

## **Terms and Conditions**

### **Agreement between User and HanoverSeaside.com**

Welcome to HanoverSeaside.com. The HanoverSeaside.com website (the “Site”) is comprised of various web pages operated by Hanover Seaside Club (“HSC”). The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”). Your use of HanoverSeaside.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

### **Electronic Communications**

Visiting HanoverSeaside.com or sending emails to HSC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email, and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that HSC is not responsible for third party access to your account that results from theft or misappropriation of your account. HSC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Sharing your username and password with a non-member shall result in an immediate revocation of your website access.

### **Links to third party sites/Third party services**

HanoverSeaside.com may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of HSC, and HSC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. HSC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by HSC of the site or any association with its operators.

### **No unlawful or prohibited use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use HanoverSeaside.com strictly in accordance with these terms of us. As a condition of your use of the Site, you warrant to HSC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site. You may not obtain or attempt to obtain any

materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of HSC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, whole or in part, found on the Site. HSC content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of HSC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of HSC or our licensors except as expressly authorized by these Terms.

#### **Indemnification**

You agree to indemnify, defend and hold harmless HSC, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fee) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. HSC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with HSC in asserting any available defenses.

#### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. HANOVER SEASIDE CLUB AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

HANOVER SEASIDE CLUB AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT

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IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

**Termination/access restriction**

HSC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of North Carolina and you hereby consent to the exclusive jurisdiction and venue of courts in North Carolina in all disputes arising out of or relating to the use of the Site.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and HSC as a result of this agreement or use of the Site. HSC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of HSC's right to comply with governmental, Court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by HSC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and HSC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and HSC with respect to the Site.

**Changes to Terms**

HSC reserves the right, in its sole discretion, to change the Terms under which HanoverSeaside.com is offered. The most current version of the Terms will supersede all previous versions. HSC encourages you to periodically review the Terms to stay informed of our updates.

Effective as of July 12, 2011