MCLEAN GARDENS CONDOMINIUM ASSOCIATION WEBSITE TERMS OF USE POLICY Adopted by the McLean Gardens Board of Directors, June 24, 2010.

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern our relationship with you in relation to this website. If you do not accept these Terms and Conditions you must immediately stop using this website.

Privacy

We are committed to keeping your personal information private. Except as provided in our Privacy Policy, the McLean Gardens Condominium Association (MGCA) will not sell, distribute, or share any personal information you provide. Any personal information we possess will be used for the sole purpose of administering the relationship between you and MGCA. Please see our Privacy Policy for further details. [link to Privacy Policy]

Disclaimer

MGCA makes no representations as to the accuracy or any other aspect of information contained in our website. In no event will MGCA, its related users, officers, owners, vendors or employees thereof be liable to you or anyone else for any decision made or action taken in reliance on the information in this website or for any consequential, special or similar damages, even if advised of the possibility of such damages. Always exercise proper care by consulting with appropriate professionals. The contents of the Website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

• The content of the pages of this website is for your general information and use only and nothing on our site shall be construed to add or modify terms to any existing or future agreements with MGCA. These terms are subject to change without notice.

• Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

• Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

• This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the text, design, layout, look, appearance and graphics. All rights are reserved by MGCA or its licensors, and you agree not to copy, reproduce, download, disseminate, publish, or transfer content in any form or by any means, except with our prior written permission, or as permitted by us in a separate written agreement.

• All trademarks reproduced in this website, which are not the property of, or licensed to

MGCA, are acknowledged on the website.

• Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense.

Prohibited Uses

You will use the website solely for your personal, noncommercial use. Prohibited uses of this website shall include, but not be limited to:

• Copying/Duplicating any content or images found on this website except for personal, noncommercial use or infringing, misappropriating, or otherwise violating any copyright, trademark, patent, right of publicity or privacy, or other intellectual property or proprietary rights of any person or entity.

• Unauthorized distribution or sharing of passwords and/or access or otherwise violating or attempting to violate the security of this website.

• Attempting to impersonate any person associated with MGCA or otherwise engaging in fraudulent activity of any kind.

• Any activity which adversely affects the ability of others to use this website as it is intended.

• Using the website for unlawful purposes or in any manner that may be considered objectionable, such as by using the website to upload, post, display, or otherwise transmit any content that is false, harmful, threatening, abusive, harassing, defamatory, obscene, pornographic, libelous, criminal or invasive of another's privacy.

Passwords

You will be assigned an account and password in order to access certain areas of this website. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to immediately notify MGCA of any unauthorized use of your password or account or any other breach of security. MGCA cannot and will not be liable for any loss or damage arising from your failure to comply with this section. MGCA reserves the right to terminate your access and account at any time without notice for any reason whatsoever.

User Submissions

Any information, data, text, photos or content submitted for posting on this website (the "Content") will be considered non-confidential and non-proprietary and you warrant and represent that your submitted item is your own original work, that you alone own copyright, that it is an authentic and accurate depiction of the subject matter presented and that no other party has any right, title, claim or interest. The MGCA will have no obligations with respect to such submissions. MGCA and its designees will be free to copy, disclose, publish, distribute, reproduce, incorporate and otherwise use your submission. If you believe that any submission is in violation of these terms, please contact the website administrator,

webadmin@mcleangardens.com.

Governing Law

Any dispute with respect to our website shall be governed by the laws of the District of Columbia, excluding its conflicts of laws rules. All visitors to our website submit to the exclusive jurisdiction of the local and/or federal courts of the District of Columbia.

Miscellaneous

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

Should you have any questions, please contact the website administrator, webadmin@mcleangardens.com.