

AGREEMENT AND TERMS OF USE

WHEREAS. All documents, files or other data accessible on or through the Bent Creek Homeowners Association ("BCHA") website (the "Website"), including, but not limited to, this page, linked pages, advertisements and subpages (the, "Information") of the is provided for the benefit and promotion of such residential development.

IN CONSIDERATION OF the premise and by proceeding to use the Website, you are representing that you have read and agree to be bound by the following terms and conditions.

1. **DISCLAIMER.** THIS WEBSITE AND THE INFORMATION ON THE WEBSITE AS WELL ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, RELIABILITY, OMISSIONS, COMPLETENESS AND CURRENTNESS.

2. **RELEASE OF LIABILITY.** You, on behalf or yourself, your heirs, executors and assigns, hereby unconditionally release BCHA, its officers, members, agents and employees from any and all claims for damages, including lost profits or other consequential, exemplary, incidental, indirect or special damages, relating in any way to your use of the information accessible on or through the Website, including, but not limited to, claims arising out of or related to electronic access or transmission of data or viruses.

3. **INDEMNIFICATION.** You, on behalf or yourself, your heirs, executors and assigns, hereby covenants and agrees to hold BCHA, its officers, agents and employees harmless from any and all claims for damages, including lost profits or other consequential, exemplary, incidental, indirect or special damages, relating in any way to your use of the information accessible on or through the Website, including, but not limited to, claims arising out of or related to electronic access or transmission of data or viruses.

4. **THIRD PARTIES.** Any advertisement, text, listing or link referring to other web pages or sites, does not constitute an endorsement of or support for such other web page or site, its organization, products, services or information; and, no representation is made concerning such web page as to its content, suitability or any other warranty, as disclaimed herein.

5. **ENFORCEABILITY.** The forgoing shall be construed as broadly and inclusively as permitted under Nebraska law or any other applicable law. In the event that any provision of the forgoing is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions herein shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

6. **MODIFICATION.** BCHA may modify, remove, terminate, change, suspend or discontinue any aspect of, or Information in regard to, the Website, including the availability of any features of the Website, at any time without notice, in its sole discretion.

7. **GENERAL.** BCHA reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms of Use in whole or in part, at any time without notice; you should periodically revisit the Website to review the current terms and conditions by which you are bound. Changes in these Terms of Use will be effective when posted. Your continued use of the Website after any changes to these Terms of Use are posted will be considered acceptance of the changes. Paragraph headings used herein are included solely for the convenience of the reader, and shall have no significance in the interpretation of this Agreement.

8. **GOVERNING LAW.** The forgoing shall be governed by, and construed and enforced in accordance with the laws of the State of Nebraska, without regard to the conflict of laws provisions contained therein, and any such action shall be pursued in the courts of Douglas County, Nebraska.

9. **ENTIRE AGREEMENT.** The forgoing Terms of Use constitute the entire agreement between BCHA and you in connection with your use of the Website.