

# TRENDS HOA website and members-only area — Terms of use agreement

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The following terms of use agreement sets out your rights and obligations as a TRENDS HOA member ("Member") in respect of your use of the TRENDS HOA website and certain access-controlled portions of the website, the "members-only area".

## Acceptance

It is important that you read the following terms and conditions carefully. This terms of use agreement ("Agreement") is a legal agreement between you and the Trends Homeowners Association (the "TRENDS HOA"), the owner and operator of this website, including, without limitation, the members-only area (the "Website"). It states the terms and conditions under which you may access and use the Website and all written and other materials displayed or made available through the Website, including, without limitation, text, images, computer software and code (the "Content"). By accessing and using the Website, you are indicating your acceptance to be bound by the terms and conditions of this Agreement, including without limitation the Privacy Notice set out below. If you do not accept these terms and conditions, you must not access or use the Website. The TRENDS HOA may revise this Agreement at any time by updating this posting. Use of the Website after such changes are posted will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement.

You may be required to indicate your acceptance to be bound by these terms and conditions on initial log-in before you will be allowed to access or use the members-only area. By clicking "I AGREE" (or its equivalent), you are indicating your acceptance to be so bound. If you do not accept these terms and conditions as indicated on your initial log-in, you will not be allowed to enter the members-only area. This "click-through" may only appear on initial log-in to the members-only area. The TRENDS HOA may revise such additional or other terms and conditions from time to time. In such circumstances, you may be asked to agree to the revised versions that shall supersede the terms and conditions of the prior versions.

You agree that electronic pages of the Website are the equivalent of written documents and that your signifying agreement or acknowledgement by "clicking" any buttons, stating "agree", (or its equivalent) or by typing "agree" (or its equivalent) where prompted by the Website shall have the same legal effect as if you had placed your signature by hand and provided hard-copy versions of such pages to the TRENDS HOA with the intention to be legally bound.

You will be given a unique user ID and temporary password to access the members-only area. Your user ID and password are for your personal use only. You are responsible for maintaining the confidentiality of your user ID and password and are responsible for all activities that occur under your ID and password. The TRENDS HOA is under no obligation to confirm the actual identity or authority of any party successfully completing the challenge question or accessing and using the members-only area under your user ID and password. You agree to notify the TRENDS HOA immediately of any unauthorized use of your user ID or password or any other breach of security. The TRENDS HOA will not be liable for any loss or damage arising from your failure to protect your user ID, your password, or the valid response to your selected challenge question.

You agree that you will comply with the password selection guidelines as may be issued from time to time by the TRENDS HOA and that you shall change your password as prompted by the Website to reduce the potential for unauthorized use.

You agree that, by accessing the members-only area using your user ID and password, the TRENDS HOA may use your user ID and password as the means to authenticate your identity for the purposes of using the members-only area.

## Use of the public area of website

Subject to your acceptance to be bound by the applicable additional or other terms and conditions, the TRENDS HOA authorizes you to access and use the public area of the Website for your personal non-commercial use in Florida in accordance with the terms and conditions of this Agreement. The information on the public area of the Website is for informational purposes only; it is not intended as an interactive forum. You should not use any information contained on the Website as a substitute for consultation with legal professionals or other professional advisors. You should not act or abstain from acting based upon information obtained from the Website without first consulting appropriate professional advisors.

## **Members-only area**

The TRENDS HOA authorizes you to access and use the members-only area in relation to your professional practice in accordance with the terms and conditions of this Agreement. This information contained in the members-only area is provided for the purposes of general advice, information and education of expectation of TRENDS HOA members.

The Website and members-only area may contain learning resources of a general nature that are presented for educational purposes for use by members of the TRENDS HOA. The information contained within such learning materials is for informational purposes only; it is not professional advice, nor is it intended to be a substitute therefore.

## **Members-only area limited license**

Subject to the terms and conditions of this Agreement, you are hereby granted a personal limited, non-transferable and non-exclusive license to access, view and use the members-only area and the Content in relation to your professional practice. You are granted the right to download, store and/or print single copies of items comprising the Content for use in your professional practice, provided that you maintain all copyright and other notices contained in such Content. You must also abide by any additional requirements governing the use of any specific Content that may be set out in the members-only area. In the event of a conflict between the terms of a specific license governing specific Content and this Agreement, the terms of the specific license shall govern.

## **Communications**

The TRENDS HOA has provided a secure messaging service for Members seeking to communicate with the TRENDS HOA. You agree that you will contact the TRENDS HOA to obtain advice or assistance only by using the secure messaging service available from within the members-only area or by phone, fax or regular mail. The TRENDS HOA cannot guarantee the confidentiality of such unencrypted e-mail transmissions. No special relationship or obligation will result from the transmission of e-mail or electronic messaging generated outside the members-only area from Members to the TRENDS HOA.

The TRENDS HOA has made reasonable efforts to ensure the security of communication between you and the TRENDS HOA. However, as with any electronic communication, the TRENDS HOA cannot and does not represent, warrant or covenant that communications to or from the members-only area using the secure messaging service will under all circumstances be secure, not intercepted or subject to delay, data corruption or unauthorized access by current or future means.

If you wish to transmit sensitive files, documents or other materials to the TRENDS HOA electronically, this should be done via the secure messaging service. This service allows you to transmit such materials to the TRENDS HOA for the purposes of communicating case-related medical-legal issues or questions. You agree that you will not upload or transfer any files, documents or materials: (i) which are unlawful, abusive, defamatory or obscene including without limitation any such material constituting or encouraging conduct that would constitute a criminal offense, create civil liability or otherwise violate any local provincial, national or international law or regulation, or (ii) which knowingly contains a virus or other harmful component(s). You also agree that copies of all communication between you and the TRENDS HOA using the secure messaging service and copies of the files, documents and other materials that you forward to the TRENDS HOA through the members-only area of the TRENDS HOA website become the property of the TRENDS HOA.

## **Your contact and practice information**

The members-only area allows you to access and request changes to information the TRENDS HOA has regarding your billing address, telephone number(s) and e-mail address(es). The members-only area also allows you to register for the TRENDS HOA's educational sessions. When you register for an educational session, we will ask you to provide personal information including, but not limited to, your name, contact information, credit card number, and emergency contact information. When you use the members-only area to change your billing address, phone number(s), e-mail address(es), province of work or type of work or to register for a TRENDS HOA educational session, you agree that you will only provide information which is true, accurate, current and complete. If the TRENDS HOA has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the TRENDS HOA has the right to refuse to process any Transaction (as defined in this Agreement) in respect of which such information is provided or to suspend or terminate your access to the members-only area. The TRENDS HOA will not be liable to you in any manner if any amendment made to your contact or practice information is not true, accurate, current and complete.

## **Transactions**

Any request that you make to the TRENDS HOA using the Website, including requests for change of contact or practice information, change of banking information, request for information or materials, or requests to register for a TRENDS HOA educational session (a "Transaction") shall be considered a request by you to the TRENDS HOA to take action to change such information, to provide such materials, or to register for an educational session. While the TRENDS HOA shall use reasonable efforts to process Transactions in a timely fashion, the TRENDS HOA may act, decide not to act or delay acting upon such requests in its sole discretion and will not incur any liability to you or to any third party by reason of acting, delaying in acting or failing to act in respect of any such request. The TRENDS HOA may request additional information or require verification of any Transaction requested before processing. The TRENDS HOA may keep records of all Transactions and instructions received (although it is not required to do so by law). You agree that any such records will be conclusive and binding on you in the absence of clear proof that the records are erroneous or incomplete. You agree that you are solely responsible for the accuracy and completeness of all information provided or selected in respect of any such Transaction to be entered through the Website and agree that the provision of inaccurate, false, misleading, incomplete or incorrect information may affect the scope of assistance otherwise available to you or your fees. You agree that the provision of a verification or transaction number is not indication that a transaction has been approved or completed. You agree that electronic or computer-generated records of your transactions within the Website shall be admissible in a court of law and you waive any defense you may otherwise have as to their admissibility.

## **Disclaimer of warranties**

The Website and the Content is provided "AS IS" and "AS AVAILABLE" without representation, warranty, condition or covenant of any kind, expressed or implied. While the TRENDS HOA tries to provide information that is correct, accurate, complete, current, reliable, and timely, the TRENDS HOA makes no representations, warranties, conditions, or covenants, express or implied, regarding the Website and the Content including, without limitation, no representation, warranty, condition, or covenant that (i) the Website or Content will always be correct, accurate, complete, current, reliable, or timely, (ii) that the operation of the Website will always be uninterrupted or error-free, (iii) that defects or errors in the Website or the Content, be it human or computer errors, will be corrected, (iv) that the Website will be free from viruses or harmful components, and (v) that communications to or from the Website will be secure and/or not intercepted. To the maximum extent permitted by law, the TRENDS HOA disclaims all representations, warranties, conditions, and covenants, express or implied, or arising by course of action.

## **Limitation of liability**

While the TRENDS HOA endeavors to provide accurate and current information on its website, in no event shall the TRENDS HOA, its officers, Council members, employees, agents, licensors, suppliers and their respective successors and assigns be liable for damages of any kind, including, without limitation,

any direct, special, indirect, punitive, incidental or consequential damages incurred in connection with your use, misuse or reliance upon the Website or Content, or your inability to use the Website, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if the TRENDS HOA knew of or ought to have known of the possibility of such damages.

You acknowledge and agree that your access to and use of the Website and the Content is entirely at your own risk and liability.

## **Copyright**

The Website and the Content are protected by copyright and other intellectual property laws and is owned by the TRENDS HOA and its licensors, or the party accredited as the provider of the Content. Except as granted in the limited license herein, any use of the Website or its Content, including modification, transmission, publication, distribution, republication, or other exploitation of the Website or of its Content, whether in whole or in part, is prohibited without the express prior written consent of the TRENDS HOA.

## **Limited license**

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, non-transferable and non-exclusive license to access, view and use the Website and the Content for your personal, non-commercial use. You are granted the right to download, store and/or print single copies of items comprising the Content for your personal, non-commercial use, provided that you maintain all copyright and other notices contained in such Content. You must also abide by any additional requirements governing the use of any specific Content that may be set out in the Website. In the event of a conflict between the terms of a license governing specific Content and this Agreement, the terms of the specific license shall govern.

## **Linking**

The Website may contain links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement by the TRENDS HOA of any third-party website or the content thereof. The TRENDS HOA does not operate any third-party website and is not responsible for the content of any third-party website, nor does it make any representation, warranty, condition, or covenant of any kind regarding any third-party website including, without limitation, any representation, warranty, condition, or covenant regarding (i) the legality, accuracy, reliability, completeness, timeliness or suitability of any content on such third-party websites, (ii) the merchantability and/or fitness for a particular purpose of any third-party websites or material, content, software, goods, or services located at or made available through such third-party websites, or (iii) that the operation of such third-party websites will be uninterrupted or error free, that defects or errors in such third-party websites will be corrected, or that such third-party websites will be free from viruses or other harmful components.

While the TRENDS HOA encourages links to the Website, it does not wish to be linked to or from any third-party website which contains, posts or transmits any unlawful or indecent information of any kind, including, without limitation (i) any content constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, provincial, national, international law or regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of the TRENDS HOA, or (ii) any website which contains, posts or transmits any material or information of any kind which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trade-mark or other proprietary rights. The TRENDS HOA reserves the right to prohibit or refuse to accept any link to the website, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the website upon the request of the TRENDS HOA.

## **Modification to the website**

TRENDS HOA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without written notice. You agree that the TRENDS HOA shall not be liable to you or any third party for any modifications, suspension or discontinuance of the Website or any part thereof.

## **Downtime**

You acknowledge that the Website and any part thereof may be periodically unavailable in order to allow for maintenance.

## **Unauthorized use**

Unauthorized attempts to defeat or circumvent security features, to use the TRENDS HOA system for other than intended purposes, to deny service to authorized users, to access, obtain, alter, damage, or destroy information, or otherwise to interfere with the system or its operation are not permitted. Evidence of such acts may also be disclosed to law enforcement authorities and result in criminal prosecution under the laws of Florida or such other jurisdictions as may apply.

## **Waiver**

Any consent by the TRENDS HOA to, or waiver of, a breach of this Agreement which you have committed, whether express or implied, shall not constitute a consent to, or waiver of, any other, different or subsequent breach.

## **Severability**

The invalidity or unenforceability of any provision of this Agreement or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of this Agreement.

## **Termination**

The TRENDS HOA may, in its sole discretion, terminate or suspend your right to use the Website, or any part of the Website, at any time without notice. In the event of such termination, or suspension, you are no longer authorized to access, view or use the Website, or the part of the Website affected by such termination or suspension. The restrictions imposed on you with respect to material downloaded from the Website, the disclaimers and the limitation of liability set forth in this Agreement, shall survive termination or suspension of this Agreement for any cause. The TRENDS HOA shall not be liable to you or any other party for such termination or suspension.

## **Entire agreement**

This Agreement, which includes a [Privacy Statement](#), is the entire Agreement between you and the TRENDS HOA relating to your access and use of the Website.

## **Governing law and jurisdiction**

The Website is operated by the TRENDS HOA from its offices within the state of Florida. You agree that all matters relating to your access or use of the Website and its Content shall be governed by the laws of the city of Boca Raton and the laws of Florida applicable therein, without regard to conflict of laws principles. You agree and hereby submit to the exclusive and preferential jurisdiction of the courts of the province of Ontario with respect to all matters relating to your access and use of the Website and the Content as well as any dispute that may arise therefrom.

## **Notice**

Questions or comments regarding the Website of a general information nature may be directed by e-mail to [trendsatbocaraton@gmail.com](mailto:trendsatbocaraton@gmail.com).

