

## **Terms and Conditions for Prescottfoothills.com**

### **Website owner, the offering, and binding of Terms**

This website is owned and operated by Prescottfoothills.com. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers Foothills Property Owners Association members information regarding their Association and once a year, the opportunity to pay their annual assessment via credit card.. By accessing or using the website of our service, you certify that you have read, understood, and agree to be bound by these Terms.

### **Who can use our website; what are the requirements to create an account**

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

### **Key commercial Terms offered to customers**

When paying FPOA dues with a credit card, you agree that: (i) you are responsible for reading the full item listing before paying: (ii) you enter into a legally binding contract to pay your dues when you complete the check-out payment process.

The prices we charge for using our services are listed on the website. We reserve the right to change our dues displayed per our CC&Rs, and to correct pricing errors that may inadvertently occur. Additional information about pricing is available on the payments page.

“The fee for the services and any other charges you may incur in connection with your use of the service, such as possible transaction fees, will be annotated on the product page.

### **Return and refund policy**

As this portal is used solely to facilitate paying annual assessments, there is no return policy. If you have problems with the payment process and are double charged, you can contact [prescottfoothillshoa@gmail.com](mailto:prescottfoothillshoa@gmail.com) for assistance.

### **Retention of right to change offering**

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

## **Ownership of intellectual property, copyrights and logos**

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of prescottfoothills.com. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

## **Right to suspend or cancel user account**

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

## **Indemnification**

To the maximum extent permitted by applicable law, in no event shall prescottfoothills.com, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

## **Limitation of liability**

To the maximum extent permitted by applicable law, prescottfoothills.com assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

## **Right to change and modify Terms**

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

### **Promotional emails and content**

You agree to receive from time-to-time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

### **Preference of law and dispute resolution**

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Arizona, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Prescott, Arizona. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.