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Any information or materials you transmit, upload or otherwise submit to any River Falls Homeowners Association of Roswell, Inc. site (including, without limitation, comments, reviews, postings to chat, email messages or materials directed to any Forum, as the term is defined below) or any creative suggestions, ideas, notes, drawings, concepts or other information sent to the Association via our website or other means of transmission or delivery, shall be collectively referred to as "Submissions." If you transmit or otherwise deliver Submissions to the Association, you grant the Association a nonexclusive, royalty-free, perpetual, irrevocable (for the longest period permitted under law) license (with the right to sublicense and assign) to use, reproduce, modify, adapt, publish, translate, publicly perform and display, transmit, make, sell, create derivative works from and distribute such Submissions or incorporate such Submissions into other works in any form or medium and through any means or modes of distribution or technology now known or hereafter developed. You hereby agree and represent to the Association that you own or have been granted the necessary intellectual property and other rights in the Submissions (including, without limitation, a waiver of any applicable moral rights) to grant such license to the Association, that no such Submissions are, or shall be, subject to any obligation of confidence on the part of the Association and that the Association shall be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, the Association shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.

FORUMS AND PUBLIC COMMUNICATION

"Forum" means a chat area, message board, email function or other function which allows you to transmit or submit material to a River Falls Homeowners Association of Roswell, Inc. site for display, storage or distribution, offered as part of any Association site or by an affiliated company/organization and/or service provider of the Association. Where the Forum is provided on a site other than the Association's site, you will be bound by the terms of service and privacy policy of the site you have linked to.

In addition, you must note and agree that you will not use a false email address, impersonate any person or entity or otherwise mislead others as to the source of origin of a Submission.

The Association reserves the right to remove or edit content from any Association Forum at any time and for any reason but does not regularly review posted Submissions.

Any material transmitted, submitted or otherwise delivered to a Forum shall constitute a Submission and is hereby governed by the terms applicable to Submissions as described herein.

When participating in a Forum, never assume that people are whom they say they are, know what they say they know, or are affiliated with whom they say they are affiliated with in any chat room, message board or other user-generated content area. Information obtained in a Forum may not be reliable, and the Association is not responsible for the content or accuracy of any information.

Please note that this is a moderated group, meaning that all comments will be reviewed for appropriate content and the Association, in its sole discretion, reserves the right to determine which comments are acceptable for this page. The views of participants commenting on this site, including Association directors, officers and agents, do not necessarily represent the views of the Association.

We welcome your comments, questions and constructive discussions on this forum. Please show respect to those who will read your comments. The Association:

1. Requires that all members of the forum be members of the Association.
2. Will review posted comments, but cannot commit to replying to all comments and/or moderating all discussions on this forum.
3. Expects posted comments to be relevant to the section they are posted to.
4. Reserves the right to edit or remove comments and postings, in whole or in part, for any reason, including those that:

- Express racist, hateful, sexist, homophobic, slanderous, insulting, abusive, discriminatory or threatening messages;
- Are not directly related to Association matters;
- Are offensive, aggressive, coarse, violent, obscene, or pornographic in tone;
- Are offensive to an individual or an organization, rude in tone, are potentially defamatory and/or libelous or are otherwise abusive, as judged in the sole discretion of the Board;
- Are not sent by the author; put forward for advertising purposes and/or are written in a language other than English;
- Are unintelligible, or otherwise inconsistent with the purposes of this forum;
- Are repetitive or spamming of threads;
- Contain the personal information or images of anyone but yourself;
- Contain any unnecessary personal information such as your address or phone number or specific details on a pending violation or collections matter or other dispute with the Association;
- Post or distribute any software or other materials which contain a virus or other harmful component;
- Attempt to advertise or sell to, or solicit, others;
- Advocate illegal activity or discuss illegal activities with the intent to commit them;
- Post or distribute any material that infringes and/or violates any right of a third party or any law;
- Are in any way contrary to law, including but not limited to copyright and trademark law.

Any user acting contrary to these rules may be temporarily or permanently excluded from this forum.

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River Falls Homeowners Association of Roswell, Inc. may provide your credit card number, billing and shipping information to participating merchants from whom you buy goods or services and financial institutions pursuant to transactions with the Association. The merchants are solely responsible for how they use that information and any other information they independently acquire from you or about you. Otherwise, the Association does not share your credit card information with anyone else. For more information, please read our Privacy Policy.

To protect the security of your credit card information, the Association employs the industry-standard Secure Sockets Layer (SSL) technology. The Association also encrypts your credit card number when the Association stores your order and whenever the Association transfers that information to participating merchants.

INDEMNIFICATION

You are entirely responsible for maintaining the confidentiality and security of your Account Information and for all activities that occur under your account. You agree to indemnify, defend and the Association, the Association's subsidiaries and other affiliated companies/organizations, contractors, agents, partners, and sponsors and their respective officers, directors, volunteers, employees and agents harmless from and against any third-party claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including, but not limited to, the costs of collection, reasonable attorney's fees and other reasonable costs of defense or enforcing your obligations hereunder) resulting from or arising out of any breach of any of your representations or misuse of this or any other Association site or of any site linking to this or any other Association site. You shall use your best efforts to cooperate with us in the defense of any claim.

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NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the Service Provider's Designated Agent.

Notification must be submitted to the following Designated Agent:

River Falls Homeowners Association of Roswell, Inc.
c/o Heritage Property Management Services, Inc.
500 Sugar Mill Rd, Building B, Suite 200
Atlanta, Georgia 30350

To be effective, the notification must be a written communication that includes the following:

- 1 A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 2 Identification of the copyrighted work claimed to have been infringed or multiple copyrighted works at a single online site are covered by a single notification, and a representative list of such works at that site;
- 3 Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- 4 Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, a telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

- 5 A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- 6 A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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