

TERMS OF SERVICE FOR THE FAIRFAX STATION HOMEOWNER ASSOCIATION MESSAGE BOARD (“FSHOA MB”)

1. Acknowledgment and Acceptance of Terms of Service

The Fairfax Station Homeowners Association (“Association”) Message Board is presented to you, an Association Member (“Member”), under the terms and conditions of this Message Board’s Terms of Service (“**TS**”) and any operating rules or policies that may be published by the Message Board Moderator with the approval of the FSHOA Board of Directors (“Board”). This **TS** comprises the entire agreement between the Association and Member. By participating in the Message Board (either by submitting a post or a reading post), you are indicating your agreement to be bound by all of the terms and conditions of the **TS**.

2. Description of Service

The Association is providing Members with a capability to post comments for other Members to view on topics related to the community.

3. Modifications to TS

Modification of the terms and conditions of the **TS** from time to time. Upon any change in the terms and conditions of the **TS**, the Association will notify Member by posting the changes. Member’s continued use of the **TS** constitutes an affirmative: (1) acknowledgement by Member of the **TS** and its modifications; and (2) agreement by Member to abide and be bound by the **TS** and its modifications. Should Member object to any terms or conditions of the **TS** or any subsequent modifications thereto or become dissatisfied with the **TS** in any way, Member’s sole recourse is to immediately: (1) discontinue use of the **TS**; (2) terminate FSHOA Message Board participation; and (3) notify the Association of termination by communication addressed to the President of the Association.

4. Privacy Policy

Member acknowledges and agrees that the Association neither endorses the contents of any Member communications nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising there from or any crime facilitated thereby.

Member acknowledges and agrees that all messages on the **TS** are the property of the Association and of the individual author. NO MESSAGE ON THE ASSOCIATION MESSAGE BOARD SHALL BE TRANSMITTED, COPIED, OR SHARED, IN WHOLE OR IN PART, WITH A NON-ASSOCIATION MEMBER, BY ELECTRONIC OR OTHER MEANS, WITHOUT THE EXPRESS PRIOR CONSENT OF THE AUTHOR. FOR MESSAGES QUOTING OTHER MESSAGE BOARD MESSAGES, PERMISSION MUST BE OBTAINED FROM THE AUTHORS OF EACH QUOTED MESSAGE AS WELL AS FROM THE AUTHOR OF THE MESSAGE BEING FORWARDED. MEMBERS MAY POST TO THE BLOG A MESSAGE GIVING OR DENYING BLANKET PERMISSION TO REPRODUCE THEIR POSTS, WHICH SHALL REMAIN IN EFFECT UNTIL REVOKED BY THE MEMBER GRANTING OR DENYING THE PERMISSION.

5. Member Content Database Storage and Other Limitations

The Association assumes no responsibility for the deletion or failure to store content. The Association Message Board has no fixed upper limit on the number of messages a Member may post on the Message Board; however, the Association retains the right, at the sole discretion of the Board, acting for the Association, to determine whether Member's conduct is consistent with the letter and spirit of the **TS** and may suspend or terminate access to the Message Board if Member's conduct is found to be inconsistent with the **TS**.

6. Member Conduct

Member is solely responsible for the contents of his or her posting of comments and other material through the Message Board.

Member's use of the Message Board is subject to all applicable local, state, national and international laws and regulations.

Member's conduct is subject to Internet regulations, policies and procedures.

Member will refrain from the use of profanity in messages.

Member will refrain from insulting and derogatory remarks made against another Member.

When posting a message on a new subject, Member will establish relevancy with that subject and the Association or Members of the Association, or both.

The Member must put their first and last name in their posted message.

Member will at no time post any material that is, or may be, copyrighted, without first obtaining permission to do so from the publisher. Once obtained, a statement that permission has been granted will be posted with the copyrighted material. The posting of Internet URLs (Uniform Resource Locations – Internet addresses) is allowed at any time.