

Sunset Bay Association Terms of Use

March 31, 2024

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These Terms of Use (the “Agreement”) are a Legally Binding Contract between You and Sunset Bay Park Association, Inc.

Sunset Bay Park Association, Inc. (“Sunset Bay Association”, “we” or “us”) is pleased to provide you with access and use of our websites (including all websites that link to this website), mobile apps, and services (hereinafter collectively referred to as “Sites”). This Agreement governs your access to and use of our Sites.

Before accessing, registering, and otherwise using Sunset Bay Association’s Sites, please read this Agreement carefully. This Agreement forms a legally binding contract between Sunset Bay Association’s Members (“Members”) and Sunset Bay Association, and between other users of Sunset Bay Association Sites. This Agreement incorporates all appendices to the Agreement, including **the Billing and Refund Policy and any Usage Guidelines we** may post on the Sites. This Agreement cannot be orally modified.

BY USING ANY SUNSET BAY ASSOCIATION SITES, YOU AGREE TO THIS AGREEMENT AND AFFIRM THAT YOU ARE ABLE AND LEGALLY COMPETENT TO DO SO. IF YOU ARE USING ANY SUNSET BAY ASSOCIATION SITE ON BEHALF OF AN ORGANIZATION, YOUR ACCEPTANCE OF THIS AGREEMENT IS DEEMED AN AGREEMENT BETWEEN THAT ORGANIZATION AND SUNSET BAY ASSOCIATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND THAT ORGANIZATION TO THIS AGREEMENT.

If you do not agree to all terms set forth in this Agreement, you must immediately leave and not return to our Sites. Otherwise, by accessing and using our Sites, you are agreeing to be bound by this Agreement.

KEY TERMS/DEFINITIONS

If you access our Sites on behalf of an organization, that organization is included within the term “you”/“your” as used throughout this Agreement.

In this Agreement, we refer to Sunset Bay Association’s Members as “Members,” and to people who use our Sites without registering as “Visitors.” Members and Visitors shall be referred to together as the “Audience.”

CHANGES TO AGREEMENT AND SITE

We reserve the right, exercisable in our sole discretion, to revise and update this Agreement from time to time. Any such modifications are effective immediately upon posting and apply to all access to and continued use of the Sites. For clarity, any amended Agreement will supersede all previous versions of the Agreement, but changes will not apply

retroactively. The date that this Agreement was last updated is set forth at the top of this webpage.

If you are a Member, in addition to posting the updated Agreement on our Sites, we may notify you of changes to this Agreement at the email address you maintain in your account. Therefore, you should keep your email address up-to-date.

You are bound by our changes to the Agreement. Therefore, you should review this Agreement periodically. Your continued use of our Sites after any modified Agreement is posted constitutes your acceptance of the amended Agreement.

We may add new features to the Sites, remove existing features from the Sites, or otherwise modify the Sites and their contents (including their functionality, “look-and-feel”, universal resource locators and software components) from time to time, all without notice to you.

YOUR AFFIRMATIONS CONCERNING USE OF THIS SITE

It is your responsibility to determine whether your use of the Sites is lawful, and you must comply with all applicable laws in using the Sites. You are not permitted to use the Sites for any illegal purpose.

If you choose to remain on any Site or later return to any Site, you affirm that:

1. your use of the Sites does not violate any applicable laws or regulations;
2. all account registration information you submit is truthful and accurate;
3. you will update your account registration information, as necessary, in order to maintain complete, accurate, and current information;
4. you are at or over the age of majority in your jurisdiction of residence;
5. you will not use any Site for any unauthorized purposes or in any manner that could damage, disable, overburden, or impair Sunset Bay Association’s servers or networks or interfere with any other party’s use and enjoyment of our Sites, including by (a) attempting to breach or breaching security or authentication measures, (b) disrupting network services and otherwise disrupting Sunset Bay Association’s ability to monitor the Sites, or (c) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
6. you will be bound by all terms set forth in this Agreement, including all appendices to this Agreement and all usage guidelines;
7. you will not collect or store any personal data about any Member, Visitor, or any other user unless you are legally entitled to do so;
8. Sunset Bay Association may contact you using the email address set forth in your account;
9. you will be held responsible for all use of your account, including any use by others in the event you ever permit others access to your account; and

10. you will notify us promptly at sunsetbayassociation@yahoo.com of any unauthorized use of your username, password, other account information, or any other breach of security of which you become aware involving our Sites.

CONSEQUENCES FOR UNAUTHORIZED USE OR MISUSE OF SUNSET BAY ASSOCIATION SITES

You agree that your right to use Sunset Bay Association Sites will cease immediately upon your violation of any of your obligations or commitments set forth in this Agreement or upon any unauthorized use or misuse of a Sunset Bay Association Site, and that Sunset Bay Association has total discretion to terminate your account and/or your access to its Sites without further notice if you violate any of your agreements or any of the prohibitions set forth in this Agreement or any such agreement or prohibition in other applicable agreements.

Unauthorized use and misuse of Sunset Bay Association Sites are strictly prohibited, and, depending on the circumstances, may subject you to a civil claim for damages and criminal prosecution. Sunset Bay Association reserves the right to report any breach of this Agreement or unauthorized use or misuse of the Sunset Bay Association Sites to law enforcement authorities.

SUNSET BAY ASSOCIATION CONTENT

Sunset Bay Association Sites and their entire contents, features, and functionality, including any information, graphics, code, images, artwork, text, video clip, data compilations, software, website layout and architecture (including the layout and architecture of Customer Sites), audio clip, slogans, trademark, copyright, service marks, logo, and trade names (collectively, "Sunset Bay Association Content"), all of which Sunset Bay Association owns or has the right to use, and are protected under copyright and other applicable laws. Except as set forth in the limited license section below, or as required under applicable law, neither the copyrights, trademarks, other intellectual property, nor any portion of the Sites or Sunset Bay Association Content may be used, reproduced, duplicated, copied, sold, resold, published, distributed, licensed, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our prior written consent. Unauthorized use of the Sites or Sunset Bay Association Content may violate copyright, trademark, and other laws.

You agree that unless Sunset Bay Association provides you with prior written authorization to do so, you will not:

- incorporate any Sunset Bay Association Content into any other work or use Sunset Bay Association Content in any public or commercial manner; or
- change any notice about copyright, trademarks or other intellectual property rights that may be part of the Sunset Bay Association Content.

Trademarks, logos and service marks (the "Marks") displayed in or through Sunset Bay Association Sites are owned by Sunset Bay Association or third parties. You are prohibited from using the Marks without the prior written permission of Sunset Bay Association or

such third party. If you would like information on how to obtain Sunset Bay Association's permission to use Sunset Bay Association Content, email sunsetbayassociation@yahoo.com.

SUBMISSIONS

Sunset Bay Association may from time to time offer opportunities for you to voluntarily post or otherwise submit suggestions, ideas, notes, concepts or other information or materials to or through Sunset Bay Association Sites (collectively, "Submissions").

By posting Submissions, you confirm that you have the right to do so. You are and will remain solely responsible for your Submissions and for the consequences of submitting and posting such Submissions. You will be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from your Submissions. When submitting or posting Submissions, you should limit, to the fullest extent possible, the amount of personal data you provide because Submissions may be linkable to you depending on the details you provide.

By sending, posting or transmitting Submissions to Sunset Bay Association (and/or our designees) or any area of the Sunset Bay Association Sites, you automatically grant, or warrant that you or any other owner of the material you submit has expressly granted, Sunset Bay Association and our designees a worldwide, non-exclusive, sub-licensable (through multiple tiers), transferable, royalty-free, fully paid-up, perpetual, irrevocable right to use, reproduce, sublicense (through multiple tiers), distribute, publish, create derivative works of, perform and import your Submissions (in whole or in part) in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to you. In other words, Sunset Bay Association has the automatic right to use your Submissions – including reproducing, disclosing, publishing or broadcasting your Submissions – anywhere, anytime, in any medium and for any purpose, including marketing and operating the Sites, without paying any fee or owing any obligation to you. You also permit any other user to access, view, store, or reproduce your Submission for that user's personal use. Under no circumstances are you entitled to any type of payment if Sunset Bay Association (and/or its designees) uses one of your Submissions. All Submissions are deemed non-confidential and non-proprietary. You hereby waive all moral rights and any rights of privacy, personality and publicity you may have in your Submissions.

Submissions you post may be made publicly available. You acknowledge that you have no expectation of privacy with respect to any of your Submissions. You further acknowledge that you make Submissions voluntarily and at your own risk. You should use good judgment when posting information, remarks, or other content regarding Sunset Bay Association, Sunset Bay Association's Members, Members' Members, or any other entity or person. You may be held legally responsible for any damages suffered by other users, Sunset Bay Association, or third parties as a result of defamatory or otherwise legally actionable Submissions by you.

Sunset Bay Association is not legally responsible for any Submissions made by Members even if such Submissions are defamatory or otherwise actionable. Sunset Bay Association is not responsible for, and does not endorse, opinions, advice, or recommendations posted or

otherwise submitted to or through Sunset Bay Association Sites. Sunset Bay Association specifically disclaims any and all liability in connection with such Submissions. Sunset Bay Association does not confirm nor verify qualifications, background, or abilities of users or the information they post to or through any Sunset Bay Association Sites. Therefore, Sunset Bay Association urges you to use common sense and good judgment in preparing your Submissions.

By posting a Submission, you agree, represent and warrant that your Submission:

1. is true and accurate;
2. pertains to a designated topic or theme of the Sunset Bay Association Sites;
3. does not infringe, misappropriate or violate any third party's copyright, trademark, patent, literary, trade secret, privacy, publicity, proprietary, contractual or other right;
4. does not contain information that identifies any person or information that otherwise includes personal data of any person unless you have such person's prior written consent;
5. does not make unsubstantiated claims about any third party or its products or services;
6. does not contain any slanderous, defamatory, discriminatory, false, misleading, vulgar, obscene, pornographic, violent, bigoted, sexually explicit, hateful, abusive, threatening, harassing, antisocial, sexually or racially offensive comments or other content that either harms or could be reasonably expected to harm any person or entity;
7. is not illegal and does not encourage or advocate illegal activity or the discussion of illegal activities with the intent to commit them;
8. does not encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Sites, or which, as determined by us, may harm Sunset Bay Association or users of the Sites or expose them to liability;
9. will not cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person;
10. give the impression that it originates from or is endorsed by us or any other person or entity, if this is not the case;
11. is not commercial or business-related, and does not advertise or offer to sell any products or services (whether or not for profit), or solicit others (including solicitations for donations and contributions);
12. does not contain a virus or other harmful component, or otherwise tamper with, impair or damage Sunset Bay Association Sites or any connected network, or otherwise interfere with any person or entity's use and enjoyment of the Sunset Bay Association Sites; and
13. complies with all applicable laws, regulations, rules, policies and contractual terms pertaining to your Submission, as well as with the terms and conditions of all Sunset Bay Association Sites to or through which you are posting or otherwise providing your Submission, including age restrictions.

You acknowledge and agree that Sunset Bay Association has the right, but not the obligation, to alter, remove or refuse to post or allow to be posted any Submission (all

without notice to you). Sunset Bay Association takes no responsibility and assumes no liability for any Submission posted by you or any third party. Sunset Bay Association cannot and does not ensure that all users are complying with these provisions, and, as between you and Sunset Bay Association, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

Sunset Bay Association strongly encourages you to minimize the disclosure of any personal data in your Submissions because other people can see and use the personal data in your Submissions. Sunset Bay Association is not responsible for information you choose to communicate via Submissions. If your account is terminated, we may keep a copy of your Submissions for archival purposes, and to use in any litigation to which it might be relevant.

THIRD PARTY SITES AND SERVICES

Sunset Bay Association may include or otherwise utilize third-party plug-ins, links and applications (“apps”) on its Sites. Such third-party plug-ins, links, and apps are not under the control of Sunset Bay Association, and Sunset Bay Association is not responsible for such third-party plug-ins, links or apps, or for any information or materials on or any transmission received from any linked services. The inclusion of a third-party plug-in, link, or app does not imply endorsement by Sunset Bay Association of the third party or any association of Sunset Bay Association with the third-party operators. WE DO NOT ENDORSE ANY THIRD-PARTY PRODUCT OR SERVICE, AND WE ARE NOT RESPONSIBLE FOR THE CONTENT OR RELIABILITY OF ANY THIRD-PARTY PRODUCT OR SERVICE. SUNSET BAY ASSOCIATION PROVIDES SUCH PLUG-INS, LINKS, AND APPS FOR YOUR CONVENIENCE ONLY. YOU ACCESS SUCH PLUG-INS, LINKS, AND APPS AT YOUR OWN RISK.

Sunset Bay Association may make **Personify Pay services** available to you. Such Personify Pay services are third party services subject to this subsection of this Agreement. Without limiting these third party service terms, such Personify Pay services are also subject to the Personify Pay Terms available at <https://www.Sunset Bay Association.com/legal-center/personify-pay-terms>.

Some of our Site content may be provided by third parties. Sunset Bay Association is not responsible for any such third-party content.

PRIVACY AND SECURITY

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

Before using our Sites, you should carefully review the **Privacy Policy** to learn about personal data collected on our Sites, how we process it, how we secure it, with whom we may share it, and how you may exercise any applicable data subject rights.

We have taken reasonable steps to ensure that our Sites are free of computer viruses and other harmful components. Nevertheless, you should install and maintain appropriate anti-virus and other protective software on the devices from which you access and use the Sites. Without limiting any other part of this Agreement, we disclaim all liability for any computer viruses or other harmful or destructive programs that you may download from the Sites.

VALIDITY OF CONTRACT, DISCLAIMER OF WARRANTIES, AND LIMITATIONS OF LIABILITY

You warrant that you have validly entered into this Agreement and have the legal power to do so.

YOU UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITES, THE SUNSET BAY ASSOCIATION CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SITES, IS AT YOUR OWN RISK. SUNSET BAY ASSOCIATION SITES AND SUNSET BAY ASSOCIATION CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. We make no representations or warranties about the accuracy, reliability, availability, completeness, or timeliness of content on our Sites or results to be achieved from using our Sites.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, SUNSET BAY ASSOCIATION SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND REGARDING THE SITES, THE SUNSET BAY ASSOCIATION CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SITES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PURPOSE, TITLE, NON-INFRINGEMENT OF PROPRIETARY OR THIRD-PARTY RIGHTS, FREEDOMS FROM DEFECTS, UNINTERRUPTED USE AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

SUNSET BAY ASSOCIATION DOES **NOT** WARRANT THAT: (1) ANY OF OUR SITES WILL MEET YOUR REQUIREMENTS; (2) OPERATION OF OUR SITES WILL BE UNINTERRUPTED OR VIRUS- OR ERROR-FREE; OR (3) ANY ERRORS WILL BE CORRECTED. WITHOUT LIMITING THE GENERALITY OF THE OTHER LIMITATIONS OF LIABILITY IN THIS AGREEMENT, IF YOUR ACCESS TO OR USE OF SUNSET BAY ASSOCIATION SITES OR SUNSET BAY ASSOCIATION CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT, OR LOSS OF PROFITS OR DATA, SUNSET BAY ASSOCIATION WILL NOT BE RESPONSIBLE FOR THOSE COSTS. ANY ORAL OR WRITTEN ADVICE PROVIDED BY SUNSET BAY ASSOCIATION OR ITS AUTHORIZED AGENTS DOES NOT AND WILL NOT CREATE A WARRANTY.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, WHICH MEANS THAT SOME OR ALL OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

If you are dissatisfied with our Sites, including the content of our Sites, your sole remedy is to discontinue use of our Sites.

YOU AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS IN NO EVENT WILL SUNSET BAY ASSOCIATION, ANY OF ITS SERVICE PROVIDERS, OR ANY THIRD PARTIES REFERENCED ON ANY OF THE SUNSET BAY ASSOCIATION SITES, OR ANY OF OUR OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS (COLLECTIVELY, THE "SUNSET BAY ASSOCIATION PARTIES") BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY OTHER TYPE OF DAMAGES (INCLUDING PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, OR BUSINESS INTERRUPTION), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, SUBMISSIONS, OR THE USE OR ACCESS, OR INABILITY TO USE OR ACCESS, SUNSET BAY ASSOCIATION SITES AND SUNSET BAY ASSOCIATION CONTENT, WHETHER BASED IN WARRANTY, CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE OR OTHERWISE), OR ANY OTHER LEGAL THEORY EVEN IF SUNSET BAY ASSOCIATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF SUNSET BAY ASSOCIATION SITES OR SUNSET BAY ASSOCIATION CONTENT. THIS DISCLAIMER OF LIABILITY WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

IF FOR ANY REASON THE DISCLAIMERS OF WARRANTIES OR LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION IS/ARE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, SUNSET BAY ASSOCIATION'S MAXIMUM AGGREGATE LIABILITY FOR ANY TYPE OF DAMAGES HEREUNDER SHALL BE LIMITED TO \$1,000.

You acknowledge and agree that the above-asserted limitations of liability, together with the other provisions in this Agreement that limit liability, are essential terms and that Sunset Bay Association would not be willing to grant you the rights set forth in this Agreement but for your agreement to the above-asserted limitations of liability.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

INDEMNIFICATION

You agree, at your own expense, to defend, indemnify, and hold harmless the Sunset Bay Association Parties and their respective clients, co-branders, partners, and third-party service providers, from and against all losses, liabilities, claims, actions or demands, including any money damages, expenses, costs of defense, including reasonable legal and accounting fees, brought against Sunset Bay Association by any third party arising from your use of a Sunset Bay Association Site or your violation of any of the terms set forth in this

Agreement, the rights of a third party, or applicable law. This indemnification provision does not apply to the extent prohibited by applicable law.

Sunset Bay Association reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification hereunder. No settlement that affects the rights or obligations of Sunset Bay Association may be made without Sunset Bay Association's prior written approval.

DISPUTE RESOLUTION

Except for any disputes relating to intellectual property rights or obligations, or any infringement claims, all of which shall be governed by United States of America federal law, any dispute between you and Sunset Bay Association and its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates arising from or relating to this Agreement and the interpretation or the breach, termination or validity thereof, shall be governed by and construed and enforced in accordance with the laws of New York State and resolved in a court of competent subject matter jurisdiction in Mayville, New York, regardless of your country of origin or where you access the Sites, and notwithstanding any conflicts of law principles. Sunset Bay Association will provide notice of any such lawsuit by email to the email address you provided when you created your account or by email to an email address you have otherwise provided to Sunset Bay Association; and you must provide notice of any such suit to Sunset Bay Association by email at sunsetbayassociation@yahoo.com.

You and Sunset Bay Association agree that each may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding.

To the extent permitted by applicable law, regardless of any statute or law to the contrary, notice on any claim arising from or related to this Agreement must be made within one (1) year after such claim arose or be forever barred.

YOUR RIGHTS AND OBLIGATIONS ARE NOT TRANSFERABLE

This Agreement and your rights and obligations under it are not transferable by you to any other person. We may transfer our rights and obligations to the acquirer upon any sale of all or a part of our business.

UPDATES TO MOBILE APPLICATIONS

We may from time to time (in our sole discretion) develop and provide updates for our mobile applications, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Sunset Bay Association has no obligation to provide any updates or to continue to provide or enable any particular features or functionality.

Based on your mobile device settings, when your mobile device is connected to the Internet either: (a) the updates will automatically download and install; or (b) you may receive notice of or be prompted to download and install available updates.

Promptly download and install all updates. If you do not, portions of Sunset Bay Association Sites may not properly operate. You further agree that all updates will be deemed part of Sunset Bay Association Sites and be subject to all terms and conditions in this Agreement.

ELECTRONIC CONTRACTING

Your affirmative act of using and/or registering for Sunset Bay Association Sites constitutes your consent to enter into agreements with us electronically.

GEOGRAPHIC RESTRICTIONS/EXPORT CONTROLS

You acknowledge that for legal or operational reasons you may not be able to access Sunset Bay Association Sites or Sunset Bay Association Content in your jurisdiction. You are responsible for compliance with all local laws, including local laws regarding the import, export, or re-export of Sunset Bay Association Content.

Sunset Bay Association Sites may be subject to export control laws in certain countries. You agree you will comply with such laws and regulations, and you will not, directly or indirectly, export, re-export or release Sunset Bay Association Sites to, or make Sunset Bay Association Sites accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You further agree you will comply with all applicable laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making Sunset Bay Association Sites available. Additionally, by downloading any content from Sunset Bay Association Sites, you are agreeing that you are not in a country to which such export is prohibited.

FEES AND REFUNDS

Fees charged for using the Sites are payable in the amounts and in the manner described on the Sites. [Our Billing and Refund Policy](#) is also described on the Sites.

TERMINATION

At its sole discretion, without notice, Sunset Bay Association may modify or discontinue Sunset Bay Association Sites, or may modify, suspend, or terminate your account, with or without notice to you, at any time for any reason or no reason, without liability to Sunset Bay Association or to any third party. For example, your Account may be cancelled and your access to Sunset Bay Association Sites denied, with or without notice, if you breach or facilitate or permit any breach or violation of this Agreement or if your account is in arrears. As another example, Sunset Bay Association may terminate your Account and your ability to use Sunset Bay Association Sites, with or without notice, if Sunset Bay Association has reason to believe that you have provided untrue, incomplete or inaccurate information, or have otherwise failed to comply with this Agreement or any applicable Additional Terms.

You agree to return or destroy any copies of any Sunset Bay Association Content you have made if we ask you to do so.

Termination of your account will not limit any of Sunset Bay Association's other rights or remedies. This Agreement will expressly survive, and will still be in effect, despite any such modification, discontinuation, suspension, and/or termination.

We also may remove any content you post on the Sites, or that your Audience posts on the Sites in relation to your account, for cause under this Agreement, or for any other reason and at any time.

EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by events outside our reasonable control.

OTHER AGREEMENTS

If there is any conflict between this Agreement and any other written and fully-signed agreement between you or your business and Sunset Bay Association, the latter agreement will prevail.

CLAIMS OF COPYRIGHT INFRINGEMENT

Sunset Bay Association respects intellectual property rights of others and complies with the provisions of the Copyright Law of the United States.

If you have a good faith belief that your work has been copied in a way that constitutes copyright infringement or that your intellectual property rights otherwise have been violated in or through Sunset Bay Association Sites, send your claim or notice of infringement to Sunset Bay Association at sunsetbayassociation@yahoo.com.

Your notification must include the following information:

1. a legend or subject line that says: "Intellectual Property Infringement Notice";
2. state the claimant's full name, e-mail address, telephone number and address;
3. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the intellectual property, its agent, or the law;
4. a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the owner of the intellectual property at issue (or, if you are not the owner, then your statement must indicate that you are authorized to act on the behalf of the owner of the intellectual property that is allegedly infringed);
5. identify the copyright material that is alleged to have been infringed and the claimant's interest or right with respect to that material;

6. specify the location data (e.g. the web address or Internet address associated with the alleged infringement);
7. specify the infringement that is alleged;
8. specify the date and time of the alleged infringement; and
9. your electronic signature.

INFORMATION FOR CALIFORNIA RESIDENTS

1. Under California Civil Code Section 1789.3, we are required to provide California residents with the following specific consumer rights information:
2. Sunset Bay Association Sites are owned by Sunset Bay Association, Inc., PO Box 131, Irving, NY 14081, United States of America.
3. Fees charged for the use of Sunset Bay Association Sites are payable in the amounts and in the manner described on the Sites, as set forth in the Fees and Refunds section of the Agreement;
4. To file a complaint regarding Sunset Bay Association Sites or to receive further information regarding use of Sunset Bay Association Sites, please send a letter to Sunset Bay Association, Inc., Attn: Privacy Support, PO Box 131, Irving, NY 14081, or contact us via email at sunsetbayassociation@yahoo.com (with "California Resident Request" as the Subject Line). You also may contact the Complaint Assistance Unit of the Division of Consumer Services of California's Department of Consumer Affairs in writing at 400 R Street, Suite 1080, Sacramento, California 95814 or by telephone at 916.445.1254 or 800.952.5210.

MISCELLANEOUS PROVISIONS

1. A party's failure to insist on the strict performance of any term of this Agreement or to exercise any right or remedy in this agreement will not be construed as a waiver of that term, right or remedy.
2. If any portion of this Agreement is invalid or unenforceable, the invalidity or unenforceability will attach only to that portion of the agreement, and the remainder of the Agreement will remain in full force and effect.
3. This Agreement will bind and benefit each party and its successors, assigns, trustees, administrators, heirs and personal representatives
4. Nothing contained in this Agreement will be deemed to constitute Sunset Bay Association or you as the agent or representative of the other or as joint venturers or partners.
5. Headings and captions are for convenience only and shall not be binding on either party.

ENGLISH LANGUAGE

The parties consent that the Agreement and all documents, notices and judicial proceedings entered into, given or instituted pursuant hereto, or relating directly or indirectly pursuant hereto, be in the English language.

Any versions of this Agreement in any other language will be for accommodation only and will not be binding upon either party.

QUESTIONS

If you have questions about this Agreement, you can contact us at by email at sunsetbayassociation@yahoo.com or by mail at Sunset Bay Association, Inc., Attn: Privacy Support, PO Box 131, Irving, NY 14081.