

TERMS OF USE FOR SMRHOA.COM WEBSITE
Approved by SMRHOA Board of Directors February 9, 2023

Why you should read these Terms of Use

Before logging in to the Sunrise Mountain Ridge Homeowners Association (SMRHOA) website, the Directors, Officers and Website Administrators urge you to review the following Terms of Use. We want you to enjoy using the website and to understand the terms that protect you and other website users, as well as the terms that limit what you may and may not do with content on the website; including your own content and the content posted by other users.

Failing to comply with the Terms of Use and Privacy Policy is a violation of SMRHOA rules subject to the enforcement procedures and penalties in [SMRHOA Standing Policy #1](#). SMRHOA reserves the right to delete your account at any time and without warning if you violate the Terms of Use or Privacy Policy.

The website is not to be used for commercial purposes, except within the “Marketplace” and as limited by the Marketplace restrictions.

Your use of the SMRHOA website is at your own risk. Content is provided without warranties of any kind.

Misuse of any other user’s contact or other posted information can result in termination of your access to the website and may result in fines or other penalties.

We care about your privacy. Please read our [Privacy Policy](#). This Privacy Policy is incorporated by reference herein.

If and when these Terms of Use are revised in a material way, you will have an opportunity to review the revised Terms. Continued access to and use of the website confirms your agreement to know and abide by the Terms of Use, as revised. You can view the most current version of the Terms by clicking the "terms of use" link at the bottom of the webpages.

Your agreement if you log into this website

This website is the official website for Sunrise Mountain Ridge Homeowners Association (SMRHOA), an Arizona nonprofit corporation. Only current owners or residents are permitted to log in beyond to public home page.

By logging into this website, you are:

- agreeing that your access to and use of this website is subject to these Terms of Use;
- agreeing to comply with these Terms of Use, with the Privacy Policy, and with all applicable laws;
- committing to use the website solely for your personal use; and
- agreeing not to use anyone’s contact information except as authorized by that person.

If you are dissatisfied with this website or any content on the site, or with these Terms of Use, your sole and exclusive remedy is to discontinue using the website.

DETAILS OF TERMS OF USE

Member Account, Password, and Security

In order to access the non-public secured part of the SMRHOA website, you must create an ID and strong password log-in. Access to the SMRHOA website is for only SMRHOA owners and residents. We use the information in the SMRHOA records which you previously provided during the home purchase or renter notification process to verify you. You are verified as a resident as part of these processes. If you are no longer considered a resident, your access to the website is removed.

If, for any reason, SMRHOA no longer considers you a current owner or resident, you are no longer authorized to post. Posting without such authorization is a violation of the Terms of Use.

Posting content

Only owners or residents of SMRHOA who have logged into the website and thereby agreed to these Terms of Use are allowed to post content of any kind. The website allows users to post, upload, input, comment and review a variety of communications and information.

The SMRHOA website is for your personal and non-commercial use, unless otherwise specified. You may not use or authorize anyone else to use or display the SMRHOA name, logo, or other means of attribution or identification that is reasonably likely to give the impression that SMRHOA endorses, approves, or authorizes your comments, activities, proposals or other content without the prior express written permission from the SMRHOA Board of Directors.

The SMRHOA website may include an area used as a "Marketplace" for SMRHOA residents and owners to offer personal items for sale or to post an interest in obtaining such items. Marketplace is not to be used for a commercial enterprise or other business. Items may be sold, donated or bartered from one resident to another. Estate sales, yard sales, and similar events are prohibited at SMRHOA and therefore are inappropriate for the Marketplace. Appropriate items for the Marketplace include furniture, tools, event tickets, excess citrus and similar personal items. The Marketplace will be monitored, and inappropriate items will not be posted or will be removed. SMRHOA takes no responsibility for any transactions on the Marketplace.

SMRHOA does not claim ownership of any content, material, suggestions, feedback, images, photographs, pictures, or otherwise graphical information, in whole or in part, posted by users on the website. Nor do users have ownership of any such content other than what they post. By posting any content, you are representing that you have been granted permission, own, or otherwise control all of the rights related to the content you post. You further represent that you are a current owner or resident of SMRHOA.

SMRHOA is under no obligation to post or use any content you may provide. We may remove any content at any time, without any notice.

Any content submitted is considered to reflect the opinion of the user and is not necessarily agreed to or endorsed by SMRHOA, its Directors, Officers, Committee Chairs, or Website Administrators.

As a condition of your use of the website, you agree that you will not use the website for any purpose that is unlawful or prohibited by the Terms of Use.

The following content is prohibited on the website and posting any such content violates these Terms of Use:

- Content you do not have the right to publish or submit.
- Content that is defamatory, abusive, illegal, infringing, profane, obscene, indecent, or unlawful.
- Abusive rants, negativity, hate speech, slanderous, harassing, threatening, or otherwise violating the legal rights (such as rights of privacy and publicity) of others.

Limitations on Use of the Website Content

Information on this website may be transmitted or revised only as provided in these Terms of Use, and transmission or revision is otherwise strictly prohibited.

You will be required to use your password and user ID each time you log on to the website. You may not use anyone else's account at any time or allow others to use your account. SMRHOA is entitled to assume the authenticity of any person who uses your password and user ID and may act upon any instructions given thereby.

This website is intended to provide general information about SMRHOA. This website may also contain information regarding other companies and independent contractors that are not affiliated with SMRHOA. Any such information provided on this website is included solely for your convenience and does not comprise any warranty or endorsement whatsoever on the part of SMRHOA as to those companies or individuals, or their products, services, information, or programs.

Use of content or personal information that you post

Unless otherwise specified, this website is for your personal and non-commercial use.

You may opt in or out of sharing your contact information, except that the Website Administrators and Board of Directors may access your contact information for the purpose of contacting you in emergency or in connection with possible violations of SMRHOA rules or regulations, including apparent failure to pay assessments, or if legally required by law enforcement officials.

You are prohibited from:

- providing any information gathered from the website to a third-party for commercial use;
- harvesting email addresses, telephone numbers, or any other personal contact information for the purpose of mass communications to SMRHOA residents without their permission;
- using the website in connection with pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise); or
- posting content for the purpose of advertising a commercial business or proposition ("Advertising").

SMRHOA reserves the right to remove any such prohibited content from the website.

Groups, Forums, Announcements, Message Boards, etc., i.e., "Communication facilities"

The SMRHOA Website may contain forums, groups, bulletin board services, chat areas, message boards, communities, personal web pages, calendars, and/or other message or communication facilities designed to allow website users to communicate with other website users. You are solely responsible for the content of your submissions to the website.

Some groups, forums or similar Communication Facilities are limited to users who affirmatively opt to participate therein. You may use these Communication Facilities to post or send messages or content to such users. You may not use website Communication Facilities to communicate with other users who have opted out of receiving such communications.

Whenever you use website Communication Facilities, you are prohibited to post or send any content that, in the sole discretion of SMRHOA,:

- you do not have the right to post;
- advocates illegal activity;
- is vulgar, obscene, pornographic, or indecent;
- threatens or abuses others;
- is libelous or defamatory towards others;
- is racist, abusive, harassing, threatening or offensive;
- collects information about others, including e-mail addresses, without their consent;
- misrepresents your identity or attempts to disguise the origin of content;
- advertises any commercial endeavor or engages in any commercial activity (including raffles or contests) except as may be specifically authorized on the website (e.g, in the marketplace or similar site);
- solicits funds, advertisers or sponsors;

- contains viruses or any other content designed to harm computer software or hardware or telecommunications device;
- amounts to a pyramid or other like scheme; or
- disobeys any policy or rules regarding use of the SMRHOA website.

Limitations on Liability

You acknowledge, by your use of this website, that your use of the website and the information provided is at your sole risk. To the full extent permitted by law, SMRHOA disclaims any and all representations and warranties with respect to this site and its contents.

To the extent permitted by law, neither SMRHOA nor our Officers, Directors, Committee Chairs, or Website Administrators will be liable in any way for:

- any loss, damage, costs or expenses you may suffer, or claims made against you by reason of your use of the website or in connection with any services or information supplied or offered on the website;
- any direct or indirect losses or damages arising out of or in connection with your use of the companies or contractors mentioned on this website; or
- any loss that you may incur as a result of someone else using your password or website account, either with or without your knowledge.

This website may contain links to other websites that are not affiliated with SMRHOA and which are governed by the terms and conditions applicable to those websites. Any links to other websites are included solely for your convenience and do not comprise any warranty or endorsement whatsoever on the part of the Association as to the individuals, companies, products, services, information or programs associated with such websites or other service or data you may access, download or use as a result of the information contained on this website or any website you may access through this website.

SMRHOA cannot and does not guarantee or warrant that files available for downloading from the SMRHOA website will be free of viruses, worms, Trojan horses or other code that may cause damage or harm to your computer(s) or network(s). You are solely responsible for implementing sufficient procedures and checkpoints to protect your computer(s) and network(s).

While this website is updated frequently, it is not possible to ensure that information contained on this website is completely accurate at any given time. SMRHOA does not guarantee the accuracy and/or completeness of information, text, graphics, links or other items contained on this website, and the information provided on this website is subject to change without notice.

Disclosures of Content as Required by Law

SMRHOA reserves the right at all times to:

- disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request;
- investigate suspected violations of these Terms of Use; or
- fully cooperate with any law enforcement authorities or court order requesting or directing SMRHOA to disclose the identity of anyone posting any e-mail messages, or publishing, or otherwise making available any materials that are believed to violate these Terms of Use.