

Terms of Use

ACCEPTANCE OF TERMS

Welcome to the website of Fripp Island Property Owners Association, LLC ("Company", "We" or "us"). The following terms and conditions, together with any documents expressly incorporated by reference, (collectively, these "**Terms of Use**"), govern your access to and use of:

- (1) The website operated by us from which you are accessing these Terms of Use, specifically, <https://frippislandliving.com/> and any content, functionality and services offered on <https://frippislandliving.com/> (the "**Website**"), and
- (2) Social media pages managed by us that include a link to these Terms of Use, including, but not limited to, social media pages managed by us on Facebook, Twitter, and Instagram as of the date these Terms of Use were last revised (the "**Social Media Pages**") (collectively, the Website and Social Media Pages are referred to herein as our "**Webpages**"). Our Terms of Use and Privacy Policy apply to you in addition to any Terms and/or Policies stated on Facebook, Twitter, and Instagram.

Please read these Terms of Use carefully before using any Webpage. **Your access and use of any Webpage, will be deemed your acceptance and agreement to these Terms of Use and our Privacy Policy, found at <https://frippislandliving.com/privacypolicy> incorporated herein by reference.**

These Terms of Use may change from time to time without advanced notice (see Changes to These Terms of Use, below).

While the Social Media Pages are monitored, they should not be used for communications requiring individualized responses or immediate attention of the Company. Specific inquiries should be communicated to the Company through the email address and/or telephone numbers listed in in the "about" section of <https://frippislandliving.com/>. Because the Social Media Sites are public, we will not be sharing any agendas, meetings, or recordings of meetings on this platform.

Children Under the Age of eighteen (18)

The Webpages do not target anyone under **eighteen (18)** years of age. By accessing any Webpage, you represent and warrant that you are of legal age to form a binding contract with the Company and understand all of the terms as stated above. If you do not meet all of these terms, you must not access or use the Webpages.

Changes to These Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. The date these Terms of Use were last revised is identified at the bottom of the page. All changes are effective immediately when we post them and apply to all access to and use of the Webpages

thereafter. Your continued use of the Webpages following the posting of revised Terms of Use will be deemed your acceptance and agreement to the changes. **It is your responsibility to be aware of any changes and should visit this page each time you access the Webpages to check for any changes, as they are binding on you.**

Accessing the Webpages and Account Security

We reserve the right to withdraw or amend any Webpage, and any service or material we provide on any Webpage, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of any Webpage is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Webpages, or all of the Webpages, to users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Webpages, *i.e.*, selecting your username and password.
- Ensuring that all persons who access the Webpages through your internet connection are aware of these Terms of Use and comply with them.

To access the Webpages or some of the resources they offer, you may be asked to provide certain registration details or other information. By providing such information you are confirming that it is correct, current, and complete. You agree that all information you provide is governed by our Privacy Policy, located at <http://frippislandliving.com/privacypolicy>, and by providing such information you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Where you have chosen to obtain a password for access to certain parts of the Website, you agree to keep this password confidential and not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website, or portions of it, using your user name, password, or additional security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier at any time in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Webpages and all content, features, and functionality (including, but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) and any material we post on the Social Media Pages, are owned by the Company, its licensors or other providers of such material and are protected by United States and

international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Webpages for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website or any material we post on the Social Media Pages, except as follows:

Your computer may temporarily store copies of such materials in RAM, incidental to your accessing and viewing those materials.

- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one (1) copy of a reasonable number of pages of the Website and material we may post on the Social Media Pages for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided that you agree to be bound by our end-user license agreement for such applications.

You are not permitted to:

- Modify copies of any materials from the Website or materials we post on the Social Media Pages.
- Use any illustrations, photographs, video or audio sequences, or any graphics.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

You must not access or use for any commercial purposes any part of the Website or materials we post on the Social Media Pages.

If you wish use any material on the Website or any of our Posts on the Social Media Pages in any manner other than set out in this section, please contact us at communications@frippislandliving.com.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Webpages in breach of the Terms of Use, your right to use the Webpages will cease immediately, and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website, any content on the Website, and any material we post on the Social Media Pages is transferred to you. The Company reserves all rights not expressly granted. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks and Service Marks

The Company name, the marks “FRIPP ISLAND PROPERTY OWNERS ASSOCIATION”, “FIPOA”, and all related names, logos, product and service names, designs, and slogans are trademarks and/or service marks of the Company or its affiliates. You are not permitted to use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Webpages are trademarks and/or service marks of the Company or their respective owners.

Prohibited Uses

You may use the Webpages only for lawful purposes and in accordance with these Terms of Use.

You agree not to use the Webpages:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm any person, and in particular any minor, in any way by exposing that person to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set forth below in these Terms of Use.
- To transmit or procure the sending of any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user of the Webpages, or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Webpages, or which, as determined by us, may harm the Company or users of the Webpages or expose them to liability.
- To attempt to interfere with the proper working of the Webpages.

Additionally, you agree not to:

- Use the Webpages in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Webpages, including their ability to engage in real-time activities through the Webpages.
- Use any robot, spider, or other automatic devices, process, or means to access the Webpages for any purpose, including monitoring or copying any of our material on the Webpages.
- Use any manual process to monitor or copy any of our material on the Webpages or for any other unauthorized purpose without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Webpages.
- Introduce any viruses, trojan horses, worms, logic bombs, or any other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Webpages, the server on which the Webpages are stored, or any server, computer, or database connected to the Webpages.
- Attack the Webpages via a denial-of-service attack or a distributed denial-of-service attack.

User Contributions

The Webpages may contain message boards, chat rooms, personal web pages, profiles, forums, or bulletin boards and other interactive features (collectively, "**Interactive Services**") that allow users to publish or display comments, content or materials on public areas (hereinafter, "**Post**") of the Webpages or to transmit comments, content or material to other users of the Webpages and/or you may provide comments, content or materials to us or our affiliates through other means, such as electronic communications. All comments, content and materials you Post or transmit on or through the Webpages and/or that you provide to us or our affiliates through other means, such as electronic communications, are collectively referred to herein as "**User Contributions**".

All User Contributions must comply with the Content Standards set forth below in these Terms of Use.

Any User Contribution will be considered non-confidential and non-proprietary. By providing any User Contribution, you grant us, our affiliates, and our service providers, and each of their and our respective licensees, successors, and assigns, the right throughout the universe to review, use, reproduce, modify, perform, prepare derivative works based upon, display, distribute, and otherwise disclose to third parties any such material, in whole or in part, for any purpose in any medium, known or unknown, without consent or attribution.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us, our affiliates, and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such User Contributions, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third-party for any User Contributions or the accuracy thereof. If you believe that any User Contributions on Social Media Pages violate your copyrights,

please refer to the copyright policies, if any, provided by the website operators of the Social Media Pages.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to Post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, including the Content Standards listed below, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Webpages or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Webpages.
- Terminate or suspend your access to all or any part of any of the Webpages for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone providing User Contributions. **YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY OR ANY OF THE FOREGOING PARTIES DURING OR AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY, ANY OF THE FOREGOING PARTIES, OR LAW ENFORCEMENT AUTHORITIES.**

We cannot undertake to review all User Contributions before Posting and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or User Contributions provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. **We have zero tolerance for racism, bigotry, misogyny, express or implied threats of harassment or any type of harm, or hate speech. Administrators of Company Webpages have the right to remove any User Contribution that violates any Term of Use or that the Administrator deems inappropriate in nature for any reason.**
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy located at <http://frippislandliving.com/privacypolicy>
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person. If a single individual starts a discussion that other members disagree with, it may, at the discretion of the Administrator, be considered trolling. Trolls may be removed from the group or blocked from the page.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising. The Company Webpages are intended to be personal, not commercial, in nature, User Contributions may not involve.
- Involve graphic or disturbing photos, political posts, videos and other media in this group. If you are not sure about the content that you want to post, email communications coordinator for the Company at communications@frippislandliving.com. If you do post content created by someone else, please credit the creator and if appropriate, include a link.
- Distribute any other member's personally identifiable information.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

The Administrator has fully discretion to deny or block entry to any member and remove members that do not comply with these terms. The current Administrator may be

reached by emailing the communications coordinator or calling us using the contact information at the bottom of this page.

Reliance on Information Posted

The information presented on or through the Website and any material we Post on the Social Media Pages is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Webpages, or by anyone who may be informed of any of its contents.

The Webpages may include content provided by third-parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Linking to the Webpages and Social Media Features

You may link to the homepage of the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Webpages may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Webpages.
- Send e-mails or other communications with certain content, or links to certain content, on the Webpages.
- Cause limited portions of content on the Webpages to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Webpages or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.

- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The websites from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set forth in these Terms of Use.

You agree to cooperate with us in the event your linking is suspected as causing any unauthorized framing or linking. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Webpages

Any links contained on the Webpages to other sites and resources provided by third-parties, including but not limited to frippislandrealestate.com and frippislandresort.com, are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources or the contents provided by the website operators of the Social Media Pages, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access the Social Media Pages or any of the third-party websites linked to the Webpages, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Webpages is based in the State of South Carolina in the United States. We provide the Webpages for use only by persons located in the United States. We make no claims that the Webpages or any of the content is accessible or appropriate outside of the United States. Access to the Webpages may not be legal by certain persons or in certain countries. If you are accessing the Webpages from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties and other Disclaimers

We cannot and do not guarantee or warrant that files available for downloading from the internet or the Webpages will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Webpages for any reconstruction of any lost data. **TO THE FULLEST EXTENT ALLOWED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBPAGES OR**

ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBPAGES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY WEBSITES LINKED TO THEM.

YOUR USE OF THE WEBPAGES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBPAGES IS AT YOUR OWN RISK. THE WEBPAGES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBPAGES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE MAKE NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBPAGES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBPAGES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBPAGES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE WEBPAGES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBPAGES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT ALLOWED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

Limitation on Liability

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS, OR EACH OF THEIR AND OUR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBPAGES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE WEBPAGES OR SUCH OTHER WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBPAGES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

Indemnification

To the fullest extent allowed by law, you agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and

against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use; your use of the Webpages, including, but not limited to, your User Contributions; any use of any material we post on the Social Media Pages or the Website's content, services and products other than as expressly authorized in these Terms of Use; or your use of any information obtained from the Webpages.

Governing Law and Jurisdiction

All matters relating to the Webpages and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the state of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the state of South Carolina or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Webpages shall be instituted exclusively in the federal or state courts of the State of South Carolina, located in the City of Bluffton and County of Beaufort, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

Entire Agreement

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company with respect to the Webpages and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Webpages.

The Website is supported and hosted by: The Affari Project.

Your Comments and Concerns

Any feedback, comments, requests for technical support, or other communications relating to the Webpages should be directed to management of the website:

Fripp Island POA
225 Tarpon Blvd
Fripp Island, SC 29920

(843)838-4155

E-mail: communications@frippislandliving.com

Thank you for visiting the Webpages.

Last revised: 05/12/2021