



Community Association, Inc.

**TERMS OF USE (Page One of Two)
Effective Date November 1, 2018**

Your use of the websites LiveatAvenel.Com and AvenelCommunity.com (“Sites”) is governed by these Terms of Use (“Terms”) between you and Avenel Community Association, Inc. (“Avenel”, “we” or “our”). Your use of the Sites constitutes your agreement to follow these rules and be bound by them. If you do not agree to these Terms, do not use the Sites.

Changes to The Terms

Please be aware that we may change or replace the Terms from time to time, at our sole discretion. We encourage you to review these Terms periodically. If we make changes to the Terms, we will notify you by posting those changes to this Site. Any modifications to the Terms will go into immediate effect after they have been posted. Your continued use of the Sites after we post any changes constitutes your consent to the updated Terms.

Eligibility

The Sites are not intended for use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to local laws or regulations.

Privacy

You agree to our collection, use, and disclosure of information as described in our Privacy Policy. The Privacy Policy is incorporated by reference in these Terms, and by using the Sites, you are consenting to the Privacy Policy.

Use of Websites

The Sites are for the sole use of individuals and entities to obtain a variety of information and communications relating to Avenel. Your use of the Sites is limited to the intended functions of the Sites.

Unauthorized use of the Sites is strictly prohibited.

These Sites contain information including but not limited to, photographs, documents, videos, home sale and rental information, advertisements, and hyperlinks (collectively, the “Content”). Subject to the Terms, we grant you a non-exclusive, non-transferable, limited, and revocable license to access the Sites for your personal use only (“Your License”). We reserve the right, in our sole discretion, to terminate Your License or any services provided to you through the Sites and to assert legal action with respect to your use of the Sites that we reasonably believe is or might be in violation of the Terms, additional terms and conditions, or other policies.

Intellectual Property

The Sites and any content, materials downloaded, and intellectual property pertaining to or contained on the Sites (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks, and service marks) are owned by us or third parties; all rights, title, and interest therein shall remain our property and/or such third-party owner, as applicable. All content is protected by trade dress, copyright, patent, and trademark laws, as well as various other intellectual property and unfair competition laws. You are authorized solely to view and retain a copy of pages related to the Sites, as well as relevant documents, images, or other materials on the Sites for your own personal use. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the World Wide Web, or in any way distribute or exploit the Sites, or any portion thereof, for any public or commercial use, without our express written consent. Additionally, you agree that you (a) will not remove or alter any author, trademark, or other proprietary notice or legend displayed on the Sites (or printed pages produced from the Sites); and (b) will not make any other modifications to any documents obtained from the Sites other than in connection with completing information required to use the Sites for their intended purposes.

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Third-Party Links

The Sites may contain links to other websites not operated or controlled by us ("Third-Party Websites"). Our Terms and Privacy Policy do not apply to Third-Party Websites. Such Third-Party Websites may have terms and conditions and/or privacy policies that differ from ours, and the Third-Party Website may provide less security than our Sites. We disclaim liability for any information, materials, products, or services posted or offered at any of the Third-Party Websites. We also disclaim liability for any failure of any products or services offered or advertised at such Third-Party Websites.

No Warranty

THESE SITES, INCLUDING ALL CONTENT, IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY INFORMATION ON THE SITES. YOU ACKNOWLEDGE AND AGREE TO USE THESE SITES AT YOUR SOLE RISK.

Limitation of Liability

IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING FROM OR IN ANY MANNER ASSOCIATED WITH THE USE OF THESE SITES.

Indemnification

To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Natelli Communities, Avenel and its officers, directors, employees, agents, and affiliates, from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Sites, including, without limitation, your use of the Sites in violation of these Terms.

Choice of Law/Arbitration

Any disputes regarding these websites or these terms of use shall be controlled by the laws of the State of Maryland. Any legal action regarding the same shall be filed in a court of competent jurisdiction in the State of Maryland and the County of Montgomery.

Severability

If any portion of these Terms is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of the Terms as possible. Any unaffected provision of these Terms shall remain in full force and effect.

Contact Us

If you have any questions or concerns about the Terms, please contact us at ACA 9501 Beman Woods Way
Potomac, Maryland 20854