

Terms & Conditions

DCRanch.com User Agreement

This is an agreement between you and DC Ranch Community Council. By accessing dcranch.com, you agree to the following terms and conditions.

By accepting this Agreement:

- You also agree to abide by the User Guidelines and Content Management Guidelines at all times, which are posted on the Service and may be updated from time to time;
- You are fully responsible for all members and guests of your household who use the Service, whether from your home or otherwise (NOTE: "guests" include anyone who accesses the Service using your password); and
- You agree to monitor and supervise all use of the Service by guests and members of your household to insure compliance with this Agreement, the User Guidelines and the Content Management Guidelines. THIS RESPONSIBILITY INCLUDES SUPERVISION OF ANY HOUSEHOLD MEMBERS AND GUESTS UNDER 18 YEARS OF AGE.

You agree, on behalf of yourself and all members and/or guests of your household, to abide by the following terms and conditions:

In General

The Service is operated by DC Ranch Community Council or "DCRCC." DCRCC may change, or add to, these terms and conditions at any time and reference to the term "Agreement" includes any such changes or additions that DCRCC may make to these terms and conditions. DCRCC will post any new or additional terms and conditions on the Service and these new or additional terms and conditions will be effective immediately upon posting. Your continued use of the Service will serve as your agreement to abide by all such new or additional terms and conditions. If at any time, any term or condition of this Agreement is not acceptable to you, you (and all members and guests of your household) should immediately cease all use of the Service. YOU ALSO AGREE TO USE THE SERVICE ONLY FOR PERSONAL PURPOSES.

The Content

The Service provides access to information, software, photographs, audio, video, graphics, links and other material (referred to as "Content") that is legally protected by DCRCC and/or others under patent, copyright, trademark and other intellectual property laws. You agree to comply with all copyright notices and other restrictions contained in any Content available on, or accessed through, the Service. YOU ALSO AGREE TO USE THE CONTENT ONLY FOR PERSONAL PURPOSES.

You may not use, alter or exploit the Content other than as specifically provided for in this Agreement. In addition, you may not reverse engineer or decompile any software that you download by using the Service unless you receive express permission from the software owner. You may post only the following types of Content on the Service: (1) Information which you have created, (2) information for which you have received express permission from the owner, and (3) public information. DCRCC has the right to edit, copy, publish, distribute, translate and otherwise use any Content that you place on the Service without any compensation to you.

You shall not copy, or store electronically, any significant portions of Content. For those portions of Content that you download, store or copy, you must: (1) obtain the prior approval of DCRCC or the

Content owner if it is someone other than DCRCC and (2) maintain all copyright and other notices in the Content.

Claims Against DCRCC

You agree to hold DCRCC harmless and to pay all liabilities, costs and expenses that DCRCC incurs resulting from your use of the Service (including use by anyone who uses your password, whether authorized or not) or use of the Service by any member or guest of your household.

Termination of Service

DCRCC has the right, in its sole discretion, to restrict, suspend, or terminate your access (and access by any member or guest of your household) to all or any part of the Service, at any time for any reason without prior notice or liability. DCRCC may also change, suspend or discontinue all or any aspect of the Service at any time without prior notice or liability.

Liabilities and Warranties

The Service and the Content made available through the Service are provided on an "AS IS" basis. DCRCC and its agents and third party Content providers DO NOT make any warranties of any kind with respect to the Service, any Content or any other materials or information provided by DCRCC relating to the Service, including, but not limited to the following: (1) that the Service will be error-free; (2) that the Service will not be interrupted; (3) that the Content and any files available for downloading are virus-free, (4) that any e-mail received by you through the service is virus free. You are solely responsible to protect your computer against e-mail viruses or other destructive features.

Neither DCRCC nor any of its agents or third party Content providers shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the Service, even if they have been advised of the possibility of such damages. DCRCC maximum liability to you for any claims relating to use of the service is limited to one hundred dollars (\$100).

Miscellaneous

This Agreement shall be governed by the laws of the State of Arizona. You agree that any legal claims relating to this Agreement by either you or DCRCC must be brought in the courts located in Maricopa County, Arizona.

Overview

The DCRanch.com® website ("DCRanch.com"), is designed to promote neighbor to neighbor interaction through an exclusive on-line network. DCRanch.com links residents to one another, to community news, and events. DCRanch.com will be managed by DC Ranch Community Council "DCRCC." Access is conditioned upon each resident's acceptance of the User Agreement and adherence to that Agreement and these User Guidelines.

Guidelines for use of DCRanch.com:

- Only residents of DC Ranch and authorized employees of DCRCC and DMB and its service providers may access password-protected areas of DCRanch.com.
- Access to DCRanch.com is contingent upon acceptance of the User Agreement.
- Transmission, distribution or storage of offensive content and disabling code is prohibited. This includes, without limitation, viruses, Trojan horse programs, messages which include character sequences intended to control the recipient's computer or display screen, make-money fast schemes, pyramid or chain letters, fraudulent offers, threats, harassment, defamatory statements and postings to a newsgroup in violation of its rules.
- Transmission, distribution or storage of material or conduct in violation of any applicable local, state, federal or foreign law or regulation is prohibited. This includes, without limitation, any unauthorized

use of material protected by patent, copyright, trademark or other intellectual property right or material that is obscene, constitutes an illegal threat or violates export control laws.

DCRCC may change these Content Management Guidelines at any time. You agree to review changes to these Content Management Guidelines and, if any change is not acceptable to you, you agree to terminate your use of DCRanch.com. Your continued use of DCRanch.com after the effective date of any such change constitutes your acceptance of all of the changes.