

TERMS OF SERVICE

1. ENROLMENT AND PASSWORDS

By enrolling to use the Services (Website and Application), you represent to us and agree that (a) you are 18 years of age or older, (b) a member in good standing of the association whose web site or other Services you intend to use and/or are otherwise permitted to access the web site or use the other Services for which you are enrolling, and (c) you have provided to us and will maintain at all times with us accurate, correct and complete information that may be requested by the enrollment process (the "Enrollment Data"). If we have reason to believe that the Enrollment Data you have provided is not accurate or incomplete, we may suspend or terminate your ability to use any or all of the Services. Your Enrollment Data is subject to our Online Privacy Policy (see Section 3).

We attempt to protect the privacy and integrity of the Services by making access to and use of the Services subject to the use of a password. When you register to use the Services the first time, you will be given initial access to the Services through a password. Thereafter, you must use your password to access and use the Services. You must keep your password confidential and not share your password with anyone. You will be fully responsible for all activity that occurs under the use of your user ID or password. You agree to immediately notify us of any unauthorized use of your user ID or password by contacting the Technology Department.

2. CONDITIONS OF USE

You agree that you may use the Services only as long as you comply with rules, regulations and guidelines ("Rules") published by us from time to time. The Rules are in addition to any other rules, regulations or guidelines that may be adopted from time to time by your association. The current Rules are published on this site. We may amend or supplement the Rules from time to time in our sole discretion without prior notice. Changes are effective upon posting, and we encourage you to frequently review the Rules online for any changes. The Rules, as amended and supplemented from time to time, are incorporated by reference into these Terms of Service.

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

Access to the association's member portion of the web site and other portions of the Services, including content, is password protected. Currently, we also offer web site content backup Services to assist in the protection of content from loss. However, we do not warrant or guarantee the integrity or security of the Services, or the content, information or data transmitted through or contained in any portion of the Services. Content and data on any web site may be subject to loss, alteration, corruption or destruction,

3. PRIVACY

Enrollment Data and other personally identifiable information about you that you provide to us through the Services is subject to our Online Privacy Policy. Our current Online Privacy Policy is found on this site. Our Online Privacy Policy may be amended or supplemented from time to time by us in our sole discretion without prior notice. Changes are effective upon posting, and we encourage you to frequently review the Online Privacy Policy for any changes.

4. PROPRIETARY RIGHTS

Sun City Anthem owns the web site, (b) the content contained in or presented through the Services by us or by third parties engaged by us (including, without limitation, text, music, sound, photographs, graphics, video, page layout, and design), (c) the software, hardware, files, processes, systems, databases and tools used or provided by us or by third parties engaged by us to provide the Services, (d) other tangible and intangible personal property relating to the Services, including, without limitation, the domain names, IP numbers and addresses that may be used by us in providing the Services, and (e) the trade names,

trademarks, service marks, copyrights, patents, inventions, trade secrets, know-how and other intellectual property rights relating to the foregoing.

These Terms of Service do not constitute a license to you or any other person to use any Sun City Anthem intellectual property, except that you may use those Services that we make available to you solely for your personal use. You agree that you will not, and that you will not permit any person or entity to, copy, revise, alter, modify, decompile, reverse engineer, assemble, or attempt to discover, nor sell, assign, sublicense, encumber, or otherwise transfer any interest in, such Property, including, without limitation, any object code, source code, underlying processes or algorithms contained therein, other than as is permitted by us in writing. However, you may download a single copy of this web site onto a single computer or make one print copy for your personal, noncommercial use.

Sun City Anthem may permit you to submit additional content to a web site to any "public areas" provided as part of the Services, subject to these Terms of Service (including, without limitation, the Rules). "Public areas" are areas where you may submit content for viewing by others and where others may submit content for viewing by you, such as news items, chat rooms or bulletin boards, whether or not access to such areas is restricted. You are responsible for such content and for postings, email and other communications transmitted or posted by you using the Services. By creating, posting or submitting content on a web site or any public area, or permitting others to do the same, you represent and warrant that the content complies with these Terms of Service (including, without limitation, the Rules), and grant to us and our affiliates a worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) non-exclusive right and license to exercise all rights with respect to the content submitted, created or posted in any public area, and to cache, backup and otherwise use all such content, in order to provide the Services. You agree that such caching, backup and other use is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

You agree that we may preserve or disclose content if required to do so by law or regulation or in the good faith belief that disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Terms of Service; (iii) respond to claims that any content violates the rights of third parties; (iv) protect the rights, property, or personal safety of us, other Users or the public; or (v) provide the Services.

5. THIRD PARTY DEALINGS

Links to other web sites or resources may be provided by us or third parties as part of the Services. You agree that we have no control over such sites and are not responsible for them. You also agree that we are not responsible for any content, advertising, products or material on or available from such sites or resources.

6. DISCLAIMERS AND LIMITATIONS

USE OF THE SERVICES AND ANY EQUIPMENT, SOFTWARE AND HARDWARE PROVIDED IN CONNECTION WITH THE SERVICES, IS ON AN "AS IS" BASIS AND ON AN "AS AVAILABLE" BASIS. WE MAKE NO, AND HEREBY DISCLAIM ANY AND ALL, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WITH RESPECT TO THE SERVICES OR SUCH PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER WE, YOUR ASSOCIATION, NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING ANY OF THE SERVICES REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS OR OTHER PROPERTY THAT ARE USED IN PROVIDING THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE HEREBY DISCLAIM ANY LIABILITY OR RESPONSIBILITY, ARISING OUT OF THE INACCURACY, ILLEGALITY, AND/OR INAPPROPRIATENESS OF ANY CONTENT PROVIDED TO ANY WEB SITE OR ANY PUBLIC AREA, THE DAMAGE, DESTRUCTION OR CORRUPTION OF ANY CONTENT OR OTHER DATA, OR THE USE OR MISUSE OF, OR INABILITY TO USE, THE SERVICES BY ANY PERSON OR ENTITY.

IN NO EVENT WILL WE NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING ANY OF THE SERVICES BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH LOSSES) ARISING OUT OF OR RELATED TO THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY. IN SUCH JURISDICTIONS, SOME OF THE LIMITATIONS IN THIS SECTION 8 MAY NOT APPLY TO YOU.

Under no circumstances will we be liable for failure or delay in connection with the Services if the failure or delay is due to circumstances beyond our control including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunication or third party services (including DNS propagation), failure of third party software or hardware, or inability to obtain raw materials, supplies, or power used in equipment needed for the provision of services.

You agree that any claim or cause of action which you may have arisen of a claim related to these Terms of Service or the Services must be filed within one (1) year after such claim or cause of action arises, or the claim or cause of action will forever be barred.

7. INDEMNIFICATION

You agree to indemnify and hold harmless us and our parents, subsidiaries, affiliates, officers, members, employees and representatives from any and all claims, liability and expenses (including without limitation, reasonable attorney's fees) arising out of or related to your use of the Services, your breach of any provision of these Terms of Service, or any content posted or transmitted by you through the use of the Services. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnity obligations.

8. NOTICES

We may send notices by electronic mail, regular mail, courier or overnight delivery to the electronic mail address, mailing address or delivery address most recently provided. Notices will be effective upon transmission or delivery. We may provide changes to the Terms of Service (including, without limitation, the Rules and our Online Privacy Policy) by posting such changes on the Internet.

9. TRADEMARKS

The trademarks, service marks and logos shown on this web site (collectively, the "Marks") are trademarks Sun City Anthem. Other third parties' trademarks may also appear on this web site. You may not use the Marks or third parties' trademarks without the prior written permission of Sun City Anthem. or the applicable third party.

10. COPYRIGHTS AND INFRINGEMENT CLAIMS

We respect the intellectual property rights of others. We will process and investigate notices of alleged infringement of intellectual property rights related to this web site or the Services, as provided by Digital Millennium Copyright Act ("DMCA"), and will respond appropriately, as provided by the DMCA. As appropriate, we will move expeditiously to remove or disable access to material claimed to be infringing or claimed to be the subject of infringing activity. We will terminate access to Users who are repeat infringers.

11. GENERAL PROVISIONS

These Terms of Service constitute the entire agreement between you and us concerning your use of the Services and the relationship between you and us and supersede any prior or contemporaneous oral or written communications, representations or understandings concerning the subject matter.

No waiver of any breach or failure or delay in exercising any right, power or remedy of any provision of these Terms of Service shall constitute a waiver of the same or any other provision hereof with respect to prior, concurrent or subsequent occurrences and no waiver shall be effective unless made in writing and signed by an authorized representative of the party against whom such waiver is sought. These Terms of Service, and any dispute arising pursuant to these Terms of Service, shall be governed by Nevada law, exclusive of its provisions regarding conflicts of law.

Titles and headings are included solely for convenient reference and are not part of these Terms of Service. You may not assign any of your rights or obligations (in whole or in part) without our prior written consent, which we may withhold, in our sole discretion. We may assign our rights and obligations under these Terms of Service without your prior written consent.