

Terms & Conditions

for use of the MSPHOA Discussion Forum

General Rules

Your use of the Mineral Springs Plantation Homeowners' Association (hereafter MSPHOA) discussion forum, hosted by NextDoor.com is subject to the terms, conditions, and disclaimers set forth below and to all applicable laws and regulations in the State of Virginia. In addition, MSPHOA reserves the right to terminate access to the discussion forum for any reason, and to take any other actions that MSPHOA, in its sole discretion, believes to be in the interest of the Association and some or all of its users and the public. MSPHOA reserves the right to modify these disclaimers, terms, and conditions of access, without advance notice.

Intellectual Property

This discussion forum is provided solely for your personal, non-commercial use. For any content you post that you do not own, you guarantee to us that you have the legal right to post such content and that it will not violate any law or the rights of any person or entity. In other words, and among other things, you will not post content on this discussion forum you do not own without permission of the owner of the content, including written, photographic, music and video content.

Acceptable Use Policy

You are solely responsible for any and all acts and omissions that occur during or relating to your use of the discussion forum, and you agree not to engage in unacceptable use of the discussion forum, which includes, without limitation, use of the discussion forum to:

- Harm or threaten to harm users or members of the general public in any way, or “stalk” or otherwise harass any other person or entity;
- Post or transmit any content that is unlawful, false or misleading, grossly offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- Disseminate or transmit "spam," unsolicited messages, chain letters, any advertisements, solicitations, pyramid schemes, investment opportunities or other unsolicited commercial communication;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Post any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation except in areas that are expressly designated by the discussion forum for such purpose;

- Disseminate or transmit any content that infringes or violates any party's copyright, trademark, trade secret, patent or other proprietary right; or use or distribute third-party information (whether or not protected as a trade secret) in violation of a duty of confidentiality, fiduciary duty, or similar duty;
- Violate any law (whether local, state, national, or international), whether or not intentionally;
- Forge headers or otherwise intentionally disguise the origin of any content or communication; interfere with or disrupt the discussion forum, or servers or networks connected to the discussion forum; or disobey any requirements, procedures, policies, or regulations of networks connected to the discussion forum;
- Express or imply that any statements you make are endorsed by MSPHOA;
- Remove any copyright, trademark or other proprietary rights notices contained in the discussion forum;
- Engage in any other activity deemed by MSPHOA to be in conflict with the spirit or intent of this agreement or that might violate the rights of others or give rise to liability.

You understand that by using the discussion forum, you may be exposed to content that may offend you or challenge your beliefs. Your remedy is to avoid such content by discontinuing your access.

Content and Non-Endorsement

Opinions and other statements expressed by users and third parties are theirs alone, not opinions of MSPHOA. Content created by third parties is the sole responsibility of the third parties and its accuracy and completeness are not endorsed or guaranteed. The discussion forum and third parties may provide links to web pages, web sites, and various resources or locations on the web. MSPHOA has no control over the information you access via such links, does not endorse that information, and shall not be responsible for it or for the consequences of your use of that information.

Nature of the Discussion Forum

The discussion forum is designed to permit you to share your ideas and opinions. Information on the discussion forum is provided by contributors. You acknowledge that a large volume of information is available in our discussion forum and that people participating in such discussion forum occasionally post messages or make statements, whether intentionally or unintentionally, that may be inaccurate or misleading. MSPHOA neither endorses nor is responsible for such messages or statements, or for any opinion, advice, information or other utterance made or displayed on the discussion forum by third parties. The opinions expressed in the discussion forum reflect solely the opinion(s) of the participants and may not reflect the opinion(s) of MSPHOA. MSPHOA is not responsible for any errors or omissions in postings in the discussion forum, for hyperlinks embedded in messages or for any results obtained from the use of such information. Under no circumstances will MSPHOA or its Board, be liable for any loss or damage caused by your reliance on such information obtained through the discussion forum.

MSPHOA does not initiate, edit, modify, select, or designate specific recipients for any messages or other data entered into the discussion forum, except that (i) MSPHOA may inform registered users or third parties of particular content, ask for their response, or ask them to host discussions, and (ii) MSPHOA reserves the right to monitor the discussion forum and to remove any information that MSPHOA, in its sole discretion, considers to be inappropriate or unlawful.

You acknowledge and agree that MSPHOA has the right (but not the obligation) to monitor the discussion forum and the materials you transmit or post; to alter or remove any such materials; to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the discussion forum properly; to protect ourselves, our visitors, and the public; and to comply with legal obligations or reasonable governmental requests.

Limitation of Liability and Use

MSPHOA cannot guarantee the accuracy of the information provided or any analysis based thereon.

You expressly agree that the use of this discussion forum is at your sole risk. The discussion forum is provided on an "as is" basis and MSPHOA makes no warranties, expressed or implied, and disclaims any implied warranties of merchantability, fitness for a particular purpose and non-infringement. MSPHOA disclaims any warranty that the service will be uninterrupted, secure or error free. No advice, opinion or other information obtained through the discussion forum, orally or in any media, shall create any warranty from MSPHOA not expressly stated in this agreement.

Except as otherwise stated, MSPHOA makes no warranty or representation regarding of confidentiality of any communication or information transmitted on this discussion forum or any web site linked to the discussion forum. You agree that neither MSPHOA, nor any other providers of products or services related to the discussion forum, are responsible for the confidentiality of any information, (including without limitation credit card information, personally identifiable information, including email address, phone number, etc.), and neither MSPHOA nor any other providers of products or services related to the discussion forum are responsible for any damages that may arise from disclosure of such information.

MSPHOA and its directors, officers, employees, consultants, agents and other representatives shall not be liable under any circumstances for any direct, indirect, consequential, special, exemplary, punitive or other damages, including lost profits or costs or attorney's fees, under any legal theory including but not limited to breach of contract, breach of warranty, negligence, or strict liability, regardless of whether MSPHOA was informed of the possibility of such damages.

MSPHOA assumes no responsibility or liability arising from the content of the discussion forum nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any information within the discussion forum or accessed through the discussion forum. MSPHOA also does not warrant that the functions or informational materials contained in or accessed or downloaded through our discussion forum are free of computer viruses or other harmful components. In addition, although we make a good faith effort to update the content of our discussion

forum periodically, we do not have a duty to update information contained in our discussion forum, and we will not be liable for any failure to update such information.

Indemnification

You agree to indemnify, defend and hold MSPHOA and its directors and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of this agreement, including any violation of the Terms of Service; (b) any allegation that any content or other materials you submit to us or transmit to the discussion forum infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) your activities in connection with the discussion forum.

Special Agreement on Fee-Shifting and Choice of Law

If you attempt to bring any legal action against MSPHOA based in any way on this discussion forum, you agree that, in the event you do not prevail or MSPHOA does prevail, you will reimburse MSPHOA for any costs and attorneys fees associated with their defense of the action.

The use of the discussion forum and any claim or dispute relating to the discussion forum shall be governed by the laws of the Virginia, without regard to its conflicts of law principles. Exclusive venue for any claim shall be in the state and federal courts located in Virginia. Use of the discussion forum is unauthorized in any jurisdiction that does not affect all provisions of these Terms of Service, including without limitation this paragraph.

Severability

If any provision or portion of these Terms of Service is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and will remain in effect, to the fullest degree consistent with the intent of this document.

Last updated March 29, 2014