

## Terms and Conditions

Last revised: October 29, 2012

PLEASE READ THE FOLLOWING **TERMS OF USE** RELATING TO YOUR USE OF THIS SITE (the "**Site**") AND THE SERVICES CAREFULLY. By accessing this Site or otherwise using the Site or the Service (defined below), you are deemed to have agreed to and accepted all the terms and conditions in these **Terms of Use**. You may print a copy of these Terms of Use using the print button or feature in your browser. We suggest retaining a copy for your future reference. Provider (defined below) and Licensee (defined below) reserve the right to modify these **Terms of Use** at any time without notice to you. You should check this **Terms of Use** periodically for changes. By using this Site after the posting of any changes to this **Terms of Use**, you agree to such changes, and acknowledge that you have reviewed them. If at any time you choose not to accept these **Terms of Use**, please do not access or otherwise use this Site or any Services available on the Site.

### Scope of These Terms of Use

These **Terms of Use** apply to your use of all of the Internet-based community portal and the services available on or through the Site (the "**Service**") which web sites are either owned or operated by ACM, its affiliates and licensees (collectively, "**Provider**"). Unless Provider indicates otherwise, all references to Provider in these **Terms of Use** include all such sites, services and entities. These **Terms of Use** do not apply to your use of unaffiliated sites to which the Site or the Service provides links.

You may not use automated systems (e.g., robots, spiders, etc.) to access the Site. You agree not to collect personally identifiable information of other users of the Site or to sell or otherwise exploit that information.

### Description of the Site and the Services

Your community home owners association ("**Licensee**") has engaged Provider to develop, maintain, host and support the Site for your community. The Site and Service may be accessed and used solely by the community and its residents that are registered users of the Site. Provider or Licensee may terminate, modify, or temporarily discontinue the Site and/or certain Services or any of the features or tools utilized in the Site and/or Service at any time. You agree that neither Provider nor Licensee will be liable for any termination, modification, or temporary discontinuance of the Services. The Site and the Services are provided on an "AS-IS" basis. Neither Provider nor Licensee assume responsibility for the timeliness, deletion, mis-delivery, failure to store, mis-direction or improper display of any user communication or settings.

In order to use the Site and receive the Services, users must obtain access to the Internet, either directly or through devices that access web-based content, and pay any third-party fees associated with such access. In addition, users must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device. Users are responsible for maintaining appropriate safeguards and security for their own equipment by utilizing means such as routers, current anti-virus software and updating operating system and browsers. The Site and related Services may not display properly or may be inaccessible if you are using equipment or software that is not compatible with the Site, the Service or the Service requirements.

## Registration Obligations

You agree to: (a) provide true, accurate, current, and complete information about yourself and other household members when registering to use the Site and Services ("**registration information**") and (b) maintain and promptly update the registration information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Provider or Licensee has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Provider or Licensee has the right to suspend or terminate your account and refuse any and all current or future use of the Site and/or Service. You are entirely responsible for maintaining the confidentiality of any passwords and the information stored on the Site or by the Service ("**Site Information**") and any usage and activities that occur in connection with use of the Site Information. You agree not to allow others to access your account or utilize your password.

## Restrictions on Use of Materials

All materials published on the Site, including but not limited to text, graphics, names, logos, service marks and trademarks, and information contained on any linked sites (collectively, the "**Content**") are the property of or controlled by Provider, Licensee or the third party provider of the Content. You must respect all proprietary rights of Provider, Licensee, and their third party providers in and to the Content, the Site, web site name, Service, and any other products or services available via the Site.

You may not modify copy, publish, display, transmit, adapt, or in any way exploit the Content. You may not publish, display, or commercially exploit any material from Provider, Licensee or other entities with an interest in the relevant intellectual property unless you request and receive prior written permission from Provider, Licensee or other entities with an interest in the intellectual property. To request permission, you may write to Sun City Festival Community Association, 26501 W. Desert Vista Blvd., Buckeye, AZ 85396. If permission is granted by Provider or Licensee or any other entities with an interest in the relevant intellectual property, you may not change or delete any author credit, trademark, legend or copyright notice. You must follow and observe all additional copyright notices or other restrictions contained on the Site.

## Links

These **Terms of Use** apply only to Provider and Licensee, and not to the sites of any other companies or organizations, including those to which the Site and/or a Service may link. Neither Provider nor Licensee is responsible for the availability of any other site to which the Site and/or a Service links. Provider and Licensee do not endorse or take responsibility for the content, advertising, products or other materials made available through any other site. Under no circumstances will Provider or Licensee be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods, or services available on any other site. You should direct any concerns to that site's administrator or webmaster.

## Member Conduct

You agree not to use the Site or the Services to:

1. Upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, intimidating, abusive, harassing, tortuous, defamatory, derogatory, vulgar, obscene, libelous, invasive of another's privacy, disrespectful, hateful, or racially, ethnically or otherwise objectionable;
2. Upload, post, e-mail or otherwise transmit any content that is harmful or objectionable to minors in any way;
3. Impersonate any person or entity, including, but not limited to, Provider, Licensee, an official, forum leader, Community Administrator, guide or host, or falsely state or otherwise misrepresent their affiliation with a person or entity;
4. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site or via the Service;
5. Upload, post, e-mail or otherwise transmit any content that Provider or Licensee does not have the right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. Upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
7. Upload, post, e-mail or otherwise transmit any material that contains software viruses or worms or any other computer code, files or programs designed to disable, interrupt, destroy, redirect, monitor another user's usage, limit or otherwise inhibit the functionality of any computer software or hardware or telecommunications equipment;
8. Disrupt the normal flow of dialogue or display of information, cause a screen to "scroll" faster than other users of the Site are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
9. Harvest screen names or e-mail addresses for any purpose.
10. Disparage the products or services of any company or individual.
11. Use racially or ethnically offensive language; discuss or incite illegal activity; use explicit/obscene language or solicit/post sexually explicit images.
12. Discussions of a political or religious nature are not appropriate for community-wide dissemination. Any such postings that appear will be deleted by the Community Association staff.
13. Interfere with or disrupt the Site, the Service or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
14. Intentionally or unintentionally violate any applicable local, state, national or international law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
15. "Stalk" or otherwise harass another; or
16. Collect, display or store personal data about other users, without such user's prior written consent.
17. Upload, post, e-mail, distribute, deliver or otherwise transmit any bulk or unsolicited or unauthorized commercial e-mail, advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
18. Any e-mail sent by you, or caused to be sent by you, to or through the Service or the Site may not:

- use or contain invalid or forged headers;
- use or contain invalid or non-existent domain names;
- employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path;
- use other means of deceptive addressing or routing;
- use a third party's internet domain name, or be relayed from or through a third party's equipment, without permission of the third party;
- contain false or misleading information in the subject line or otherwise contain false or misleading content.

You may not harvest, mine or collect e-mail addresses or other information from or through the Site or via the Services. We do not authorize the use of the Site to collect, compile or obtain any information about users of the Site, including but not limited to subscriber e-mail addresses, provided that other users may have access to information about you as noted in these **Terms of Use** and in the Privacy Policy.

You may not use the Site or any Service in a manner that could damage, disable, overburden or impair any aspect of the Site or any Services, or that could interfere with any other party's use and enjoyment of the Site or any Service.

If Provider or Licensee believes that unauthorized or improper use is being made of the Site or any Service, it may, but is under no obligation to, and without notice, take such action as Provider or Licensee, in its sole discretion, deems appropriate, including blocking messages from a particular Internet domain, mail server or IP address. Provider may, but is under no obligation to, remove, delete or inhibit delivery of offending messages.

Provider maintains the computer equipment that enables the provision of the Services in Arizona and unauthorized use of the Site or the Services will lead to use of equipment in Arizona and potentially other states. Unauthorized use of the Site or the Services in connection with the transmission of unsolicited e-mail, including the transmission of e-mail in violation of these **Terms of Use**, may result in civil and criminal penalties against the sender and those assisting the sender, including those provided by the Computer Fraud and Abuse Act (18 U.S.C. §1030, et seq.); the Arizona Revised Statutes (ARS §44-1372 et seq.); and other state and federal laws.

### **Interactive Forums and Groups**

An "**interactive forum**" means any group, club, message board, chat room, or similar interactive service appearing on the Site. You must register and comply with instructions that you will find on the Site in order to contribute to any interactive forum.

You may not post on any interactive forum any material that would violate the **Terms of Use** including without limitation material that is libelous, defamatory, obscene, abusive, invades a person's privacy, violates any intellectual property rights, or that would otherwise violate any law. You may not use any forum in a commercial manner. You may not post material known or reasonably suspected to be false. You may not post or transmit any information, software or other material that contains a virus or other harmful component. Given that it is an historical Del Webb best practice to refrain from officially sanctioning any political or religious activities in any Del Webb community, the decision has been made to disallow the posting of any political or religious commentary on the

community's web site, including the message board. Discussions of a political or religious nature are acceptable in a private setting, but not appropriate for community-wide dissemination. Any such postings that appear will be deleted by the Community Association staff.

Neither Pulte, Provider nor Licensee shall be responsible for material appearing in any interactive forum on the Site, except for material signed by an identified representative of Provider or Licensee acting within the scope of their responsibilities. Neither Provider nor Licensee shall be responsible for screening material posted by users for libel, obscenity, invasion of privacy, copyright or trademark infringement, accuracy, or for any other reason. Provider and Licensee, however, retain the right to modify or remove messages or other material that either, in its sole discretion, consider infringing, offensive, abusive, derogatory, intimidating, disrespectful, false and misleading, defamatory, obscene, or otherwise unacceptable. Provider and Licensee also reserve the right to edit materials, photos, posting or other content for any other reason.

Whether or not modified or removed, users remain solely responsible for the content of their messages or postings. By posting on the Site, you (a) represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any content submitted or posted at the site, and (b) grant (or warrant that the owner of such rights has expressly granted) Licensee a perpetual, nonexclusive, world-wide, royalty free license to use and display your content, questions, comments, and postings, in their original or edited form, in articles, commentaries, or in any other medium now known or later developed. You also warrant that any "moral rights" in posted materials have been waived. You acknowledge that neither you nor anyone else is entitled to any compensation for such use or display.

### **Accuracy and Integrity of Information**

Although Provider and Licensee attempt to ensure the integrity and accurateness of the Site, they make no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Provider or Licensee so that it can be corrected. Information contained on the Site may be changed or updated without notice. Additionally, Provider and Licensee shall have no responsibility or liability for information or content posted to the Site from any third party.

### **No Resale of Service**

You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Site and/or the Service, any content displayed on the Site, the use of the Site or Service, or access to the Site or the Service.

### **Dealings with Advertisers**

The business dealings that you conduct with advertisers or other users including promotions, payments, warranties and other terms and conditions are solely between you and the advertiser or user. You agree that neither Provider nor Licensee is responsible or liable for any loss or damage of any type of dealing with such persons.

## Termination

Provider or Licensee may terminate, at its discretion, the registration of any user who violates any of these **Terms of Use**. Upon any such termination all rights to access the Site and the Service shall be terminated and your account will be deactivated.

## Copyright Complaints

Provider and Licensee respect the intellectual property rights of others and require that the people who use the Site and Services do the same. In appropriate circumstances, Provider or Licensee will terminate the registration of any user who is responsible for repeat acts of copyright infringement. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Provider's designated copyright agent. If you believe that materials posted to the Site have been copied in any way that constitutes copyright infringement, please provide the information requested below. Please note that this procedure is exclusively for notifying Provider that copyrighted materials have been infringed. Accordingly, all other inquiries will not receive a response. When providing notice, please provide the following information:

- An electronic or physical signature of the person authorized to act on behalf of the copyrighted work that you believe is being infringed;
- A description of the copyrighted work you claim has been infringed;
- A description of where the allegedly infringed work is located on the Site;
- Your name, address, and e-mail address;
- A statement by you about why you believe in good faith that the use of the copyrighted material is not authorized by the copyright owner, its agent, or by law.
- The designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act of 1998 is Sun City Festival Community Association, 26501 W. Desert Vista Blvd., Buckeye, AZ 85396.

## Passwords

In order to use the Site and/or any Service, you must establish a password. Passwords are not issued by Provider or Licensee. You may not transfer the password to any third party, and you may not permit anyone other than you to access or use the Site or any Service by using your password. You may not utilize the password of another user. You are solely responsible for maintaining the privacy and confidentiality of your password and registration information. You agree to notify Provider if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your password, whether or not you are the individual who undertakes such activities. At such time as you are no longer a resident in the community, you are no longer authorized to use the Site or the Services. In such event you agree to inform Licensee and Provider and you agree that you will no longer use the Site of the Services. Provider or Licensee will disable your password at such time as you are no longer a resident of the community.

## Disclaimers

PROVIDER AND LICENSEE, EACH FOR ITSELF AND EACH OF ITS AFFILIATES AND LICENSORS, MAKE NO REPRESENTATIONS, WARRANTIES, COVENANTS OR GUARANTEES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF (1) ANY INFORMATION OR MATERIAL CONTAINED ON THE SERVICE, INCLUDING WITHOUT LIMITATION, THE MATERIALS AND THE MESSAGE BOARD OR INTERACTIVE FORUM INFORMATION, (2) ANY THIRD PARTY SITE OR INFORMATION ACCESSED THROUGH THE PROVIDER OR LICENSEE SITES, OR (3) ANY THIRD PARTY INFORMATION, PRODUCTS OR SERVICES APPEARING ON THE SERVICE. UNLESS OTHERWISE EXPLICITLY STATED, THE SERVICE AND ANY INFORMATION OR MATERIAL CONTAINED ON THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR PERSONAL USE ONLY. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED.

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Neither Provider nor Licensee warrants or represents that content available on the Service is suitable for children under 18 and, therefore, Provider AND Licensee strongly recommend that you monitor your child's use of the Service and the site.

### **Limitation of Liability**

NEITHER PROVIDER, LICENSEE, NOR ANY OF THEIR LICENSORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, INABILITY TO GAIN ACCESS TO OR USE THE SERVICE, LOSS OF DATA, INCOME OR PROFITS), REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU BY PROVIDER, LICENSEE, OR ANY OF ITS AFFILIATED COMPANIES OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SUPPLIERS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR

OTHERWISE) EXCEED THE AMOUNT PAID BY YOU TO PROVIDER, IF ANY, FOR ACCESSING THE SERVICE.

THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES REGARDING YOUR USE OF THE SERVICE.

### **Indemnity**

You agree to defend, indemnify and hold harmless Provider, Licensee, and their respective licensors, representatives, officers, directors, and employees from all liabilities, claims, costs, and expenses, including attorneys fees, that arise with your unauthorized or improper use of the Site or the Services, your posting, downloading or transmission of all communications or material on this Site or from your violation of applicable law.

### **No Personal Advice**

The information contained in or made available through the Site (including but not limited to information contained on message boards, in text files, or in chats) cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical, or legal matters. Neither Provider, Licensee nor any of their affiliated companies nor any of their respective licensors or suppliers make any representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the Site. Neither Provider, Licensee nor any of their respective affiliates, will have any liable whatsoever in connection with any such information contained or made available through the Site, including without limitation any damages for your reliance on or use of any such information.

### **Parental Permission**

The Site and Services are not directed at children and are not intended for use by children. Use and registration at this Site by children under the age of 13 is prohibited. Provider and Licensee require users 13 or over and under the age of 18 to obtain the consent of a parent or guardian prior to using the Site or to create an account and access password protected areas of the Site. You agree to abide by any such restrictions, and not to help anyone violate these restrictions. A copy of the form can be obtained by writing to Sun City Festival Community Association, 26501 W. Desert Vista Blvd., Buckeye, AZ 85396. Once signed, the Parental Consent shall signify your consent that your children may use the Site and the Service. You further acknowledge that children who register as users of the Site and Service or who use your account to access the Site and/or Service may from time to time be required to provide personal information in connection with using the Site and/or a Service, and you hereby consent to the requesting and the using of such personal information from your child or children as set forth in the Privacy Policy. If at any time you wish to withdraw such consent, please notify us at 26501 W. Desert Vista Blvd., Buckeye, AZ 85396. Neither Provider nor Licensee warrants or represents that content available on the Site or the Service is suitable for



children under 18 and, therefore, Provider and Licensee strongly recommend that you monitor your child's use of the Site and the Service.

### **Proprietary Rights**

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### **Privacy Policy**

Provider and Licensee are committed to protecting your privacy and security and have explained in detail the steps taken to do so. Please read the Privacy Policy for more information on how we collect and use user information.

### **Governing Law; Jurisdiction of Disputes**

These terms will be governed by and construed in accordance with the State of Arizona, United States of America, where the Provider offices are located. Accordingly, the laws of the State of Arizona, USA, will be used exclusively to construe, govern, and enforce these terms, excluding all conflict of laws rules. Except as provided in the Injunctive Relief section, any action related to or arising out of these terms will be filed only in the Arizona State Courts or in Federal Courts in the northern district of Arizona and you consent to the jurisdiction of said courts.

### **Injunctive Relief**

In the event you breach or threaten breach of these **Terms of Use**, you acknowledge and agree that Provider and/or Licensee will be greatly and irreparably damaged and the damage will be difficult to quantify. Therefore, Provider and/or Licensee may apply to any court of competent jurisdiction in the United States or any other jurisdiction accepting jurisdiction under this specific provision, who, regardless of the Governing Law provision, will apply the laws of its own jurisdiction in determining whether Provider will be granted injunctive or other equitable relief to stop your breach or your threat of breach,

without impairing, invalidating, negating or voiding Provider's rights to relief in either law or equity.

### **Monitoring**

Neither Provider nor Licensee has any obligation to monitor the Site or your activities on the Site. However, you acknowledge and agree that Provider and Licensee have the right to monitor the Site electronically from time to time and to disclose any information, including your personal information, as necessary or appropriate to satisfy any law, regulation or other governmental request, or to protect itself or Service users. Neither Provider nor Licensee will knowingly and intentionally monitor or disclose private electronic-mail message unless required by law. You acknowledge that Provider and/or Licensee will report to law enforcement authorities any actions that may be considered illegal, as well as any reports it receives of such conduct. When requested, Provider and Licensee will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet.

### **Miscellaneous**

If any of these **Terms of Use** is found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining **Terms of Use**, and will not affect the validity and enforceability of the remaining provisions. This is the entire agreement relating to the subject matter it contains. This agreement may be modified only by posting of changes to these **Terms of Use**, or by a writing signed by you. Failure to enforce any portion of these **Terms of Use** in any instance does not amount to a waiver of the right to enforce such portion in the future. Any inquiries concerning these **Terms of Use** should be directed to Sun City Festival Community Association, 26501 W. Desert Vista Blvd., Buckeye, AZ 85396.