

CAMELOT WOODS WEBSITE TERMS AND CONDITIONS

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Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

You must be at least 18 years of age to use this website. By using this website you are agreeing to these terms and conditions and you warrant and represent that you are at least 18 years of age.

By requesting access to this website in form of providing your Name, Camelot address and Mailbox number you are agreeing to the terms and conditions in this document.

License to use website

Unless otherwise stated, Lancelot Homeowner's Association (HOA) owns the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from private sections (those requiring a password for entry) to the public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content not requiring a password for access.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without the HOA's express written consent.

Restricted access

Access to certain areas of this website is restricted to Camelot Woods approved residents only.

If the HOA provides you with access to restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

The HOA may disable your user ID and password without notice or explanation.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or the HOA or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

The HOA reserves the right to edit or remove any material submitted to this website, or stored on its servers, or hosted or published upon this website.

Notwithstanding the rights under these terms and conditions in relation to user content, the HOA does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No warranties

This website is provided “as is” without any representations or warranties, express or implied. The HOA makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, The HOA does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Limitations of liability

The HOA will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit the HOA’s liability in respect of any:

- death or personal injury caused by the HOA’s negligence;
- fraud or fraudulent misrepresentation on the part of the HOA: or
- matter which it would be illegal or unlawful for the HOA to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, The HOA has an interest in limiting the personal liability of its officers and agents. You agree that you will not bring any claim personally against the HOA officers or agents in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph,] you agree that the limitations of warranties and liability set out in this website disclaimer will protect the HOA officers, agents, and sub-contractors.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify the HOA and undertake to keep the HOA indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid to a third party in settlement of a claim or dispute.

Variation

The HOA may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and the HOA in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.