

Terms of Use Agreement

1. **READ THIS:** This Terms of Use Agreement (Agreement) is made by and between AAM, LLC [hereinafter "AAM"], an Arizona limited liability company, with offices at 1600 West Broadway, Suite 200, Tempe, AZ 85282, and you the user (you, your or User).

This Agreement contains the complete terms and conditions that govern the use of the AAM BoardVue website(s) and the AAM All Access application (collectively and individually, the "Technology"). BY CLICKING THE "I AGREE" BUTTON BELOW OR BY ACCESSING, VISITING, BROWSING, USING OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THE TECHNOLOGY, OR OTHER AAM SOFTWARE, SERVICES, WEBSITES OR CONTENT (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 TECHNOLOGY. AAM RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT AAM'S DISCRETION. CONTINUED USE OF ANY PART OF THE TECHNOLOGY CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO <http://www.associatedasset.com/hoa-services/community-association-services/boardvue/>.

2. **ACCESS TO THE TECHNOLOGY.** To access this Technology, Technology resources, links or other content, you may be asked to provide certain registration details or other information. It is a condition of your use of this Technology that all the information you provide will be correct, current, and complete. If AAM believes the information you provide is not correct, current, or complete, AAM has the right to deny access to this Technology, or to any of its resources, and to terminate or suspend your access at any time.

3. **APPLICABLE USE OF TECHNOLOGY.** You may use this Technology for purposes expressly permitted by this Technology. As a condition of your use of the Technology, you warrant to AAM that you will not use the Technology for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Use of this Technology for reverse engineering or for purposes competitive to those of AAM's customers and/or AAM is strictly prohibited.

4. **NO CO-BRANDING OR FRAMING.** You may not use or authorize any party to co-brand, or frame any AAM Technology without the express prior written permission of an authorized representative of AAM. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Technology or content accessible within this Technology. For purposes of these Terms of Use, "framing" refers to displaying any AAM webpage or Technology content within a bordered area of another website or application ("app"), regardless of whether the address of the originating AAM website or Technology is visible. Furthermore, you agree to cease any unauthorized co-branding or framing immediately, upon notice from AAM.

5. **NO UNLAWFUL ACCESS.** In addition, you agree that you will not use AAM's Technology in any manner that could in any way disable, overburden, damage, or impair the Technology or otherwise interfere with any other party's use and enjoyment of the Technology. 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 Technology. You further agree that you will not share your login information or password with any third parties. Each user of AAM's Technology must possess their own individual user id and password, and only access by authorized users who have been issued a user id and password by AAM are permitted to access the Technology.

6. USE LIMITATION. AAM's Technology is to be used for the management and administration of homeowner's association business, unless otherwise specified. You may not use any AAM sit for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of AAM. 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 AAM's Technology.

7. PROPRIETARY INFORMATION. All content found on the AAM Technology (the "Content") is considered the copyrighted and trademarked intellectual property of AAM, or of the party that created and/or licensed the Content to AAM. No rights or title to any of the works contained on any AAM Technology shall be considered transferred or assigned to the User. You agree that you will not copy, distribute, republish, modify, create derivative works from, or otherwise use the Content in any way, without the prior written consent of AAM, except that you may print out and/or save a copy of the Content for personal use.

8. SUBMISSIONS. The Technology is designed to be used as a collaborative platform to manage the business operations of homeowners' associations. Documents intended to be submitted to the Technology include announcements, calendar entries, documents, correspondence, notes, records, task lists, and reports. You hereby grant to the homeowners' association to which account the documents are submitted a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated by you through this Technology (hereinafter, the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. You agree that your homeowners' association will not be bound to treat any Submission as confidential, and may use any Submission in its business without incurring any liability for royalties or any other consideration of any kind. Your Submission is subject to AAM's Privacy Policy.

9. HYPERLINKING. The Technology may be hyperlinked to and by other websites or apps which are not maintained by, or related to, AAM. Hyperlinks to such sites or apps are provided as a service to users and are not sponsored by, endorsed or otherwise affiliated with this Technology or AAM. AAM has not reviewed any or all of such sites or apps and is not responsible for the content of any linking sites or apps, and any links made directly from the Technology to another web page or app should be accessed at the User's own risk. AAM makes no representations or warranties about the content, completeness, quality or accuracy of any such website or app.

10. USE OF COMMUNICATION SERVICES. AAM's Technology may contain forums, bulletin board services, chat areas, message boards, news feeds, news groups, communities, personal web pages, calendars, and/or other message or communication facilities designed to allow you to communicate with other members, community managers or board members of your homeowners' association or with another group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and content that are considered proper and related to the particular Communication Service. Among other actions, when using a Communication Service, you agree that you will not post, send, submit, publish, or transmit in connection with this Technology, or cause to be posted, sent, submitted, published or transmitted, any material that:

(i) 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);

(ii) advocates illegal activity, discusses an intent to commit an illegal act or violates any law;

(iii) is vulgar, obscene, pornographic, or indecent;

(iv) threatens or abuses others; (v) is libelous or defamatory towards others;

(vi) is racist, abusive, harassing, threatening or offensive;

(vii) seeks to exploit or harm children by exposing them to inappropriate content, or asking for personally identifiable details or information;

(viii) harvests or otherwise collects information about others, including e-mail addresses, without their consent;

(ix) 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;

(x) 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);

(xi) 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 Technology;

(xii) solicits funds, advertisers or sponsors for any purpose;

(xiii) 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;

(xiv) 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 Technology;

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

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

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

You acknowledge that any materials uploaded to the Communication Service 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 AAM nor any third party that provides Content to AAM will assume or have any liability for any action made by AAM or such third party with respect to any submission.

11. RIGHT TO TERMINATE ACCESS. AAM reserves the right to monitor use of this Technology to determine compliance with these Terms of Use, 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. AAM reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

12. DISCLOSURE UNDER LAW. AAM reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

13. PERSONALLY IDENTIFIABLE INFORMATION. AAM 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, AAM agrees that it will treat any personally identifying information that you submit through this Technology in accordance with the terms outlined in its Privacy Policy at <http://www.associatedasset.com/hoa-services/community-association-services/boardvue/>.

14. DISCLAIMER & LIMITATIONS ON LIABILITY. You understand that AAM cannot and does not guarantee or warrant that files available for downloading from the AAM Technology 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 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 the Technology. AAM further disclaims any responsibility to ensure that the Content located on its Technology is necessarily complete and up-to-date.

YOUR USE OF THIS TECHNOLOGY IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. AAM DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. AAM DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON ANY AAM TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS TECHNOLOGY OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AAM 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 AAM 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 TECHNOLOGY OR ITS CONTENT. AAM MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

AAM, 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 AAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF AAM 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 AAM FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.

15. INDEMNITY. You agree to indemnify and hold AAM, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the Indemnified Parties) harmless from any breach of these Terms of Use by you, including any use of Content other than as expressly authorized in these Terms of Use. 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 Technology.

16. TRADEMARKS AND COPYRIGHTS. Trademarks, service marks, logos, and copyrighted works (hereinafter, "intellectual property") appearing on the Technology are the property of AAM or the party that provided the intellectual property to AAM. AAM and any party that provides intellectual property to AAM retain all rights with respect to any of their respective intellectual property appearing in this Technology. All contents of AAM's Technology are: Copyright © 2017 AAM, LLC. All rights reserved.

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

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

- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Technology, including if available the current website address;

- Your address, telephone number, and e-mail address;
- 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;
- 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.

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

Copyright Agent:
 AAM, LLC
 Attn: Copyright Agent,
 1600 West Broadway
 Suite 200
 Tempe, AZ 85282
 phone: 602.957.9191
 fax: 602.957.8802
 e-mail: copyright@associatedasset.com

18. SECURITY. Any passwords used for this Technology are for individual use only and only for individuals authorized by AAM to use the Technology. You will be responsible for the security of your password(s). From time to time, AAM may require that you change your password. You are prohibited from using any services or facilities provided in connection with this Technology 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, AAM reserves the right to release your account details to system administrators at other websites or apps and/or the authorities in order to assist them in resolving security incidents. AAM reserves the right to investigate suspected violations of these Terms of Use. AAM reserves the right to fully cooperate with any law enforcement authorities or court order requesting or direction AAM 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 Terms of Use.

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

19. MISCELLANEOUS. These Terms of Use will be governed and interpreted pursuant to the laws of Arizona, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Arizona in connection with any dispute between you and AAM arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use will be in the state and federal courts in Phoenix, Arizona.

If any part of these Terms of Use 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 AAM as a result of this agreement or use of AAM's Technology. These Terms of Use 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 AAM with respect to AAM's Technology. Notwithstanding the foregoing, any additional terms and conditions on this Technology will govern the items to which they pertain. AAM may revise these Terms of Use at any time by updating this posting.