

BAY VILLAGE OF SARASOTA TERMS OF USE

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THESE TERMS OF USE (THESE “**TERMS OF USE**”) GOVERN EACH PERSON WHO ACCESSES OR USES IN ANY WAY THE WEBSITE LOCATED AT [HTTPS://BAYVILLAGE.ORG/](https://bayvillage.org/) (THE “**WEBSITE**”) OR ANY GOODS OR SERVICES OFFERED THROUGH IT. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU DO SO. BY USING THE WEBSITE, BY CLICKING TO ACCEPT OR AGREE TO THESE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, OR BY USING ANY GOOD OR SERVICE PROVIDED THROUGH THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE ON BEHALF OF YOURSELF AND YOUR HEIRS, ASSIGNS, SUCCESSORS, EXECUTORS, ADMINISTRATORS, AND ESTATE. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE, YOU MUST NOT ACCESS OR USE IN ANY WAY THE WEBSITE OR ANY GOODS OR SERVICES OFFERED THROUGH THE WEBSITE. THESE TERMS OF USE REQUIRE THE USE OF LITIGATION IN FRONT OF A JUDGE TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

Acceptance of the Terms of Use

The Website is operated by Bay Village of Sarasota, Inc., a Florida not for profit corporation (“**Corporation**”). These Terms of Use, together with any other terms and policies applicable to the Website (including, without limitation, the Privacy Policy, as defined below) (all of such terms and policies that apply to the Website, together with these Terms of Use, the “**Governing Terms**”), which are hereby incorporated into and made a part of these Terms of Use, govern your access to and use of the Website (including any content, functionality, goods, and services that originate through the Website), whether as a guest or registered user and whether accessed via the web, mobile, or otherwise. Capitalized terms used but not defined in any other Governing Term will have the definitions assigned to such terms in these Terms of Use.

The Website and any goods or services that originate through it are offered and available only to users who are of legal age to form a binding contract; reside in the United States or any of its territories or possessions; and are not otherwise prohibited from accessing or using the Website or any of its contents, goods, or services. **BY USING THE WEBSITE, YOU REPRESENT AND WARRANT THAT YOU MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE WEBSITE.**

If you are also a party to any other agreements with Corporation or its affiliate, unless otherwise explicitly stated in these Terms of Use, these Terms of Use will not amend,

revise, or otherwise change the terms and conditions in those agreements, including any privacy obligations you might have under those agreements.

Changes to the Terms of Use

These Terms of Use, together with any other Governing Terms, may be revised or updated from time to time at Corporation's sole discretion. The latest version of each Governing Term will be posted on the Website, and you should review the then-current Governing Terms before using the Website or purchasing or using any good or service through the Website. All changes are effective immediately when Corporation posts them and apply to all access to and use of the Website thereafter.

Your continued use or access of the Website or any good or service offered through the Website after a posted change in a Governing Term will constitute your acceptance of and agreement to such changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website

Corporation reserves the right to withdraw or amend the Website, or any good, service, or material Corporation provides on the Website, in Corporation's sole discretion without notice. Corporation will not be liable if for any reason all or any part of the Website or any good or service offered thereon is unavailable at any time or for any period. From time to time, Corporation may restrict access to the Website or certain parts thereof to certain users, including certain registered users.

You are responsible for:

- making all arrangements necessary for you to have access to the Website and
- ensuring that all persons who access the Website through your internet connection or otherwise with Your assistance are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

Unfortunately, the transmission of information via the internet is not completely secure. Although we endeavor to protect your information, we cannot guarantee the security of information transmitted to or from the Website. Any transmission of information through the Website is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Intellectual Property Rights

Names and logos, product and service names, designs, slogans, and products on the Website may be protected by trademark, trade dress, copyright, or other intellectual property rights owned by Corporation or its affiliates or licensors. You must not use these without the prior written permission of Corporation or its licensor or in any other way dilute, blur, or tarnish Corporation's brand.

The Website and its entire contents, features, and functionality (including but not limited to all information, software, data, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Corporation, its affiliates, its licensors, or other providers of such material and may be protected by United States and international copyright, trademark, patent, trade secret, or other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website 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 good or service provided on the Website, in whole or in part, 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 copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution; and
- as otherwise explicitly allowed by these Terms of Use or any other Governing Term.

You must not:

- modify any materials from the Website;
- reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Website or any good or service offered through the Website, in whole or in part;
- use any illustrations, photographs, video, audio, or any graphics separately from the accompanying text; or
- delete, falsify, misrepresent, or alter any copyright, trademark, or other proprietary rights notice from materials from the Website.

You must not access or use for any commercial purposes any part of the Website or any good, service, or material available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at Corporation's option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved. 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, or other laws.

Prohibited Uses

You may use the Website and the goods and services that originate through it only for lawful purposes and in accordance with the Governing Terms. Without limiting the generality of the foregoing, you agree not to use the Website:

- in any way that violates any applicable federal, state, local, or international law, statute, or regulation (including, without limitation, any law regarding the export of data or software to and from the United States or other countries);
- for the purpose of exploiting or harming, or attempting to exploit or harm, minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," or "spam" or any other similar solicitation;
- to impersonate or attempt to impersonate Corporation, a current or past Corporation employee, another user, or any other person or entity (including, without limitation, by using an e-mail address or screen name associated with any of the foregoing); or
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or which, as determined by Corporation, may harm Corporation or a third party or expose them to liability.

Additionally, you agree not to:

- use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real-time activities through the Website;
- use any robot; web scraping or scraping method; data mining; spider; other similar data gathering or extraction method; or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- use any manual process to monitor or copy any of the material on the Website or for any other purpose not expressly authorized in the Governing Terms;

- use any device, software, or routine that interferes with the proper working of the Website;
- introduce any harmful content such as malware, viruses, trojan horses, worms, logic bombs, time bombs, or other material that is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Website; the server on which the Website is stored; or any server, computer, or database connected to the Website;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Website.

Monitoring and Enforcement; Termination

Corporation has the right to:

- take appropriate circumstances to disable, block, or terminate the accounts of users who are repeat infringers of its Governing Terms; and
- terminate or suspend your access to all or part of the Website for any or no reason.

YOU WAIVE AND HOLD HARMLESS CORPORATION AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Reliance on Information Posted

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

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

Changes to the Website

Corporation may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and Corporation is under no obligation to update such material.

Information About You and Your Visits to the Website

All information that you provide on or through the Website, or that is otherwise collected through the Website, in each case whether it is yours or a third party's, is subject to Corporation's Privacy Policy found at <https://bayvillage.org/wp-content/uploads/2022/08/Bay-Village-of-Sarasota-Inc.-Website-Long-Version-Privacy-Policy.docx> (the "**Privacy Policy**"), which is hereby incorporated into these Terms of Use. By using the Website, you consent to, and represent that you have obtained the applicable third parties' consent to all, actions taken in compliance with the Privacy Policy.

Linking to the Website

You may link to the Website, provided you do so in a way that is fair and legal and does not damage Corporation's 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 Corporation's part without Corporation's express written consent.

Subject to the foregoing, you must not:

- cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site (for example, framing, deep linking, or in-line linking);
- link to any part of the Website other than the homepage; or
- otherwise take any action with respect to any material on the Website that is inconsistent with any other provision of the Governing Terms.

You agree to cooperate with Corporation in causing any unauthorized framing or linking immediately to stop. Corporation reserves the right to withdraw linking permission from any person without notice.

Corporation may disable all or any links at any time without notice in its discretion.

Links from the Website

If Corporation provides links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Corporation has no control over the contents of those sites or resources; does not endorse their activities, goods, or services; and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites

linked to the Website, you do so entirely at your own risk and subject to the terms and conditions for such websites.

Geographic Restrictions

Corporation is based in the State of Florida in the United States. Corporation provides the Website for use only by persons located in the United States. Corporation makes no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that Corporation cannot and does not guarantee or warrant that any files available for downloading from the internet or the Website 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 Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, NEITHER CORPORATION NOR ANY OF ITS AFFILIATES WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY GOODS OR SERVICES OBTAINED THEREBY OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT OR ON ANY WEBSITE LINKED TO IT.

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PRACTICE, AND (B) NEITHER CORPORATION NOR ANY PERSON OR ENTITY ASSOCIATED WITH CORPORATION REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENTS, OR ANY GOODS OR SERVICES OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, COMPLETE, RELIABLE, COMPATIBLE, ERROR-FREE, UNINTERRUPTED, OR WORK WITH ANY OTHER WEBSITE; MEET ANY PERFORMANCE OR RELIABILITY STANDARD; THAT THE WEBSITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THAT THE WEBSITE OR ANY GOODS OR SERVICES OBTAINED THROUGH IT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS OR ACHIEVE ANY INTENDED RESULTS; OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ALL USES OF THE WEBSITE AND THE GOODS AND SERVICES THAT RESULT FROM ACCESS TO THE WEBSITE BY YOURSELF OR OTHERS TO WHOM YOU HAVE PROVIDED ACCESS, DIRECTLY OR INDIRECTLY, WHETHER SUCH ACCESS OR USE IS PERMITTED BY OR IN VIOLATION OF THIS AGREEMENT.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL CORPORATION, ITS AFFILIATES, OR ANY LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, MANAGERS, DIRECTORS, OR EQUITYHOLDERS OF THE FOREGOING BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR ANY WEBSITES LINKED TO IT; ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES; OR ANY GOODS OR SERVICES OFFERED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, IN ALL CASES INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO PERSONAL INJURY, PROPERTY DAMAGE, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS OR COSTS, LOSS OF BUSINESS OPPORTUNITIES OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF TIME, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, INCONVENIENCE, SHUTDOWN OR SLOWDOWN COSTS, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF THE BASIS FOR THE CLAIM (WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE), EVEN IF CORPORATION IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

Indemnification

You agree to defend, indemnify, and hold harmless Corporation and its affiliates, licensors, and service providers, and its and their respective officers, directors, managers, equityholders, employees, contractors, agents, licensors, suppliers, successors, and assigns, from and against any and all claims, liabilities, deficiencies, actions, damages, judgments, settlements, interest, awards, penalties, fines, losses, costs, expenses, and fees (including reasonable attorneys' fees) of whatever kind arising out of or relating to Your: (a) violation of any Governing Term (including these Terms of Use); (b) use or misuse of the Website (including, but not limited to, any use of the Website's content, goods, or services other than as expressly authorized in these Terms of Use or any other Governing Term; use of any information obtained from the Website; or the violation of any law or regulation); or (c) gross negligence or willful misconduct.

Governing Law and Jurisdiction

All matters relating to the Website and any Governing Term (including 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 internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, any Governing Term (including these Terms of Use) or the Website against Corporation shall be instituted and maintained exclusively in the state courts or the federal courts located in or for Sarasota, Florida. Corporation retains the right to bring any such suit, action, or proceeding against you in your country or state of residence or any other relevant country or state. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver of Jury Trial

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HAVE A JUDGE (RATHER THAN A JURY) RESOLVE ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING RELATING TO THIS WEBSITE, ANY GOVERNING TERM, OR TO YOUR RELATIONSHIP WITH CORPORATION AND YOU WAIVE THE RIGHT TO A TRIAL BY JURY. YOU UNDERSTAND THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL RIGHT AND THAT THIS ELECTION TO HAVE A JUDGE, RATHER THAN A JURY, DETERMINE ALL CLAIMS IS A VOLUNTARY CHOICE.

Entire Agreement

These Terms of Use, together with any other documents expressly incorporated herein (including the other Governing Terms) constitute the sole and entire agreement between you and Corporation with respect to the Website and supersede all prior and contemporaneous understandings, communications, proposals, agreements, representations, and warranties, both written and oral, with respect to the Website and any goods or services that originate therefrom.

Your Comments and Concerns

Corporation is located at 8400 Vamo Road, Sarasota, Florida 34231.

All feedback, comments, requests for technical support, and other communications to Corporation relating to the Website should be directed to: info@bayvillage.org.

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