

MyLakeTown.com, LLC
TERMS OF USE

1. Acceptance of Terms. MyLakeTown.com, LLC (“Company”) provides a website template to be used by lake associations to develop and display a personalized lake association website for members of the association, and a collection of online resources, including classified ads, calendars, and forums subject to the following Terms of Use (“TOU”). By clicking the “I agree” button below or by accessing, visiting, browsing, using, or attempting to interact with or use any part of this website, including , but not limited to, classified ads, calendars or forums, (collectively “Services”) you agree that you have read, understand and agree to be bound by this Agreement.

If you do not agree to be bound by this Agreement, do not access or use any part of this website. Should you object to any term or condition of the TOU, any guidelines, or any subsequent modifications thereto or become dissatisfied with the Company in any way, your only recourse is to immediately discontinue use of Company’s website. Company has the right, but is not obligated, to strictly enforce the TOU through self-help, community moderation, active investigation, litigation and prosecution.

All capitalized terms not defined herein shall have the meaning ascribed thereto in the License Agreement of which these TOU are a part

2. Modifications to this Agreement. We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. Company reserves the right, with or without notice, to make changes to the TOU at Company’s discretion. Continued use of any part of this website constitutes your acceptance of such changes. The most current version of this Agreement, which supercedes all previous versions, can be reviewed by going to www.MyLakeTown.com.

3. Content You understand that all postings, messages, text, files, images, photos, video, articles, sounds, or other materials (“Content”) posted on, transmitted through, or linked from the Services, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item (“Item”) of Content that you post, email or otherwise make available via the Services. You understand that the Company does not control, and is not responsible for Content made available through the Services, and that by using the Services, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable.

Furthermore, you agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will the Company be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Services. You acknowledge that Company does not pre-screen or approve Content, but that Company shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content

that is available via the Services, for violating the letter or spirit of the TOU or for any other reason.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this website, or between users and any third party, you understand and agree that Company is under no obligation to become involved. In the event that you have a dispute with one or more other users, or any third party, you hereby release Company, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and /or our Services.

4. Hyperlinking. The Content available through the Services may contain links to other websites, which are completely independent of the Company. Company makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such website. These hyperlinks to such websites are provided as a service to users and are not sponsored by, endorsed or otherwise affiliated with this website or the Company. Company has not reviewed any or all of such sites and is not responsible for the content of any linking sites, and any links made directly from a Company website to another web page should be accessed at your own risk.

5. No Unlawful Access. You agree that you will not use Company's websites in any manner that could in any way disable, overburden, damage, or impair the websites or otherwise interfere with any other party's use and enjoyment of the websites. You further agree that you will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through authorized use of the websites.

6. Personal and Non-Commercial Use Limitation. Company's website is for your personal and non-commercial use, unless otherwise specified. You may not use any Company website for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of Company. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, sell or otherwise infringe on any intellectual property rights related to any information, content, software, products or services obtained from or otherwise connected to Company's website.

7. Trademarks and Copyrights. Trademarks, service marks, logos, and copyrighted works (hereinafter, "intellectual property") appearing in this site are the property of Company or the party that provided the intellectual property to Company. Company and any party that provides intellectual property to Company retain all rights with respect to any of their respective

intellectual property appearing in this site. All contents of Company's websites are: Copyright © 2011 MyLakeTown.com, LLC. All rights reserved.

Although Company does not claim ownership of content that its users post, by posting Content to any public area of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to Company an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting Content to any public area of the website, you automatically grant Company all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the website by any party for any purpose.

8. Copyright Infringement. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Company's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying Company and its affiliates that your copyrighted material has been infringed. Please include the following:

(i) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest:

(ii) A description of the copyrighted work that you claim has been infringed upon;

(iii) A description of where the material that you claim is infringing is located on the site, including the current website address;

(iv) Your address, telephone number, and e-mail address;

(v) A statement by you that you have a good-faith belief that the disputed use is unauthorized by the copyright owner, its agent, or the law;

(vi) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Company's Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

Copyright Agent:

MyLakeTown.com, LLC

Attn: Copyright Agent,

37 Herrick Avenue, Delmar, New York 12054

phone: (855) 525-3869

e-mail: Info@MyLakeTown.com

9. Conduct. When using the Services, you agree that you will not post, send, submit, publish, or transmit in connection with this site, or cause to be posted, sent, submitted, published or transmitted, any material that:

- (a) you do not have the right to post, including any proprietary material of any third party protected by intellectual property laws (or by rights of privacy or publicity);
- (b) advocates illegal activity, discusses an intent to commit an illegal act or violates any law;
- (c) is vulgar, obscene, pornographic, or indecent;
- (d) threatens or abuses others;
- (e) is libelous or defamatory towards others;
- (f) is racist, abusive, harassing, threatening or offensive;
- (g) seeks to exploit or harm children by exposing them to inappropriate content, or asking for personally identifiable details or information;
- (h) harvests or otherwise collects information about others, including e-mail addresses, without their consent;
- (i) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates or forges headers or identifiers to disguise the origin of content;
- (j) falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissible uploaded (e.g., copyright, trademark or patent notices);
- (k) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;
- (l) solicits funds, advertisers or sponsors for any purpose;

(m) includes programs that contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications device;

(n) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real-time activities via this site;

(o) amounts to a pyramid or other like scheme, including contests, chain letters, and surveys;

(p) disobeys any policy or regulations including any code of conduct or other guidelines, established from time to time regarding use of this site or any networks connected to this site;

(q) is a violation of any federal, state or local law, including, but not limited to;

(r) includes personal or identifying information about another person without that person's explicit consent; or

(s) contains hyperlinks to other sites that contain content that falls within the scope of this Section.

You acknowledge that any materials uploaded to the website may be subject to posted limits on use, reproduction and/or dissemination and you are responsible for abiding by such limitations with respect to your submissions, including any downloaded materials. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither the Company nor any third party that provides Content to the Company will assume or have any liability for any action made by Company or such third party with respect to any submissions.

10. Paid postings. Company may charge a fee to post Content in some areas of the website. The fee is an access fee permitting Content to be posted in a designated area. Each party posting Content to the website is responsible for said Content and compliance with the TOU. All fees paid will be non-refundable in the event that Content is removed from the Service for violating the TOU.

11. Limitation on Service. You acknowledge that Company may establish limits concerning use of the Services, including the maximum number of days that Content will be retained by the Company, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Company, and the frequency with which you may access the website. You agree that Company has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Company. You acknowledge that Company reserves the right at any time to modify or discontinue the Services (or any part thereof) with or without notice, and that Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

12. Right to Terminate Access. The Company reserves the right to monitor use of this website to determine compliance with these TOU, as well as the right to edit, refuse to post or remove any information or materials, in whole or in part, at its sole discretion. The Company reserves the right to terminate your access to the Services at any time without notice for any reason whatsoever. Further, you agree that Company shall not be liable to you or any third-party for any termination of your access to the Services. Further, you agree not to attempt to use the Services after said termination. Sections 3, 7, 9, 15, 16, and 18 shall survive termination of the TOU.

13. Disclosure under Law. The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

14. Personally Identifiable Information. The Company cautions you against giving out any personally identifying information about yourself or your children in any Communication Service. In an effort to preserve your privacy, Company agrees that it will treat any personally identifying information that you submit through this site in accordance with the terms outlined in its Privacy Policy.

15. Disclaimer & Limitation on Liability You understand that Company cannot and does not guarantee or warrant that files available for downloading from the Company website will be free of viruses, worms, Trojan horses or other code that may cause damage or harm to your computer(s) or network(s). You understand that any Company Training provided to you by Company is not guaranteed or warranted in any manner whatsoever. You acknowledge that you will be solely responsible for implementing sufficient procedures and checkpoints to protect your computer(s) and network(s), and that you will maintain adequate means of backup of your personal data, external to this website. The Company further disclaims any responsibility to ensure that the Content located on its websites is necessarily complete and up-to-date.

YOUR USE OF THIS WEBSITE AND YOUR ACCEPTANCE OF ANY COMPANY TRAINING IS AT YOUR OWN RISK. THE CONTENT AND ANY COMPANY TRAINING ARE PROVIDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON ANY COMPANY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF ANY CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE USER ACKNOWLEDGES THAT THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND COMPANY MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR

CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. COMPANY MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT AND ANY COMPANY TRAINING WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE COMPANY SITE OR THE SERVICE, FROM INABILITY TO USE THE COMPANY SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE COMPANY SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE COMPANY SITE OR THE SERVICE OR ANY LINKS ON THE COMPANY SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE COMPANY SITE OR THE SERVICE OR ANY LINKS ON THE COMPANY SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW..

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO COMPANY FOR THE APPLICABLE CONTENT OR SERVICES OUT OF WHICH LIABILITY AROSE.

16. Indemnity. You agree to indemnify and hold Company, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the Indemnified Parties) harmless from any breach of these TOU by you, including without limitation any use of Content other than as expressly authorized in these TOU. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. 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.

17. Security. Any passwords used for this website are for individual use only. You will be responsible for the security of your password(s). From time to time, Company may require that you change your password. You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or

accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Company reserves the right to release your account details to system administrators at other websites and/or the authorities in order to assist them in resolving security incidents. Company reserves the right to investigate suspected violations of these TOU. Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or direction Company to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these TOU.

BY ACCEPTING THIS AGREEMENT YOU WAIVE ALL RIGHTS AND AGREE TO HOLD COMPANY HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTION TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.

18. Miscellaneous. These TOU will be governed and interpreted pursuant to the laws of New York notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in New York in connection with any dispute between you and Company arising out of these TOU or pertaining to the subject matter hereof. The parties to these TOU each agree that the exclusive venue for any dispute between the parties arising out of or relating or connected to these TOU or the license Agreement to which they are attached will be in the state or federal courts within the County of Albany and State of New York.

If any part of these TOU is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this agreement or use of Company's website. These TOU constitute the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and Company with respect to Company's website. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain. Company may revise these TOU at any time by updating this posting.