

Lake Carroll Association (LCA) provides certain online services ("Online Services") to its paid licensees ("Customers") via its web site, [www.LakeCarrollAssociation.com](http://www.LakeCarrollAssociation.com). Certain portions of [www.LakeCarrollAssociation.com](http://www.LakeCarrollAssociation.com), other than the Online Services, are available to both Customers and the general public. The publicly available portions of the [www.LakeCarrollAssociation.com](http://www.LakeCarrollAssociation.com) web site (collectively, the "Lake Carroll Association Site") as well as the more private member areas, are subject to the following terms and conditions ("Terms of Use").

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE LAKE CARROLL ASSOCIATION SITE.**

By using the Lake Carroll Association Site, you signify your agreement to the following Terms of Use and to comply with all applicable laws and regulations, including export and re-export control laws and regulations. If you do not agree to these Terms of Use, please do not use the Lake Carroll Association Site. Lake Carroll Association's obligations with respect to its products and services are governed solely by the agreements under which they are provided. If you obtain a product or service from Lake Carroll Association off the Lake Carroll Association Site that is provided without an agreement, that product or service is provided "AS-IS" with no warranties whatsoever, express or implied, and your use of that product or service is at your own risk. Nothing in these Terms of Use supersedes, waives, or excuses performance of the terms of any agreement for the use of any Lake Carroll Association product or service.

**Ownership; Copyright, Service mark and Trademark Notices.**

Lake Carroll Association and its affiliates ("Lake Carroll Association," "we," "us" and "our") own and operate the Lake Carroll Association Site. All information, text, graphics, software, and other content that make up the Lake Carroll Association Site ("Materials") are the property of Lake Carroll Association or its licensors. You acknowledge that certain Materials available on the Lake Carroll Association Site are protected by service mark, copyright, trademark, patent, or other intellectual property rights of Lake Carroll Association and its licensors. Except as expressly provided, nothing within the Lake Carroll Association Site or Materials shall be construed as conferring any license under any of Lake Carroll Association's or its licensors' intellectual property rights, whether by estoppels, implication, waiver, or otherwise.

You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any Materials from the Lake Carroll Association Site without the prior expressed written permission of Lake Carroll Association. Any other use of the Materials for any other purpose is a violation of these Terms of Use and Lake Carroll Association's or its licensors' copyright and other intellectual property rights. Lake Carroll Association provides no assurances that any reported problems may be resolved with the use of any information that Lake Carroll Association provides. Use of any such Material on any other web site or networked computer environment is strictly prohibited.

All trademarks, service marks, and trade names appearing in the Lake Carroll Association Site are the property of Lake Carroll Association or the respective owners of such marks or names, and are protected by U.S. and international copyright and trademark laws. You agree not to defame or disparage Lake Carroll Association and its trademarks, service marks, and trade names, or any other aspect of the Lake Carroll Association Site or the Materials. Any use of any of the trademarks, service marks, or trade names appearing throughout the Lake Carroll Association Site without the express written consent of Lake Carroll Association or the owner of the mark or name, as applicable, is strictly prohibited.

In using the Lake Carroll Association Site, you further agree you will: (1) not hold yourself out as in any way sponsored by, affiliated with, or endorsed by Lake Carroll Association or its service providers; and (2) not access, copy, or download portions of the Lake Carroll Association Site that are not intended for the public, including, but not limited to, any software and programs used in connection with the Lake Carroll Association Site and the Materials.

Any rights not expressly granted in these Terms of Use are reserved.

**Lake Carroll Unsolicited E-mail Policy.**

Lake Carroll does not authorize the harvesting or collection of personal member information from the Lake Carroll Association website for the purpose of sending unsolicited e-mail. Lake Carroll reserves the right to take all legal and technical steps available to prevent unsolicited e-mail or other unauthorized use of membership directory information. Unauthorized use of the Lake Carroll Association website in connection with the transmission of unsolicited e-mail, may result in, but not be limited to, immediate revocation of member privileges against the "Sender" and/or "Harvester".

**Spidering, Monitoring, and Interference.**

You agree you will: (1) not use any robot, spider, other automatic device, or manual process to monitor or copy the pages of the Lake Carroll Association Site or the Materials contained herein without the prior expressed written permission of Lake Carroll Association; (2) not use any device, software or routine to interfere or attempt to interfere with the proper working of the Lake Carroll Association Site; and (3) not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Such activities shall result in, but not be limited to, immediate revocation of member privileges against the offender.

**Third-Party Products and Services, Sites; Links.**

The Lake Carroll Association Site may refer to products and services from various independent third parties ("Third-Party Products and Services"). The Lake Carroll Association Site may also contain links to web sites operated by parties other than Lake Carroll Association. Lake Carroll Association provides this information and these links for your reference and convenience only. By including Third-Party Products and Services and links to third-party web sites, Lake Carroll Association does not imply any endorsement or recommendation of such Third-Party Products and Services, web sites or their contents, or any association with such third parties. Lake Carroll Association has no authority or control over, and is not responsible for, the operation, performance, availability, content, or other aspects of any Third-Party Products and Services or web sites or the Internet.

**Unsolicited Idea Submission Policy.**

Lake Carroll Association does not want to receive confidential or proprietary information from you through the Lake Carroll Association Site. Please note that any information or material sent to Lake Carroll Association will be deemed NOT to be confidential. By sending Lake Carroll Association any information or material, you grant Lake Carroll Association an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and you also agree that Lake Carroll Association is free to use any ideas, concepts, know-how or techniques that you send us for any purpose. However, we will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) we obtain your permission to use your name; or (b) we first notify you that the materials or other information you submit to a particular part of this site will be published or otherwise used with your name on it; or (c) we are required to do so by law. See Lake Carroll Association Privacy Policy.

**Changes.**

Lake Carroll Association reserves the right to modify, suspend, or discontinue any portion of the Lake Carroll Association Site and Materials at any time, with or without notice. Lake Carroll Association reserves the right to modify any part of these Terms of Use at any time. Any modifications shall be effective upon posting to the Lake Carroll Association Site. You agree to review these Terms of Use periodically so that you are aware of any such modifications. Your continued use of the Lake Carroll Association Site after any such modifications have been posted shall be deemed to be your acceptance of any modifications to the Terms of Use. If, at any time, the Terms of Use are not acceptable to you, you should immediately cease use of the Lake Carroll Association Site. You agree that the above-stated standard for notice of modifications is reasonable.

**DISCLAIMERS.**

THE LAKE CARROLL ASSOCIATION SITE AND THE MATERIALS IT CONTAINS ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LAKE CARROLL ASSOCIATION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY LAKE CARROLL ASSOCIATION, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. LAKE CARROLL ASSOCIATION DOES NOT WARRANT THAT THE LAKE CARROLL ASSOCIATION SITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU (AND NOT LAKE CARROLL ASSOCIATION) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

LAKE CARROLL ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING (1) THE CURRENCY, CORRECTNESS, COMPLETENESS, RELIABILITY, SUITABILITY, AVAILABILITY, OR OPERATION OF THE LAKE CARROLL ASSOCIATION SITE AND THE MATERIALS; (2) YOUR USE OF THE LAKE CARROLL ASSOCIATION SITE OR MATERIALS; OR (3) ANY THIRD-PARTY PRODUCTS AND SERVICES YOU MAY OBTAIN OR ANY THIRD-PARTY WEB SITE YOU MAY ACCESS THROUGH THE LAKE CARROLL ASSOCIATION SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**LIMITATION OF LIABILITY.**

IN NO EVENT WILL LAKE CARROLL ASSOCIATION, ITS SUPPLIERS, OR LICENSORS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES AND EACH OF THEM BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATED TO YOUR OR ANY THIRD PARTY'S CLAIMS (INCLUDING, BUT NOT LIMITED TO, RELIANCE ON OR THE USE OF, DELAY IN BEING ABLE TO USE, OR INABILITY TO USE, THE LAKE CARROLL ASSOCIATION SITE, THE MATERIALS IT PROVIDES, OR ANY OTHER HYPERLINKED WEB SITE OR ANY THIRD-PARTY PRODUCTS OR SERVICES) REGARDLESS OF LEGAL THEORY, EVEN IF LAKE CARROLL ASSOCIATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH LAKE CARROLL ASSOCIATION, ITS SUPPLIERS, AND ITS LICENSORS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES AND EACH OF THEM MAY INCUR FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED \$100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES LIABILITY DESPITE THIS EXCLUSION AND LIMITATION.

**Indemnity.**

You agree to indemnify and hold harmless Lake Carroll Association, its suppliers and licensors, their respective officers, directors, employees, agents, and affiliates, and each of them from any third-party claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the Lake Carroll Association Site or any Materials it contains; any Third-Party Products or Services or third-party web sites; your failure to comply with these Terms of Use; your infringement, violation, or misappropriation of any third-party rights or any applicable law or regulation.

**Jurisdiction.**

Any offer for any travel programs, services, or products made in the Materials is void where prohibited. The Lake Carroll Association Site is controlled and operated by Lake Carroll Association from its offices within the State of Illinois, United States of America. Lake Carroll Association makes no representation that Materials in the Lake Carroll Association Site are appropriate or available for use in other

## Lake Carroll Association Website Terms of Use

locations. Those who choose to access the Lake Carroll Association Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Use of the Lake Carroll Association Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including without limitation this paragraph.

### **General.**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of law principles. Lake Carroll Association's performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use shall derogate Lake Carroll Association's right to comply with law enforcement requests or requirements relating to your use of the Lake Carroll Association Site or information provided to or gathered by Lake Carroll Association with respect to such use. If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. The Lake Carroll Association Privacy Policy is part of these Terms of Use. These Terms of Use constitute the entire agreement between the parties relating to the subject matter herein, and replace all prior or contemporaneous communications, oral or written.

Date Last Modified: June 2008