

Highland Lakes Association Website Terms of Service

Effective Date:

1. Acceptance of Terms

By accessing or using highlandlakesohio.com (the "Website"), you agree to be bound by these Terms of Service ("Terms"). These Terms govern your access to and use of the Website operated by Highland Lakes Association. If you do not agree to these Terms, you must not access or use the Website.

2. Eligibility

You must be at least 18 years old or otherwise have reached the age of majority in your jurisdiction, to use this Website. By using the Website, you represent and warrant that you meet these requirements and have the legal capacity to enter into these Terms.

3. User Accounts

If the Website or an associated resident portal allows you to create or access an account, you are responsible for maintaining the confidentiality of your login credentials and for all activities occurring under your account. You agree to provide accurate, current, and complete information and to notify Highland Lakes Association or its management representatives promptly of any unauthorized use of your account or any other security breach.

4. Acceptable Use

- You agree not to use the Website for any unlawful, fraudulent, abusive, or harmful purpose.
- You agree not to interfere with, disrupt, or compromise the operation, availability, or security of the Website or any associated resident portal.
- You agree not to upload, post, or transmit malicious code, spam, false or misleading information, or infringing content.
- You agree not to attempt to gain unauthorized access to restricted portions of the Website, association records, accounts, systems, or networks.
- You agree not to use the Website in a manner that violates applicable community rules, governing documents, or applicable law.

5. Intellectual Property

All content, features, functionality, trademarks, logos, text, graphics, downloadable materials, governing documents, forms, and software made available on the Website are owned by Highland Lakes Association, used with permission, or otherwise protected by applicable law. Except as expressly permitted in writing, you may not copy, reproduce, distribute, modify, create derivative works from, publicly display, or otherwise exploit Website content for commercial or unauthorized purposes.

6. User Content

If you submit information, forms, requests, applications, comments, or other materials through the Website or any associated resident portal, you represent and warrant that the information is accurate, and that you have the right to submit it. You grant Highland Lakes Association a non-exclusive, royalty-free license to use, review, store, and process such submissions as reasonably necessary to administer community operations, respond to requests, and maintain the Website and related services.

7. Third-Party Links and Services

The Website contains links to third-party websites, services, or resources for your convenience. We do not control such third parties and are not responsible for the content, policies, or practices of any third party, and your use of third-party services is at your own risk.

8. Disclaimers

The Website and its content are provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied. Highland Lakes Association does not warrant that the Website will always be available, error-free, secure, or current, and that Website content will always reflect the most recent version of community rules, policies, schedules, or announcements. To the fullest extent permitted by law, Highland Lakes Association disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.

9. Limitation of Liability

To the fullest extent permitted by law, Highland Lakes Association and its officers, directors, committee members, owners, volunteers, managers, agents, contractors, and service providers shall not be liable for any indirect, incidental, special,

consequential, or punitive damages, or for any loss of data, profits, goodwill, or business opportunities arising out of or related to your use of, or inability to use, the Website.

10. Indemnification

You agree to defend, indemnify, and hold harmless Highland Lakes Association and its officers, directors, committee members, owners, volunteers, managers, agents, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees arising out of or relating to your violation of these Terms, your misuse of the Website, or your submissions to the Website.

11. Termination

Highland Lakes Association reserves the right to suspend or terminate your access to the Website at any time, with or without notice, if it believes you have violated these Terms or applicable law, or if your use poses a risk to the Association, other users, or the Website.

12. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of law principles. Any dispute arising out of or relating to these Terms or the Website shall be resolved exclusively in the state or federal courts located within the State of Ohio, unless applicable law requires otherwise.

13. Changes to These Terms

Highland Lakes Association may update these Terms from time to time in its sole discretion. When it does, the Association will revise the effective date above. Your continued use of the Website after any updated Terms are posted constitutes your acceptance of the revised Terms.

14. Contact Information

If you have any questions about these Terms, please contact Highland Lakes Association through the contact methods available on the Website or through its community management company, Capital Property Solutions. Publicly visible site materials reference submissions through the resident portal, email to admin@cpscolumbus.com, and mailing correspondence to P.O. Box 630, Worthington, Ohio 43085.