform accounts are to be used only by the authorized owner of the account for the authorized purpose. The following constitutes acceptable use of the CPOA Platform:

- Contact with other users of CPOA's community in connection with the objectives and mission of the CPOA
- Any other administrative communications or activities that support and further CPOA goals and objectives
- Announcements of events that are in line with the objectives and mission of the CPOA community and the CPOA

Unacceptable Use

You agree to use the Platform in accordance with all applicable laws. Because CPOA is a nonprofit, tax-exempt organization, you agree that you will not use the Platform for organized partisan political activities or commercial purposes.

The following are considered unacceptable use of the CPOA Platform or any CPOA website:

- Use of CPOA Platform for advertising or any solicitation, other than officially sanctioned items provided by CPOA or on designated group pages
- Use of CPOA Platform for mass mailings or spamming
- Use of CPOA Platform for activities considered illegal or fraudulent
- Use of CPOA Platform to share content that discusses illegal activities with the intent to commit them
- Use of CPOA Platform to inaccurately imply endorsement, approval or sponsorship by CPOA (or any individual officer of the organization)
- Use of CPOA Platform to send communications that can be confused with official communications of the CPOA or its officers
- Use of CPOA Platform for hate mail, harassment, discriminatory remarks or other anti-social activities

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- Use of CPOA Platform to share content that defames or threatens others
- Use of CPOA Platform to make statements that are bigoted, hateful or racially offensive
- Dissemination or use of material that contains vulgar or obscene language or images
- Dissemination or use of material that infringes another's intellectual property, including, but not limited to copyrights, trademarks or trade secrets
- The intentional seeking of information on other users; the copying or modifying of files, data or passwords belonging to other users; or the misrepresentation of other users
- Alteration of any computing or network components of the CPOA Platform without authorization or beyond one's level of authorization
- Use of the CPOA Platform in any way deemed inconsistent with the goals and mission of the CPOA
- Use of the CPOA Platform for political, lobbying and/or campaign purposes

Copyrighted material, including without limitation software, graphics, text, photographs, sound, video and musical recordings, may not be placed on the Platform without the express permission of the owner of the copyright in the material, or other legal entitlement to use the material. Although CPOA does not routinely screen or monitor content posted by users to the Platform, CPOA reserves the right to remove content of which it becomes aware that violates the previously stated rules but is under no obligation to do so. Finally, you agree that you will not access or attempt to access any other user's account, nor misrepresent or attempt to misrepresent your identity while using the Platform.

Permission to Use Materials

In consideration for your agreement to the terms and conditions contained here, CPOA grants you a personal, non-exclusive, non-transferable license to access and use the Platform. You may download material from the Platform only for your own personal, non-commercial use. You may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit, nor otherwise transfer any material. The burden of determining that use of any information, software, or any other content on the Platform is permissible rests with you, the user.

Limitation of Use

You may use Platform for legal purposes only. Furthermore, you agree that, if a third-party claims that any material you have contributed to the Platform is unlawful, you will bear the burden of establishing that the material complies with all applicable laws. The CPOA has the right to remove material

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from the Platform, block access, or take other action with respect to the material in its sole discretion, although CPOA is under no obligation to do so. You may not use CPOA computing resources or the Platform to disseminate unsolicited advertising or promotional material of any kind, unless previously approved in writing by the CPOA.

Links to Other Sites

CPOA's Platform may include hyperlinks to websites maintained or controlled by others. CPOA is not responsible for and does not routinely screen, approve, review, or endorse the contents of or use of any of the products or services that may be offered at these websites.

Choice of Law/Forum Selection

Platform is hosted by CPOA through an outside service provider, Hivebrite, on computing resources located outside the CPOA location. You agree that any dispute arising out of or relating to these terms or any content posted to Platform, including copies and republication thereof, whether based in contract, tort, statutory, or other law, will be governed by the laws of the state of New York, excluding its conflicts of law provisions.

Disclaimer of Warranty/Limitation of Liability

Although CPOA makes every effort to provide useful and accurate information on the Platform, the Platform and any information, products, or services therein are provided "as is," without warranty of any kind, either express or implied, including without limitation, the implied warranties of merchantability, fitness for use of a particular purpose, or noninfringement. CPOA does not warrant, and hereby disclaims any warranties, either expressed or implied, with respect to the accuracy, adequacy or completeness of any part of the Platform, information obtained from the Platform, or link to the Platform. CPOA does not warrant that Platform will operate in an uninterrupted or error-free manner or that Platform is free of viruses or other harmful components. Use of information obtained from or through the Platform is at your own risk. You agree that CPOA will not be liable to you for any loss or damages, either actual or consequential, arising out of or relating to these terms, or to your (or any third party's) use or inability to use Platform, or to your placement or content on Platform, or to your reliance upon information obtained from or through Platform. In particular, CPOA will have no liability for any consequential, direct, indirect, punitive, special, or incidental damages, whether foreseeable or unforeseeable (including, but not limited to, claims for defamation, errors, misuse of e-mail or other services, loss of data, or interruption in availability of data), arising out of or relating to these terms, your use or inability to use Platform, or any purchases on Platform, or your placement of content on Platform, or to your reliance upon information obtained from or through

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Platform, whether based in contract, tort, statutory or other law, except only in the case of death or personal injury where and only to the extent that applicable law requires such liability. CPOA makes no representation regarding your ability to transmit and receive information from or through the Platform and you agree and acknowledge that your ability to access the Platform may be impaired. CPOA disclaims any and all liability resulting from or related to such events.

Trademarks

The logo, name and all graphics on the Platform of CPOA and other CPOA affiliates, are trademarks of CPOA or its affiliates. Use, reproduction, copying, or redistribution of trademarks without the written permission of CPOA or its affiliates is prohibited. All other trademarks or service marks appearing on the Platform are the marks of their respective owners.

Indemnification

You agree to indemnify and hold CPOA harmless from any claims, losses or damages, including legal fees resulting from your violation of these terms, your use of Platform or your placement of any content onto Platform, and to fully cooperate in CPOA's defense against any such claims.

Your Account

If you use Platform, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may purchase products or services only through a parent or guardian. You agree that billing and registration information you provide on the Platform will be accurate and complete. CPOA and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content or cancel orders in their sole discretion.

Other

The Platform may contain errors and omissions relating to event/product description, pricing and availability. We reserve the right to correct errors or omissions without prior notice. We also reserve the right to cancel any offered event/product or service in the event of an error or omission in the description, including price, unavailability or other reason.

General

These terms constitute the entire agreement between you and CPOA and its affiliates with respect to the subject matter herein and supersede any and all prior or contemporaneous oral or written agreements.

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Copyright Complaints

CPOA respects the intellectual property rights of others.

Applicable Laws/Liability

Personal Liability

Improper use of the CPOA Platform may subject a user to personal civil and/or criminal liability. By way of example, but not limitation, users must be aware of the following:

Federal Copyright Law: U.S copyright law grants authors certain exclusive rights of reproduction, adaptation, distribution, performance, display, attribution and integrity to their creations, including works of literature, photographs, music, software, film and video. Violations of copyright laws include, but are not limited to, the making of unauthorized copies of any copyrighted material and the distributing of copyrighted materials over computer networks or by other means.

Defamation: Individuals may seek civil remedies if they can show that they were clearly identified as the subject of defamatory messages and suffered damage as a consequence.

Federal Wire Fraud Law: Federal law prohibits the use of interstate communications systems (phone, wire, radio, or television transmissions) to further an illegal scheme or to defraud.

Enforcement

The CPOA will review activity that is alleged not to be in accordance with the acceptable use policy for the CPOA Platform. The CPOA will deny further access to the secure portion of its website to those who engage in practices judged to be in violation of the acceptable use policy. In addition, the CPOA may deny access to the secure portion of the CPOA Platform to any individual at any time.

Where violations of this policy may be unlawful, the matter may be referred for appropriate legal action.

Implied Consent

Individuals with access to the CPOA Platform are responsible for the appropriate use of the Platform and by their use agree to comply with all applicable CPOA policies and regulations, and with all applicable city, state, and federal laws and regulations, as well as with the acceptable use policies of affiliated networks and systems.

PRIVACY POLICY

CPOA is committed to respecting your privacy as a member. Our privacy policy is clear: We collect no information about you, other than information

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automatically collected and stored (see below), when you visit our platform unless you choose to provide that information to us.

Information Automatically Collected

When you browse through any website, certain personal information about you can be collected. Utilizing our platform means that Hivebrite, the host of the platform may collect certain information. You are advised to review the Hivebrite privacy policy. <https://hivebrite.com/privacy-policy>

We may use information that we have access to internally for statistical purposes and to help us make our platform more useful to visitors. Unless it is specifically stated otherwise, no additional information is collected about you.

By using this platform, you consent to the processing of data about you by the CPOA and other partners in the manner and for the purposes set out above.

Personally Provided Information

CPOA does not require you provide your personal information to visit our Platform public pages; however, you may choose to provide us with personal information as you join the Platform through logging in and providing such information, an e-mail message, form, survey, etc. This information is used only to fulfill the stated purpose of your communication and/or participation and may be used by us to communicate with you.

Disclosure

CPOA does not disclose, give, sell or transfer any personal information about our online visitors to third parties except as required by law.

Endorsement Disclaimer

Our Platform may have links to many other non-profit, educational, and governmental institutions, and in a few cases, private organizations. You are subject to that site's Privacy Policy when you leave the Platform. Reference in this Platform to any specific service, company, or organization does not constitute its endorsement or recommendation by CPOA. CPOA is not responsible for the contents of any "off-site" Web page referenced from this server.