

# **PROPERTYU TERMS OF USE**

## **1. ACCEPTANCE OF TERMS OF USE**

Welcome to PropertyU. PropertyU consists of online articles, discussion fora, and other information related to community associations (referred to hereafter as "the Service"). Use of the Service or any portion thereof is subject to this PropertyU Terms of Use ("TOU"). Your use of the Service constitutes your agreement to be bound by the TOU and any other policies PropertyU implements related to the Service. If you disagree with the TOU, any other policy, any term or condition thereof, or become dissatisfied with PropertyU in any manner, your sole remedy is to discontinue use of the Service. PropertyU reserves the right to enforce the TOU and any other policy through any available legal remedy.

## **2. RIGHT TO MODIFY AGREEMENT**

PropertyU, in its sole discretion, may alter or amend the terms and conditions of the TOU or any other policy at any time with or without notice. You agree to be bound by any such alterations or amendments immediately upon their posting on the Service. You should review the TOU and other PropertyU policies on a regular basis in order to become aware of any alterations or amendments. The current versions of the TOU and other policies are available at: <http://PropertyU.net>.

## **3. CONTENT**

Content that appears on the Service may consist of articles, information, postings, messages, text, files, images, photos, video, sounds, or other materials ("Content"). You understand and agree that:

- a) All Content posted on, transmitted through, or linked from the Service, is the sole responsibility of the person who provided the Content and not PropertyU.
- b) You are solely responsible for any Content that you post, email or otherwise make available via the Service.
- c) PropertyU does not control Content and is not responsible for Content.

- d) PropertyU is not liable in any way for any Content or any loss or damage of any kind resulting from the use of any Content that is available through the Service.
- e) PropertyU does not review, pre-screen, or approve Content. PropertyU has the right (but not the obligation) in its sole discretion to refuse to post, to delete, or to move any Content that is available through the Service for violating the TOU, any other policy, or for any other reason or no reason.

#### **4. TRANSACTIONS**

The Service contains an online forum feature, advertisements, and informational content. Your interactions with organizations or individuals through the online forum feature, advertisements, and informational content, including selling goods or services, payment and delivery of goods or services, any disputes concerning such goods or services, and any other terms, conditions, warranties or representations associated with such transactions, are solely between you and such organizations or individuals. You are solely responsible to exercise due diligence concerning such organizations or individuals prior to proceeding with any transaction with any of these organizations or individuals. PropertyU shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such transactions. In the event of a dispute between you and other users of the Service, you and the other users are solely responsible to resolve the dispute, and you hereby release PropertyU, 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 the Service

#### **5. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE**

As required by the Digital Millennium Copyright Act of 1998, we have designated the following agent (“Agent”) to receive notification of alleged potential copyright infringement on websites, systems, or networks controlled or operated by PropertyU: [DMCAnotice@propertyu.net](mailto:DMCAnotice@propertyu.net)

If you believe that material residing on a website, system, or network controlled or operated by PropertyU infringes a copyright, please provide a notification of infringement to the Agent. To be effective, the notification must include the following:

- a) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- d) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- e) Your mailing address, telephone number, and e-mail address; and
- f) Your physical or electronic signature of the notification of infringement.

## **6. PRIVACY POLICY AND DISCLOSURES**

The PropertyU Privacy Policy sets forth how information from users of the Service is collected and used. The Privacy Policy is available at: <http://PropertyU.net>. By using the Service, you agree to be bound by the Privacy Policy. You also agree that PropertyU may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the TOU; respond to any claims that Content violates the rights of third-parties; respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of PropertyU, its users or the general public.

## **7. PROHIBITED ACTIVITY**

You agree not to post or otherwise make available Content that:

- a) Is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;

- b) Is pornographic or depicts a human being engaged in actual sexual conduct;
- c) Harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d) Violates the Fair Housing Act by stating, in any notice or ad for the sale or rental of any dwelling, a discriminatory preference based on race, color, national origin, religion, sex, familial status or handicap (or violates any state or local law prohibiting discrimination on the basis of these or other characteristics);
- e) Violates federal, state, or local equal employment opportunity laws, including but not limited to, stating in any advertisement for employment a preference or requirement based on race, color, religion, sex, national origin, age, or disability;
- f) With respect to employers that employ four or more employees, violates the anti-discrimination provision of the Immigration and Nationality Act, including requiring U.S. citizenship or lawful permanent residency (green card status) as a condition for employment, unless otherwise required in order to comply with law, regulation, executive order, or federal, state, or local government contract;
- g) Impersonates any person or entity, including, but not limited to, a PropertyU employee, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.);
- h) Includes personal or identifying information about another person without that person's explicit consent;
- i) Is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch";
- j) Infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- k) Constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;

- l) Advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items the sale of which is prohibited or regulated by law, such as hazardous materials, pesticides, or surveillance equipment;
- m) Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- n) Disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or
- o) Employs misleading names, email addresses, other contact information, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.

Additionally, you agree not to:

- a) Contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose;
- b) "Stalk" or otherwise harass anyone;
- c) Collect personal data about other users for unlawful purposes;
- d) Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service - unless expressly permitted by PropertyU;
- e) Post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- f) Attempt to gain unauthorized access to PropertyU's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the PropertyU website;

- g) Use any form of automated device or computer program that enables the submission of postings on PropertyU without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals; and
- h) Use any form of automated device or computer program ("flagging tool") that enables the use of PropertyU's "flagging system" or other community moderation systems without each flag being manually entered by the person that initiates the flag (an "automated flagging device"), or use the flagging tool to remove posts of competitors, or to remove posts without a good faith belief that the post being flagged violates these TOU.

## **8. NO POSTING AGENTS**

A "Posting Agent" is a third-party that posts Content on behalf of others. You agree not to use a Posting Agent to post or make available Content to the Service without the prior express written consent of PropertyU. Posting Agents are prohibited from posting or making available Content to the Service on behalf of others without the prior express written consent of PropertyU.

## **9. NO SPAM**

You agree not to send unsolicited email advertisements to PropertyU email addresses or otherwise transmit such advertisements through the Service. Any such activity or other unauthorized use of PropertyU computer systems is a violation of the TOU and certain federal and state laws. Such violations may subject you to civil and criminal penalties.

## **10. POSTING FEES AND POLICIES; VENDOR DIRECTORY LINK AND ADVERTISING FEES**

PropertyU charges fees to post or make available your Content and web link in the Service. You are solely responsible for such Content and web link and complying with the TOU and other policies. You will be charged a fee on a monthly basis to make available your Content and web link in the Service. Your Content and web link will remain available for viewing by users of the Service as long as you pay the monthly fee, provided that your Content and web link complies with the TOU and other policies. If you do not pay your fee for any month, your Content and web link will be removed from the Service. PropertyU also reserves the right to remove Content

and web link from the Service for violating the TOU or other policies. Any fees paid to post or make available the Content and web link are non-refundable if the Content and web link is removed from the Service for any reason. Fees will be specified in a separate advertising rate schedule.

#### **11. SERVICE RESTRICTIONS**

You agree that PropertyU may establish limits concerning use of the Service, including the maximum number of days that Content will be retained by the Service, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You also agree that PropertyU is not responsible or liable for the deletion or failure to store any Content maintained or transmitted by the Service. You further agree that PropertyU reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that PropertyU will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### **12. LIMITED LICENSE TO USE SERVICE**

PropertyU grants you a limited, revocable, nonexclusive license to access the Service for your own use. This license does not grant a license to access the Service to Posting Agents or any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless PropertyU provides its prior express written consent. This restriction does not encompass general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file.

#### **13. RIGHT TO DISCONTINUE SERVICE**

PropertyU may, in its sole discretion, delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any

reason, including, without limitation, if PropertyU believes that you violated the TOU or any other policy. PropertyU shall not be liable to you or any third-party for any termination of your access to the Service. You agree not to attempt to use or access the Service after termination. Sections 2-4, 6, 7, and 9-19 shall survive termination of the TOU.

#### **14. INTELLECTUAL PROPERTY**

PropertyU claims intellectual property rights in the Service to the maximum extent provided by copyright laws and international treaties. The Content is protected by copyright as a collective work and/or compilation, pursuant to copyright laws and international conventions. Any copying, reproduction, modification, creation of derivative works from or redistribution of the Service or the collective work or any portion thereof for further reproduction or redistribution is prohibited without the prior express written consent of PropertyU. You agree not to:

- a) Reproduce, duplicate or copy Content from the Service without the prior express written consent of PropertyU, and agree to abide by any and all copyright notices displayed on the Service;
- b) Decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service; and
- c) Reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service.

PropertyU claims trademark rights in PROPERTYU. PropertyU does not claim ownership of Content posted by users of the Service. By posting Content to the Service, you automatically grant, and you represent and warrant that you have the right to grant, to PropertyU an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute the Content; to prepare derivative works of, or incorporate into other works, the Content; to grant all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service by any party for any purpose; and to grant and authorize sublicenses (through multiple tiers) of any license you grant to PropertyU.

#### **15. DISCLAIMER OF WARRANTIES**



YOU AGREE THAT USE OF THE PROPERTYU SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE PROPERTYU SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, PROPERTYU DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE PROPERTYU SITE AND THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, PROPERTYU DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE PROPERTYU SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE PROPERTYU SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, PROPERTYU DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE PROPERTYU SITE OR THE SERVICE. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

## **16. LIMITATIONS OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL PROPERTYU BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF PROPERTYU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE PROPERTYU SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE PROPERTYU SITE OR THE SERVICE, FROM INABILITY TO USE THE PROPERTYU SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE PROPERTYU 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 PROPERTYU SITE OR THE

SERVICE OR ANY LINKS ON THE PROPERTYU SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE PROPERTYU SITE OR THE SERVICE OR ANY LINKS ON THE PROPERTYU SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you.

#### **17. INDEMNITY**

You agree to indemnify and hold PropertyU, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation of the TOU, your violation of any other policy, your breach of any of the representations and warranties of the TOU or any other policy, or your violation of any rights of another.

#### **18. DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to the Service, this TOU, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### **19. MISCELLANEOUS PROVISIONS**

The TOU constitutes the entire agreement between you and PropertyU and governs your use of the Service, superseding any prior agreements between you and PropertyU. The TOU and the relationship between you and PropertyU shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions. The failure of PropertyU to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found to be invalid, the parties nevertheless agree that the arbitrator(s) should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect. You agree that regardless of any statute or

law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred. Any notices to be provided to you by PropertyU will be sent to the e-mail address you provide to Property U to sign up for the Service. Any notices to be provided to PropertyU should be sent to: info@Propertyu.net.

## **19. REMEDIES**

Please report any violations of the TOU by sending an email to: info@Propertyu.net.

PropertyU's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You agree that because damages are often difficult to quantify, if it becomes necessary for PropertyU to pursue legal action to enforce any violation of the TOU, you will be liable to pay PropertyU the following amounts as liquidated damages, which you accept as reasonable estimates of PropertyUs' damages for the specified violations of the TOU:

- a) If you post Content that (1) impersonates any person or entity; (2) falsely states or otherwise misrepresents your affiliation with a person or entity; or (3) that includes personal or identifying information about another person without that person's explicit consent, you agree to pay PropertyU one thousand dollars (\$1,000) for each such posting.
- b) If PropertyU establishes limits on the frequency with which you may access the Service, or terminates your access to or use of the Service, you agree to pay PropertyU one hundred dollars (\$100) for each posting in excess of such limits or for each day on which you access PropertyU in excess of such limits, whichever is higher.
- c) If you send unsolicited email advertisements to PropertyU email addresses or otherwise transmit such advertisements through the Service, you agree to pay PropertyU twenty five dollars (\$25) for each such email.
- d) If you post Content in violation of the TOU, other than as described above, you agree to pay PropertyU one hundred dollars (\$100) for each item of Content posted. In its sole discretion, PropertyU may elect to issue a warning before assessing damages.
- e) If you are a Posting Agent that uses the Service in violation of the TOU, in addition to any liquidated damages under clause (d), you agree to pay PropertyU one hundred dollars

(\$100) for each and every item you post in violation of the TOU. A Posting Agent will also be deemed an agent of the party engaging the Posting Agent to access the Service (the "Principal"), and the Principal (by engaging the Posting Agent in violation of the TOU) agrees to pay PropertyU an additional one hundred dollars (\$100) for each item posted by the Posting Agent on behalf of the Principal in violation of the TOU.

- f) If you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of these Terms without PropertyU's express written permission, you agree to pay PropertyU three thousand dollars (\$3,000) for each day on which you engage in such conduct. Otherwise, you agree to pay PropertyU's actual damages, to the extent such actual damages can be reasonably calculated.

Notwithstanding any other provision of these Terms, PropertyU retains the right to seek the remedy of specific performance of any term contained in these Terms, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof.

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PropertyU.net LLC Managing Member

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PropertyU.net Vendor

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Date

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Date