

**TERMS OF SERVICE FOR THE ALBEMARLE PLANTATION
PROPERTY OWNERS' ASSOCIATION WEBSITE KNOWN AS**

<http://www.appoa.us>

A.K.A. <https://appoa.nabrnetwork.com>

INTRODUCTION

Welcome to the Albemarle Plantation Property Owners' Association website (APPOA Website). Throughout this Terms of Service document, the designation "APPOA" shall be used to represent the Albemarle Plantation Property Owners' Association, Inc., its Board of Directors, committee volunteers, affiliates, officers, agents, partners, consultants, attorneys, employees, and any entity or person hosting, designing, or providing for administration of the Website.

This website is made available to APPOA users under annual contract from Nabr Network. As such, all APPOA website users are additionally subject to Nabr Network's Terms of Use (ToU) which can be accessed by clicking on the Terms of Use title at the bottom of the website home page. By accessing and using the APPOA website you accept and are legally bound by Nabr Network's ToU as well as the APPOA Terms of Service (ToS) as defined herein. The use of the word ADMIN refers to those who manage the website with administrative privileges.

ACCEPTANCE OF APPOA TERMS OF SERVICE

By accessing any portion of the APPOA Website in any way or for any reason, you agree to be bound by the following Terms of Service. APPOA reserves the right to pursue any and all legal remedies, whether under law or equity, available to the APPOA for violation of these Terms of Service or any other conduct creating a right of action in favor of APPOA.

RIGHT TO MODIFICATION WITHOUT NOTICE

APPOA reserves the right to modify, update, remove or create additional Terms of Service at any time and for any reason without notice. APPOA Website users have the duty to act in compliance with the Terms of Service in effect at the time they are using the APPOA Website, and the duty to keep themselves informed of any changes to the Terms of Service.

MEMBER ACCOUNT, PASSWORD AND SECURITY

By obtaining a member access account, you agree to be solely responsible for maintaining the confidentiality of your password and account, and you are fully responsible for all activities that occur under your account. You agree to immediately notify APPOA of any unauthorized use of your account or any other breach of security. You further agree that you will not provide anyone with access to your APPOA Website account besides immediate family members who live at your residence within Albemarle Plantation.

Unauthorized access to any password protected area or other area which is meant to be unavailable to the general public shall be subject to prosecution at the fullest extent allowed by applicable law.

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SUSPENSION AND TERMINATION OF USE

Member access and/or use of the APPOA Website may, without notice, be suspended or permanently terminated at any time at the sole discretion of APPOA. The suspension or termination of member access and/or use of the APPOA Website may include the immediate deletion of a member's account, all related information, and any content of the member. The APPOA shall in no way be liable to any member, APPOA Website user or any third party for direct or indirect consequences of any suspension, termination or any acts associated therewith. Additionally, APPOA may remove and discard any content within the APPOA Website at any time and for any reason within its sole discretion and without notice.

PROVIDING OF WEBSITE

APPOA reserves the right to, in its sole discretion and at any time, discontinue providing the APPOA Website, or any part thereof, with or without notice. Such reservation of rights shall include the right to immediately delete or destroy any and all members' accounts and information related thereto including any content posted or available on the APPOA Website.

Read Nabr ToU Section b. Intended Use for additional information.

MEMBER CONDUCT

Member access will automatically be suspended when a member or someone using a member's account partakes in inappropriate conduct. APPOA may terminate a suspended membership account at any time within its discretion. Inappropriate conduct includes, but is not limited to the following:

- a. Members attacking, stalking, or harassing any person or entity in any way. This includes posts that threaten, make fun of, or directly attack another or their reputation. This also includes posts containing offensive language or links to websites containing materials or content inappropriate for viewing by a family audience. In addition to suspension or termination of member access, any such posts will be immediately deleted as soon as it is brought to the attention of ADMIN;
- b. The printing, publishing or other use of materials or information extracted from anywhere on the APPOA Website for other than personal use without written permission of the APPOA;
- c. The harvesting of e-mail and/or other information about APPOA members, subscribers, affiliates, or visitors;

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- d. The disclosure, dissemination or use of any content, or material found on the APPOA Website for commercial purposes, including, but not limited to, solicitation of products or services by mail, telephone, or otherwise;
- e. The transmission or posting of any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- f. The transmission or posting of any content for which the APPOA Website user does not have a right to transmit pursuant to any duty created by law, including contractual and/or fiduciary duties i.e., inside, proprietary, or confidential information etc.;
- g. The transmission, publishing or posting of any content that infringes upon any patent, trademark, trade secret, copyright, or other proprietary right of any party. Such material or content will be deleted as soon as it is brought to the attention of ADMIN;
- h. The transmission of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- i. The use of the APPOA website in any way which violates any applicable law of any local government, North Carolina or any other state, or the United States whether such violation was intentional, negligent, or accidental;
- j. The use of the APPOA Website or the material contained therein to "Stalk" or otherwise harass anyone;
- k. The use of the APPOA Website for any purpose which could potentially subject the APPOA to liability in any way;
- l. The use of the APPOA Website to collect, store or use in any way personal data about other users, members, or neighbors; or
- m. The unapproved use of APPOA Website for personal commercial business enterprise for the express purpose of commercial gain.

POSTING, or FEEDS

The purpose of the Community Feed and similar features of the website (herein referred to as "Posting") is to provide a forum for members to communicate with each other. It is available to all Albemarle Plantation property owners who have obtained login access to the appoa.us website.

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When Posting, members are expected to:

- Use polite language.
- Not spread rumors.
- Not post personal attacks against individuals, groups or the APPOA as a whole.
- Not use the Posting for commercial, political, or lobbying purposes,
- Not use the Posting for communicating specific operational concerns or maintenance issues. Instead, the APPOA website provides Online Forms, which ensure that AP Management and/or the APPOA Board of Directors directly hear your concerns and can respond or take action, as appropriate.

There are consequences for failing to follow these ToS.

- First Violation:
When a member creates a Posting that violates these ToS, the offending posting will be removed as soon as it is brought to the attention of ADMIN. The member will be advised to either a) revise and resubmit the Posting, or b) use an Online Form to send the Posting to the appropriate person/group, or c) locate the material within a more appropriate section of the website.

This first warning message will also indicate that if a member receives a second warning, that member's access to the APPOA website will be suspended for a period of thirty days.

- Second Violation:
If a member has received a First Violation, and subsequently submits a Posting that violates the ToS, a second warning message will be sent by email to the member, indicating that the member is not using the Posting system appropriately. The member's access to the APPOA website will be suspended for a period of thirty days.

The Member will be notified by email about the suspension, the reason for this action, and encouraged to discuss this situation with the appropriate person and/or group. The Member will regain access to the website at the end of the suspension period.

- Third and Subsequent Violations:
If a member continues to violate the Posting ToS, the APPOA reserves the right to specify a suspension of 120 days or longer or may terminate the member's account privileges.

The Member will be notified by email about the suspension, the reason for this action, and encouraged to discuss this situation with the appropriate person and/or group. The Member will regain access to the website at the end of a suspension period.

As indicated in the ToS, the APPOA has the right to instantly remove and discard any content within the Posting, at any time, and for any reason within its sole discretion and without notice. In addition, it may automatically suspend a member who partakes in inappropriate conduct as described in the section titled "Member Conduct".

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RESPONSIBILITIES AND INDEMNITY

In consideration for your ability to make use of the APPOA Website, you agree that you are solely responsible for all acts of yourself or anyone using your member access. Additionally, you agree to indemnify and hold harmless the APPOA, as defined above, from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of any and all acts of yourself or anyone using your member access.

PRIVACY

APPOA operates the APPOA Website primarily for the convenience of the owners of property within Albemarle Plantation (Owners). APPOA does not sell or otherwise make available Owners' personal data to any other organization through this website. However, APPOA reserves the right to share any personal, identifying or any other information about any APPOA Website user, or any member of the APPOA, with anyone outside of the APPOA, its consultants, advisors, and legal counsel, when (1) required by law; (2) necessary to protect the Association's interests or reputation; or (3) consented to by the affected person or persons.

APPOA promises to exercise reasonable care and diligence in managing, transmitting, and securing personal information associated with the APPOA Website. However, APPOA cannot guarantee the security or confidentiality of any information transmitted or posted to or otherwise contained within the APPOA Website. By using the APPOA Website for any purpose you do so at your own risk that the security or confidentiality of your private information may be compromised.

The APPOA Website may contain links to other websites. Such other websites and their content are outside the control of the APPOA. The APPOA will not be held responsible for the content of such websites. The terms and conditions of such external websites, including the privacy policies, may differ from those of the APPOA Website, and any user following said external links shall be governed by the terms and conditions of said external website.

While APPOA may collect certain identifying and non-identifying information when you visit one or more of our websites, APPOA does not collect any identifying information as the result of your use of the APPOA.US Website, with the exception of information sent to the APPOA via e-mail and the login information of members. To the extent a user's web browser sends information to the website, such information will not be used to identify or contact such user unless (1) required by law; or (2) necessary to protect the Association's interests or reputation. However, APPOA may use such information for statistical purposes related to the use and improvement of the APPOA Website.

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APPOA reserves the right to send cookies to users of the APPOA Website and to require their acceptance by the APPOA Website user or make such acceptance deniable by the APPOA Website user.

Nabr Network also has a comprehensive Privacy Policy, and it is recommended you access and read it for your own information. It can be accessed by clicking on the Privacy Policy title at the bottom of the website's home page.

DISCLAIMERS

While the information provided within the APPOA Website is believed to be accurate, it may include errors or inaccuracies. Where a conflict arises between the content of the APPOA Website and any official documents of the APPOA, the official documents shall prevail. APPOA makes no attempts to verify or endorse as true any information posted to the APPOA Website by anyone outside of APPOA, as defined above. Users of the APPOA Website assume all risk associated with reliance upon the accuracy and truthfulness of the information and content of the APPOA Website.

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APPOA SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THE APPOA WEBSITE, RESULTING FROM THE DOWNLOADING OF SOFTWARE OR OTHER DATA IN ANY FORM FROM THE APPOA WEBSITE, OR RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION CONTAINED WITHIN THE APPOA WEBSITE, EVEN IF APPOA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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