

Terms of Service Agreement

Welcome to the Muirfield Association, Inc. (the “Association”) Website (the “Website”). If you continue to browse, access, and use the Website, you are agreeing to comply with and be bound by the following terms and conditions of use, which govern our relationship with you in relation to this Website (the “Agreement”). The Website may be used only by persons who have accepted the terms of this Agreement, which persons, including you, are referred to as the “User”. If User does not intend to accept this Agreement, User is prohibited from using this Website in any manner.

Privacy

We are committed to keeping your personal information private. Except to the extent the Association is required to do so by its governing documents, Federal or state law, a government entity or agency, or court order, the Association will not sell, distribute, or share any personal information you provide. Any personal information we possess will be used for the sole purpose of administering the relationship between the User, and the Association.

The Association is committed to protecting User privacy and developing technology that gives User the most powerful and safe online experience. This Statement of Privacy applies to the Website and governs data collection and usage. Website use implies consent to the data practices described below.

Personal Information Collection

Website use authorizes the Association to collect personally identifiable information, such as email addresses, names, home or work addresses, and telephone numbers of User. The Association may also collect anonymous, not unique, User demographic information.

Information regarding computer hardware and software will be automatically collected by the Association. This information includes, but is not limited to, IP addresses, browser types, domain names, access times, and referring website addresses. This information may be used by the Association for Website operation, to maintain Website quality, and to provide general statistics regarding Website use.

If User directly discloses personally identifiable information or personally sensitive data through the Website directory, this information may be collected and used by others users. You grant permission to the Association to public and disclose the information that you upload to the Association’s directory, which may include names, addresses, telephone numbers and email addresses. This authorization expires when you no longer own or reside within Muirfield Village. Once the Association is aware that you have sold or moved, my information will be removed

from the directory within a reasonable time. You may remove any information that you post to the directory at any time.

Personal Information Use

The Association may collect and use personal information to operate the Website and deliver requested services. User's personally identifiable information may also be used by the Association to inform User of other Association information or services available. The Association may also contact User via surveys to conduct research regarding User's opinion(s) of current Website services or of potentially new Website services that may be offered.

The Association will not sell, rent, or lease User information to third parties. The Association may share data with trusted third parties to help in statistical analysis and may send Users an email(s) or postal mailing(s), provide customer support, or arrange for deliveries. All such third parties are prohibited from using personal information, except to provide these services to the Association, and the third parties must maintain personal information confidentiality.

Except as otherwise provided, the Association will not use or disclose User's sensitive, personal information, such as race, religion, or political affiliations, without User's explicit, implied consent.

The Association may keep track of third party websites and pages that User visits through a Website link, in order to determine the most popular Association services. This data is used to deliver customized content and advertising within the Website to User whose behavior indicates that they are interested in a particular subject area.

The Association may disclose personal User information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform with Federal or state law or comply with legal process served on the Association or the Website; (b) protect and defend the Association's rights and/or property; and, (c) act under exigent circumstances to protect the personal safety of Website users or the public.

Cookie Use

The Website uses "cookies" to help personalize User's online experience. User may accept or decline cookies. Most web browsers automatically accept cookies, but may be modified to decline cookies if preferred. If cookies are declined, the full interactive features of the Website may be inaccessible.

Personal Information Security

The Association will secure personal User information from unauthorized access, use, or disclosure and will secure the personally identifiable information provided on computer servers in a controlled, secure environment, protected from unauthorized access, use, or disclosure. When personal information, such as a credit card number, bank account, or routing number, is transmitted to third party websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

Changes to this Agreement

The Association reserves the right to revise this Agreement at any time. Registered users of the website will be given the opportunity to “accept” the changes to this Agreement or discontinue their access to the Website. Any changes to these terms will be included in a revised version of this Agreement accessible through the Website. If User is unregistered, your continued use of the Website and related services following posting of any changes to this Agreement constitutes your acceptance and agreement to be bound by the changed terms. You are prohibited from accessing the Website and must cease using the Website if you do not agree to be bound by this Agreement or any revised terms and conditions.

The Association may, in its sole discretion and at any time, discontinue this Website, or any part thereof, with or without notice. You agree that you do not have any rights, property, use, or otherwise, in this Website and that the Association has no liability to you if this Website is discontinued or your ability to access this Website is terminated.

Intellectual Property

You agree that you will not take any actions inconsistent with Association’s ownership of the Website and its content. This Website contains information and content supplied by the Association, which is the Association’s intellectual property and is proprietary information. The Website’s design and features and the Website content, including but not limited to software, photographs, audio, video, images, graphics, text, data, documents, and other material may be supplied by the Website’s designer, host, publisher, webmaster, or other third party, and all said content or materials is/are protected under copyright, trademark, patent and other intellectual property laws. Reproduction of any portion of the Website is prohibited other than with Association’s and/or the copyright holder’s express, written permission, and in accordance with the notice requirements pursuant to the Digital Millennium Copyright Act, which forms part of these terms and conditions. Except for your personal, internal, and non-commercial use, nothing found on the Website may be copied, reproduced, republished, distributed, sold, licensed, transferred, or modified without the express written permission of the Association.

Electronic Communication

Your use of this Website constitutes your consent to the receipt of electronic communications from the Association. The Association will communicate with you by email or by posting notices on this Website related to notices regarding this Website. You

agree that all notices, disclosures, and other communications the Association provides to you electronically satisfy any legal requirement that such communications be in writing. The Association is not liable for any error in transmissions, including any failed attempt on your part to communicate with the Association.

Termination

User's permission to use this Website will automatically terminate in the event that User violates this Agreement. All provisions of this Agreement, other than the permission to use this Website, survive termination. Unauthorized use of this Website may give rise to a claim for damages, injunctive relief, or be a criminal offense.

The Association may suspend or terminate your account or cease providing you with all or part of the Website at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated this Agreement, (ii) you create risk or possible legal exposure for the Association or its Directors, officers, managing agent, unit owners, residents, or guests; (iii) our provision of the Website to you is no longer viable, or (iii) the Association chooses in its sole and complete discretion to terminate your access to the Website.

Disclaimer

The content of the pages of this Website is for your general information and use only. It is subject to change without notice. Neither the Association nor any third party provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and the Association is not liable for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on this Website is entirely at your own risk, for which the Association is not liable. It is your own responsibility to ensure that any information made available through this Website meets your specific requirements.

From time to time, this Website may also include links to other Websites. These links are provided for your convenience to provide further information. The Association makes no representations as to the accuracy or any other aspect of information contained in our Website or any linked websites. In no event will the Association, its related users, officers, directors, managing agent, owners, contractors, or employees be liable to you or anyone else for any decision made or action taken in reliance on the information in this Website or for any consequential, special, or similar damages, even if advised of the possibility of such damages. Always exercise proper care by consulting with appropriate professionals. The contents of the Website do not constitute advice or real property disclosures and must not be relied upon in making or refraining from making any decision.

The Association does not warrant or guarantee that its Website, servers, or emails sent by or on behalf of the Association are free of viruses, worms, or other harmful components,

and Association has no liability or responsibility if any such harmful components infect the User's software or hardware apparatus. Further, the Association does not guarantee the continuous, uninterrupted and error-free operation of its Website, or that all communications between you and the Association or between you and any other user of the Website, will be secure from access or interference by third parties.

Prohibited Uses

Unless you obtain the Association's express, written permission, you may not engage in:

- Creating a link to this Website from another website or document.
- Copying/duplicating any content or images found on this Website except for your personal, internal, and non-commercial use.
- Distribution or sharing of passwords or access.
- Attempting to impersonate any person associated with the Association.
- Any activity which adversely affects the ability of others to use this Website as it is intended.
- Using the email system to send unsolicited emails.
- Utilizing user contact information for any use other than non-commercial related business.

Passwords

Depending on your status and relationship with the Association as an owner, occupant, resident, director, managing agent, attorney, or contractor, you may be assigned an account and password in order to access certain areas of this website. Access to these areas is restricted by the Association in its sole discretion. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to immediately notify the Association of any unauthorized use of your password or account or any other breach of security. The Association cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

Association may establish policies and procedures for providing access to secured portions of the Website. Without limiting the foregoing, once a User ceases to own or occupy a lot at Muirfield Village, the User's password and account will be eliminated from the Website. Owners and occupants will be assigned separate accounts and passwords to access certain areas of this Website.

User Submissions

Any information, data, text, photos, or content submitted for posting on this Website will be considered non-confidential and non-proprietary and you warrant and represent that your submitted item is your own original work, that you alone own copyright, that it is an authentic and accurate depiction of the subject matter presented and that no other party has any right, title, claim or interest, and you authorize the Association to utilize and

reproduce same on Website. The Association and its designees will be free to copy, disclose, distribute, reproduce, incorporate, and otherwise use your submission.

Warranties

We provide our Website using a commercially reasonable level of skill and care. Other than as expressly set out in these terms or additional terms, the Association does not make any specific promises or warranties about the Website or services available. The Association does not make any commitments about the Website's content, function, reliability, availability, or ability to meet your needs. The Association provides the Website in an "as is" format. To the extent permitted by law, we exclude and disclaim all warranties.

Limitation of Liability

To the maximum extent permitted by applicable law, the Association is not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, good-will, or other intangible losses, resulting from (i) User's access to, use of, or inability to access or use the Website; (ii) any conduct or content of any third party on the Website, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties; (iii) any content obtained from the Website; or (iv) unauthorized access, use, or alteration of your transmissions or content on the Website. In no event will the Association's aggregate liability entities exceed one hundred U.S. Dollars (U.S. \$100.00). These limitations apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence), or otherwise.

Indemnification

To the fullest extent provided for by law, User will indemnify, hold harmless, and defend the Association, its Directors and officers, the Association's representative(s), and its owners, and all of their heirs and assigns, against all liabilities, claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and court costs, that may arise out of, relate to, or be caused by any act or omission of User, in the performance of the Website's use or violating any part of this Agreement.

General Terms

Governing Law

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws of the State of Ohio, County of Franklin, which will be the required legal forum to litigate any such dispute.

Severability

The Association's failure to enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision. In the event that any provision of this Agreement is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of this Agreement will remain in full force and effect.

Statute of Limitations

User agrees 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 Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

Entire Agreement

These terms and conditions, together with any documents expressly referred to in them, contain the entire Agreement between the Association and User relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral, between the Association and User in relation to such matters. No oral explanation or oral information given by any party will alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you will have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

Terms and Construction

The section headings contained in this Agreement are for convenience only and do not define, limit, or construe the contents of such sections. This Agreement will be construed according to the fair meaning of the language used and not strictly construed in favor or against either party. The failure of any party hereto to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option or right conferred, on any one or more instances, will not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same will be and remain in full force in effect.

Notices to Association

Should you have any questions, request for permission, or have reason to notify the Association, please contact us.

Effective Date: February 1, 2016