

IREM Chapter 16 WEB SITE

TERMS, CONDITIONS AND DISCLAIMERS

PLEASE READ THIS USER AGREEMENT (“agreement,” “this agreement,” or “terms.”) CAREFULLY BEFORE USING THE WEB SITE. BY ACCESSING THE WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS INCLUDING IREM CHAPTER 16 PRIVACY STATEMENT, YOU SHOULD NOT ACCESS OR USE THE WEB SITE.

IREM Chapter 16 presents the information on this web site as a service to our members and other Internet users. While some of the information on this site is about legal issues, it is not legal advice. Moreover, due to the rapidly changing nature of the law and our reliance on information provided by outside sources, we make no warranty or guarantee concerning the accuracy or reliability of the content at this site or other sites to which we link. Any unauthorized downloading and distribution of any copyrighted material from this site or sites to which we link, without the copyright owner's permission, is strictly prohibited.

1. Online Privacy Statement

Please review our {insert link to privacy statement here}, which is part of this user agreement and describes how we handle any personally identifying information about IREM CHAPTER 16 web site users, including information you voluntarily submit to the IREM CHAPTER 16 web site or that we automatically collect. By providing such information, you hereby acknowledge and agree to IREM CHAPTER 16's treatment of such information as described in the Online Privacy Statement.

2. Eligibility.

You must be 18 years of age or older, or the age of majority as that is defined in your jurisdiction, whichever is older, to visit or use IREM Chapter 16online.org in any manner. By visiting IREM Chapter 16online.org or accepting these Terms, You represent and warrant to IREM Chapter 16online.org that You have reached the age of majority in your jurisdiction, and that You have the right, authority and capacity to agree to and abide by these Terms. You also represent and warrant to IREM Chapter 16online.org that You will use IREM Chapter 16online.org in a manner consistent with any and all applicable laws and regulations.

3. Use of IREM Chapter 16online.org Content.

IREM Chapter 16online.org authorizes You to view and access a single copy of the content available on or from IREM Chapter 16online.org solely for your personal use. The contents of IREM Chapter 16online.org, and of all other Web sites under IREM Chapter 16online.org's

control, whether partial or otherwise (IREM Chapter 16online.org and such other Web sites are sometimes collectively referred to as "IREM Chapter 16online.org Sites") such as text, graphics, images, logos, button icons, software and other IREM Chapter 16online.org content (collectively, "IREM Chapter 16online.org Content"), are protected under both United States and foreign copyright, trademark and other laws. All IREM Chapter 16online.org Content is the property of [Company] or its content suppliers or clients.

You further agree to in no other way misuse IREM Chapter 16online.org Content that appears on this Site, other than those specifically permitted herein or by written agreement with IREM Chapter 16online.org. Unless specifically permitted herein or in writing by IREM Chapter 16online.org, the use of the IREM Chapter 16online.org Content on any other Web site or in a networked computer environment for any purpose is prohibited.

4. Ownership Rights

IREM Chapter 16online.org's Ownership Rights. IREM Chapter 16online.org and its licensors own all right, title and interest, including without limitation all worldwide intellectual property rights in the IREM Chapter 16online.org Products and Services, and all such rights to all derivative works or enhancements of, in and to, or relating to, the IREM Chapter 16online.org Products and Services. By entering into this Agreement or by using IREM Chapter 16online.org, You will not acquire any intellectual property or similar rights in the IREM Chapter 16online.org Products or Services other than a limited right to use the Products or Services for Your personal benefit.

5. IREM Chapter 16online.org Site Restrictions.

You may not use any IREM Chapter 16online.org Site in order to transmit, post, distribute, store or destroy material, including without limitation, IREM Chapter 16online.org Content, (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

You agree that you will not use the IREM Chapter 16online.org site in any manner that could damage, disable, overburden, or impair the IREM Chapter 16online.org site or interfere with any other party's use and enjoyment of the IREM Chapter 16online.org site. You may not obtain, use or access, or attempt to obtain, use or access, any materials or information through any means not intentionally made publicly available or provided for through the IREM Chapter 16online.org site.

6. Links to Content and Other Sites.

IREM Chapter 16online.org and certain other IREM Chapter 16online.org Sites contain links to third party web sites and content that may be of interest to you. These links are provided solely as a convenience to you and not as an endorsement by IREM Chapter 16online.org of the contents on such third-party web sites. IREM Chapter 16online.org is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party web sites. If you decide to access linked third-party Web sites, you do

so at your own risk. We are not responsible for and have no control over these other sites or their content. Remember that when you link to another site, that other site is governed by its own user agreement and privacy statement, which you should be sure to read.

IREM Chapter 16online.org and certain other IREM Chapter 16online.org Sites contain links to social media sites, including but not limited to testimonials. These links are provided solely as a convenience to You and not as an endorsement by IREM Chapter 16online.org of the content on such social media sites. IREM Chapter 16online.org is not responsible for the content, accuracy of such content, or manner in which such content is provided to these third party social media sites. You specifically agree that the use of these social media sites in conjunction with IREM Chapter 16online.org is at your own risk.

7. Advertisers.

If You Participate as an Advertiser, You are solely responsible for all advertising content You transmit or submit to IREM Chapter 16online.org or through the IREM Chapter 16online.org Advertiser Program, whether created by or for You, including but not limited to: (i) artwork, written content, images, photos, graphics, music, animation, data, text, information, URLs, hypertext links, scripts and the content and material included in such components; and (ii) websites and content proximately reachable from such advertising content (collectively, "Ads"). Prior to providing any Ads and Participating as a Advertiser, You may be required to read and accept additional written terms and conditions governing Your submission of Ads to IREM Chapter 16online.org (the "Advertiser Agreement"). IREM Chapter 16online.org disclaims all liability relating to Your Ads and You agree to indemnify IREM Chapter 16online.org for all losses IREM Chapter 16online.org incurs associated with the Ads.

By submitting Content for advertising to any public area of any IREM Chapter 16online.org Site, You automatically grant to IREM Chapter 16online.org and its affiliates an irrevocable, royalty-free, perpetual, fully paid non-exclusive right (including moral rights) and worldwide license to use, copy, reproduce, modify, adapt, publish, translate, communicate to the public, perform, display, and distribute such Content (in whole or in part) and to prepare derivative works of, or incorporate into other works (in any form, media or technology now known or later developed, for the full term of any rights that may exist in such content) such Content, and to grant and authorize sublicenses thereof (through multiple tiers).

IREM Chapter 16online.org does not represent or guarantee the truthfulness, accuracy, or reliability of Advertiser Content.

8. Copyright Agent.

We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to IREM Chapter 16online.org, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:

Your address, telephone number, and email address;
A description of the copyrighted work that you claim has been infringed;
A description of where the alleged infringing material is located;
A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
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.

Attn: Copyright Agent
IREM Chapter 16
1421 Clarkview Rd. Suite 100B
Baltimore, MD 21209

9. IREM Chapter 16online.org's Liability.

IREM Chapter 16online.org acts as a venue for on-line association management services portal and guide. IREM Chapter 16online.org may take any action with respect to Content that it deems necessary or appropriate in its sole discretion if it believes that such Content could create liability for IREM Chapter 16online.org, damage IREM Chapter 16online.org's brand or public image, or cause IREM Chapter 16online.org to lose (in whole or in part) the services of its ISPs or other suppliers. While IREM Chapter 16online.org reserves the right in its sole discretion to remove Content or other material from IREM Chapter 16online.org from time to time, IREM Chapter 16online.org does not assume any obligation to do so and disclaims any liability for failing to take any such action.

The IREM Chapter 16online.org Sites and the IREM Chapter 16online.org Content may contain inaccuracies or typographical errors. IREM Chapter 16online.org makes no representations about the accuracy, reliability, completeness, or timeliness of any IREM Chapter 16online.org Content. The use of all IREM Chapter 16online.org Content is at your own risk. Changes are periodically made to IREM Chapter 16online.org Sites and may be made at any time. IREM Chapter 16online.org cannot guarantee and does not promise any specific results from use of IREM Chapter 16online.org or any IREM Chapter 16online.org Site. No advice or information, whether oral or written, obtained by You from IREM Chapter 16online.org or through or from IREM Chapter 16online.org or any other IREM Chapter 16online.org Site shall create any warranty not expressly stated herein.

10. DISCLAIMER OF WARRANTIES.

THE WEB SITE AND THE INFORMATION, SOFTWARE AND OTHER MATERIAL AVAIBALE ON OR ACCESSIBLE FROM THIS WEB SITE, INCLUDING, WITHOUT LIMITATION, ALL SERVICES, CONTENT, FUNCTIONS AND MATERIALS, IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR

OTHERWISE, FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS AND IMPLIED. WE DO NOT WARRANT, REPRESENT OR COVENANT THAT THE WEB SITE OR THE SERVICES, CONTENT, FUNCTIONS OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE WEB SITE WILL MEET USERS' REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IREM CHAPTER 16 ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE SITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, AUDIO OR SOFTWARE FROM THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

UNDER NO CIRCUMSTANCES SHALL IREM CHAPTER 16 BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM YOUR USE OF OR INABILITY TO USE THE WEB SITE OR YOUR RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE WEB SITE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

11. INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD IREM CHAPTER 16 HARMLESS FROM ANY AND ALL LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO ANY VIOLATION OF THESE TERMS AND CONDITIONS BY YOU.

12. LIMITATION OF LIABILITY.

IN NO EVENT SHALL IREM CHAPTER 16, ITS AFFILIATES OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE, WHETHER IN AN ACTION BASED ON A CONTRACT INDEMNIFICATION, OBLIGATION, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), COLLATERALLY OR ARISING

FROM ANY STATUTORY DUTY, PRE-CONTRACT OR OTHER REPRESENTATIONS, OR OTHERWISE, HOWEVER ARISING, FOR ANY ECONOMIC LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS) OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE WEB SITE, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Local Standards.

We do not represent that materials on the IREM Chapter 16online.org site are appropriate for use in all locations. Persons who choose to access the IREM Chapter 16online.org site do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

14. Indemnity.

You agree to defend, indemnify, and hold harmless IREM Chapter 16online.org, its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any Content or other material You provide to any IREM Chapter 16online.org Site, or (ii) your breach of the terms of these Terms. IREM Chapter 16online.org shall provide notice to You promptly of any such claim, suit, or proceeding.

15. Miscellaneous. The Terms of Service and the relationship between you and us shall be governed by the laws of the State of Maryland, without regard to its conflict of law provisions. You agree that any cause of action that may arise under the Terms of Service shall be commenced and be heard in the appropriate court in the State of Maryland, Baltimore County. You agree to submit to the personal and exclusive jurisdiction of the courts located within Baltimore County in the State of Maryland. Our failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Service by IREM Chapter 16online.org must be made in writing and signed by an authorized representative of IREM Chapter 16online.org specifically referencing these Terms of Service and the provision to be waived. Headings used in these Terms of Service are for convenience only and are not to be relied upon. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect. These Terms of Service will inure to the benefit of, and are intended to be enforceable by, IREM Chapter 16online.org's successors, assigns and licensees.

16. Termination

We reserve the right to terminate IREM CHAPTER 16's web site and this agreement at any time

without notice for any reason, including, in the case of this agreement, for your violation of any of its provisions.

The Limitation of Liability and Governing Law Sections of this User Agreement survive any such termination.

17. Governing Law

This User Agreement is governed by the laws of the State of Maryland applicable to contracts made and performed there without regard to its conflicts of law principles. You agree to submit to the exclusive jurisdiction of the state and federal courts in the State of Maryland and the City of Baltimore and waive any jurisdictional, venue or inconvenient forum objections to such courts.

18. Disclaimer of Liability

IREM Chapter 16 presents the information on this web site as a service to our members and other Internet users. While the information on this site is about legal issues, it is not legal advice. Moreover, due to the rapidly changing nature of the law and our reliance on information provided by outside sources, we make no warranty or guarantee concerning the accuracy or reliability of the content at this site or at other sites to which we link.

These Terms constitute a binding agreement between You and IREM Chapter 16online.org, and is accepted by You upon your use of the IREM Chapter 16online.org Site.