

VILLAGE AT BRECKENRIDGE TERMS OF USE AGREEMENT

Village At Breckenridge Internet Site Terms of Use Agreement

Access to and use of The Village at Breckenridge website and the content and services available through The Village at Breckenridge Access (www.resvabhoa.com) website (the "Site") is subject to the following Terms of Use Agreement (the "Agreement").

PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING ON THE "I ACCEPT" BUTTON AND COMPLETING THE REGISTRATION PROCESS OR BY USING THE SITE, YOU ARE AGREEING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN, PLEASE DO NOT COMPLETE THE REGISTRATION PROCESS OR USE THE SITE.

Scope

This Agreement applies to your access to and use of the Site. The Village at Breckenridge Reservation site is owned and operated by The Village at Breckenridge Homeowners Association, Inc. ("Association"). This Agreement does not apply to your use of unaffiliated sites to which Provider may link to on this site.

Description of The Site

The Site provides The Village at Breckenridge Homeowners community, their owners, guests and invitees with access to a wide array of online resources, various communications tools, unit reservations and access, parking reservations and access, amenity reservation and access. The Site may be accessed and used solely by The Village at Breckenridge community including Owners, guests and invitees for Association related functions. Provider may terminate, modify or temporarily discontinue the Site or any of the services, features or tools available through the Site at any time. Additionally, Provider may terminate the Site at any time without liability.

In order to use the Site, users must obtain access to the world wide web, either directly or through devices that access web-based content, and pay any fees associated with such access. In addition, users need all equipment necessary to make such connection to the world wide web, including a computer or other hand-held devices such as smart phones. The site shall be compatible with Google Chrome and iOS/Android. User maybe required to update to supported web platforms.

Registration

You agree to: (a) provide true, accurate, current, and complete information about yourself on all registration forms and (b) maintain and promptly update your registration information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Provider has reasonable grounds to suspect that such

information is untrue, inaccurate, not current, or incomplete, Provider has the right to suspend or terminate your account and refuse any and all current or future use of the Site.

Access Information

In order to access all of the content and services available through the Site, you must use the user name and password established by you ("Access Information"). You may not transfer your Access Information to any third party, and you may not permit anyone (other than family members included on your account) to access or use the Site by using your Access Information. You are solely responsible for maintaining the privacy and confidentiality of your Access Information and any usage and activities that occur through use of your Access Information.

Restrictions on Use of Content

All materials and services appearing on the Site, including but not limited to text, graphics, names, logos, service marks and trademarks, and information contained on any linked sites (collectively, the "Content") are the property of Provider or the party credited as the provider of the content and are protected by United States and international copyright, trademark, and other intellectual property laws. You may access, download and print Content on the Site solely for your own personal and noncommercial use; provided, however that any printouts of any Content must include all copyright and other proprietary notices.

Links

The Site may provide, or third parties may provide, links to other World Wide Web sites. Because Provider has no control over such sites, you acknowledge and agree that Provider is not responsible for the availability of such sites and does not endorse and is not responsible or liable for any content.

Member Conduct

You agree not to use the Site to:

- Upload, post, email, or otherwise transmit any content that is harmful, threatening, abusive, harassing, false, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or otherwise violates any applicable law;
- Upload, post, email, or otherwise transmit any content that is harmful to minors in any way;
- Impersonate any person or entity, including, but not limited to, any Provider forum leader, guide, or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site;
- Upload, post, email, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside

information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- Upload, post, email, or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- Upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as classifieds) that are designated for such purpose;
- Upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Site are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- Interfere with or disrupt any services available through the Site or servers or networks connected to The Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;
- Intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
- Collect or store personal data about other users.

No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Site, use of the Site, or access to the Site.

Modifications

We reserve the right to modify this Agreement or the Site at any time. You should check this web page periodically for changes to the Agreement.

Termination

We may terminate, at our discretion, the registration and access privileges of any user who violates any of the terms and conditions of this Agreement.

Copyright Complaints

We respect the intellectual property rights of others and require that the people who use the Site do the same. In appropriate circumstances, we reserve the right to terminate the registration and access privileges of any user who uses the Site to engage in copyright infringement. All suspected copyright infringement should be immediately reported to the provider with sufficient documentation to support such claim.

The Village at Breckenridge's designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act of 1998 can be reached as follows:

The Village at Breckenridge HOA
PO Box 1317 Breckenridge CO 80424
contact@vabhoa.com

Disclaimers

UNLESS OTHERWISE EXPLICITLY STATED, THE SITE AND ANY SERVICES, INFORMATION OR MATERIAL AVAILABLE THROUGH THE SITE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR PERSONAL USE ONLY. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED. PROVIDER IS NOT RESPONSIBLE FOR INCOMPLETE OR UNACCEPTED RESERVATIONS, UNAVAILABILITY OF ANY SERVICE IN THE COMMUNITY OR SERVICE DISRUPTIONS OF ANY KIND.

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND, NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES REGARDING YOUR USE OF THE SITE.

Limitation of Liability

NEITHER PROVIDER, THE ASSOCIATION OR ITS DESIGNATED MANAGER, NOR ANY OF THEIR RESPECTIVE LICENSORS, SUCCESSORS, ASSIGNS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS SHALL BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INABILITY TO GAIN ACCESS TO OR USE THE SITE OR LOSS OF DATA, INCOME OR PROFITS) ARISING OUT OF YOUR USE OF THE SITE, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), AND EVEN IF SUCH ENTITY OR INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Indemnity

You agree to defend, indemnify, and hold harmless Provider, its representatives, officers, directors, and employees from all liabilities, claims, costs, and expenses, including attorney's fees, arising out of any claim or demand made by any third party that arises out of or relates to your use of the Site, your posting, downloading, or transmission of any communications or material on the Site or from your violation of this Agreement or any applicable law.

Use of Cookies

This Site uses cookies to enhance the user experience. This Agreement applies to The Village at Breckenridge and it governs any and all data collection and usage by us. Through the use of cookies, you are therefore consenting to the data collection procedures expressed in this Agreement.

Proprietary Rights

The Site, all content, the layout and organization of the website, and all trademarks, including, but not limited to, all material distributed or presented to the organization or its members through any services by Provider or its third-party providers or on the linked sites, and all rights and intellectual property rights are the sole property of Provider or its third-party providers, and are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. You agree to respect all proprietary rights of Provider and its third-party providers in and to the content, the organization and layout of the Site, and any products or services available through the Site. Any comments, suggestions, or ideas or other information submitted to Provider through the Site, in writing, by e-mail or otherwise will be the property of Provider and Provider will have all rights without any obligation to compensate the community or its members.

Trademarks

Provider, the Provider logo, and other Provider logos and product and service names are trademarks or service marks of Provider ("Provider Marks"). You agree not to display or use in any manner the Provider Marks without Provider's prior written permission.

Privacy Policy; Confidentiality of User Information

We are committed to protecting your privacy and security and have explained the steps we take to do so in our Privacy Policy. For more information, please read our privacy policy at: www.thevillageatbreckenridge.org. Each user may notify the Association, in writing at Contact@vabhwa.com, requesting the Association remove personally identifiable information. Any personally identifiable information will be removed within 72 hours of a written notice.

Governing Law

This Agreement will be governed by and construed in accordance with the State of Colorado, United States of America, where the Provider offices are located, excluding any principles of

law that may direct the application of the law of another state. Except as provided in the Injunctive Relief paragraph below, any action or proceeding related to or arising out of this Agreement will be brought only in a state or federal court located in Summit County, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

Injunctive Relief

In the event you breach or threaten breach of this Agreement, you acknowledge and agree that Provider will be greatly and irreparably damaged and the damage will be difficult to quantify. Therefore, Provider may apply to any court of competent jurisdiction in the United States or any other jurisdiction accepting jurisdiction under this specific provision, who, regardless of the Governing Law paragraph above, will apply the laws of its own jurisdiction in determining whether Provider will be granted injunctive or other equitable relief to stop your breach or your threat of breach, without impairing, invalidating, negating or voiding Provider's rights to relief in either law or equity.

Miscellaneous

If any terms or conditions in this Agreement is found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms and conditions, and will not affect the validity and enforceability of the remaining provisions. This Agreement is the entire agreement between you and Provider relating to the subject matter it contains.

Changes

This policy is subject to change at any time. In the event the policy changes, you will be prompted to consent to the new Agreement including any changes. Until you do so, your access to the Site shall be limited.

Contact

Any inquiries concerning this Agreement shall be referred to the Site host at contact@vabhoa.com.