

## Palmetto Bluff Members Only Terms of Use Agreement

Access to and use of the Palmetto Bluff Members Only web site and the content and services available through the Palmetto Bluff Members Only web site (“Palmetto Bluff Members Only”) is subject to the following Terms of Use Agreement (the “Agreement”).

PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING ON THE “I ACCEPT” BUTTON AND COMPLETING THE REGISTRATION PROCESS OR BY USING PALMETTO BLUFF MEMBERS ONLY, YOU ARE AGREEING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN, PLEASE DO NOT COMPLETE THE REGISTRATION PROCESS OR USE PALMETTO BLUFF MEMBERS ONLY.

### **Scope**

This Agreement applies to your access to and use of Palmetto Bluff Members Only. Palmetto Bluff Members Only is owned and operated by Palmetto Bluff Preservation Trust, Inc. (“Provider”). This Agreement does not apply to your use of unaffiliated sites to which Provider only links or to any sites owned or operated by Palmetto Bluff, LLC or its affiliates. You acknowledge and agree that neither Palmetto Bluff, LLC, nor its affiliates are responsible in any way for the development, hosting, management, monitoring, content, operation or support of Palmetto Bluff Members Only.

### **Description of Palmetto Bluff Members Only**

Palmetto Bluff Members Only provides the Palmetto Bluff community and its members with access to a wide array of online resources, various communications tools, online forums, personalized content and branded programming. Palmetto Bluff Members Only may be accessed and used solely by the Palmetto Bluff community and its members. Provider may terminate, modify, or temporarily discontinue Palmetto Bluff Members Only or any of the services, features or tools available through Palmetto Bluff Members Only at any time. You agree that Provider will not be liable for any termination, modification, or temporary discontinuance of Palmetto Bluff Members Only.

In order to use Palmetto Bluff Members Only, users must obtain access to the World Wide Web, either directly or through devices that access Web-based content, and pay any fees associated with such access. In addition, users need all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

### **Registration**

You agree to: (a) provide true, accurate, current, and complete information about yourself on all registration forms and (b) maintain and promptly update your registration information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Provider has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Provider has the right to suspend or terminate your account and refuse any and all current or future use of Palmetto Bluff Members Only.

We are concerned about the safety and privacy of all of our users, particularly children. For this reason, parents who wish to allow their children access to Palmetto Bluff Members Only must expressly add the children to the account and indicate the names and ages of the children upon registration. When you add

your child to your account, you certify that you are at least 18 years old and that you are the legal guardian of the child/children listed in your registration information. By adding a child to your account, you give your child permission to access all of the services available through Palmetto Bluff Members Only, including message boards, clubs, instant messages and chat (among others). Please remember that Palmetto Bluff Members Only is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the services and/or Content (as defined below) available through Palmetto Bluff Members Only are appropriate for your child.

### **Access Information**

In order to access all of the content and services available through Palmetto Bluff Members Only, you must use the user name and password issued to you by Provider (“Access Information”). You may not transfer your Access Information to any third party, and you may not permit anyone (other than family members included on your account) to access or use Palmetto Bluff Members Only by using your Access Information. You are solely responsible for maintaining the privacy and confidentiality of your Access Information and any usage and activities that occur through use of your Access Information, whether or not you are the individual who undertakes such usage and activities. You agree to immediately notify Provider of any actual or suspected unauthorized use of your Access Information or any other breach of security.

### **Restrictions on Use of Content**

All materials appearing on Palmetto Bluff Members Only, including but not limited to text, graphics, names, logos, service marks and trademarks, and information contained on any linked sites (collectively, the “Content”), are the property of Provider or the party credited as the provider of the content and are protected by United States and international copyright, trademark, and other intellectual property laws. You may access, download and print Content on Palmetto Bluff Members Only solely for your own personal and noncommercial use, provided, however that any print-outs of any Content must include all copyright and other proprietary notices. No right, title or interest in or to any of the Content is transferred to you. You may not copy, publish, distribute, sell, display, transmit, adapt, modify, create derivative works of, or in any way exploit any Content. To request our permission, you may click the Help Me link on Palmetto Bluff Members Only. You must follow and observe all additional copyright notices or other restrictions contained on Palmetto Bluff Members Only.

### **Links**

Palmetto Bluff Members Only may provide, or third parties may provide, links to other World Wide Web sites. Because Provider has no control over such sites, you acknowledge and agree that Provider is not responsible for the availability of such sites, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites. We are not a party to, and do not monitor, any transaction between users and third party providers of products or services. You acknowledge and agree that Provider shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site.

### **Member Conduct**

You agree not to use Palmetto Bluff Members Only to:

- Upload, post, email, or otherwise transmit any content that is harmful, threatening, abusive, harassing, false, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable or otherwise violates any applicable law;
- Upload, post, email, or otherwise transmit any content that is harmful to minors in any way;
- Impersonate any person or entity, including, but not limited to, any Provider forum leader, guide, or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through Palmetto Bluff Members Only;
- Upload, post, email, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Upload, post, email, or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- Upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation, except in those areas (such as classifieds) that are designated for such purpose;
- Upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- Disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of Palmetto Bluff Members Only are able to type, or otherwise act in a manner that negatively affects other users’ ability to engage in real time exchanges;
- Interfere with or disrupt any services available through Palmetto Bluff Members Only or servers or networks connected to Palmetto Bluff Members Only, or disobey any requirements, procedures, policies, or regulations of networks connected to Palmetto Bluff Members Only;
- Intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
- “Stalk” or otherwise harass another; or
- Collect or store personal data about other users.

### **Interactive Forums; Monitoring**

An “interactive forum” means any message board, chat room, or similar interactive service appearing on Palmetto Bluff Members Only. You must comply with instructions that you will find on Palmetto Bluff Members Only in order to contribute to any interactive forum.

We are not responsible for material appearing in any interactive forum on Palmetto Bluff Members Only, except for material signed by an identified representative of Provider acting within the scope of their responsibilities. We shall have no obligation to monitor or screen any material posted by users for libel, obscenity, invasion of privacy, copyright or trademark infringement, accuracy, or for any other reason. However, we retain the right to monitor, modify and/or remove messages or other material from time to time that we, in our sole discretion, consider infringing, offensive, abusive, defamatory, obscene, in violation of this Agreement, or otherwise unacceptable. We also reserve the right to edit materials for any other reason. Whether or not we modify or remove such material, users remain solely responsible for the content of their messages or postings.

You acknowledge and agree that Provider may preserve posted materials and may also disclose such posted materials and other information (including your personal information) if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any materials violate the rights of third parties; or (d) protect the rights, property, or personal safety of Provider, Provider's employees and agents, the Palmetto Bluff Members Only users, and the public.

By posting any materials on Palmetto Bluff Members Only, you warrant that you are the owner of such content (or have been granted all rights necessary from the owner to post such content) and that any "moral rights" in posted materials have been waived. By posting materials on Palmetto Bluff Members Only, you give (or warrant that the owner of such rights has expressly granted) Provider the perpetual, nonexclusive, worldwide, royalty-free right to use your questions, comments, and other posted materials, in their original or edited form, in articles, commentaries, or in any other medium now known or later developed.

### **No Resale of Service**

You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of Palmetto Bluff Members Only, use of Palmetto Bluff Members Only, or access to Palmetto Bluff Members Only.

### **Modifications**

We reserve the right to modify this Agreement or Palmetto Bluff Members Only at any time. You should check this Web page periodically for changes to the Agreement. Any changes to this Agreement shall be effective immediately upon posting. By using Palmetto Bluff Members Only after we post any changes to this Agreement, you agree to be bound by those changes, whether or not you have reviewed them. If any change to this Agreement or Palmetto Bluff Members Only is unacceptable to you, your only recourse is to terminate your use of Palmetto Bluff Members Only.

### **Termination**

We may terminate, at our discretion, the registration and access privileges of any user who violates any of the terms and conditions of this Agreement.

### **Copyright Complaints**

We respect the intellectual property rights of others and require that the people who use Palmetto Bluff Members Only do the same. In appropriate circumstances, we reserve the right to terminate the registration and access privileges of any user who uses Palmetto Bluff Members Only to engage in copyright infringement. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide PROVIDER's Copyright Agent with the following information: 1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; 2. a description of the copyrighted work or other intellectual property that you claim has been infringed; 3. a description of where the material that you claim is infringing is located on the site; 4. your address, telephone number, and email address; 5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; 6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the

copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

PROVIDER's designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act of 1998 can be reached as follows: Palmetto Bluff Preservation Trust, Inc., 147 Old Palmetto Bluff Road, Bluffton, SC 29910.

### **Disclaimers**

UNLESS OTHERWISE EXPLICITLY STATED, PALMETTO BLUFF MEMBERS ONLY AND ANY SERVICES, INFORMATION OR MATERIAL AVAILABLE THROUGH PALMETTO BLUFF MEMBERS ONLY IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR PERSONAL USE ONLY. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED. PROVIDER, ON BEHALF OF ITSELF, THE PALMETTO BLUFF, LLC AND EACH OF THEIR RESPECTIVE AFFILIATES AND LICENSORS, MAKES NO REPRESENTATIONS, WARRANTIES, COVENANTS OR GUARANTEES AS TO THE QUALITY, SUITABILITY, RELIABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF (1) ANY SERVICES, INFORMATION, OR MATERIAL CONTAINED ON PALMETTO BLUFF MEMBERS ONLY, INCLUDING WITHOUT LIMITATION, ANY INFORMATION POSTED ON THE BULLETIN BOARDS OR IN ANY CHAT ROOMS, (2) ANY THIRD PARTY SITE OR INFORMATION ACCESSED THROUGH PALMETTO BLUFF MEMBERS ONLY, OR (3) ANY THIRD PARTY INFORMATION, PRODUCTS, OR SERVICES APPEARING ON PALMETTO BLUFF MEMBERS ONLY.

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES REGARDING YOUR USE OF PALMETTO BLUFF MEMBERS ONLY.

### **Limitation of Liability**

NEITHER PROVIDER, THE PALMETTO BLUFF, LLC NOR ANY OF THEIR RESPECTIVE LICENSORS, SUCCESSORS, ASSIGNS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS SHALL BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INABILITY TO GAIN ACCESS TO OR USE PALMETTO BLUFF MEMBERS ONLY OR LOSS OF DATA, INCOME OR PROFITS) ARISING OUT OF YOUR USE OF PALMETTO BLUFF MEMBERS ONLY, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), AND EVEN IF SUCH ENTITY OR INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **Indemnity**

You agree to defend, indemnify, and hold harmless Provider, its representatives, officers, directors, and employees from all liabilities, claims, costs, and expenses, including attorneys fees, arising out of any claim or demand made by any third party that arises out of or relates to your use of Palmetto Bluff Members Only, your posting, downloading, or transmission of any communications or material on Palmetto Bluff Members Only or from your violation of this Agreement or any applicable law.

## **No Personal Advice**

The information contained in or made available through Provider (including but not limited to information contained on message boards, in text files, or in chats) cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical, or legal matters. Neither Provider nor any of its affiliated companies nor any of its or their respective licensors or suppliers make representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through Provider.

## **Proprietary Rights**

Palmetto Bluff Members Only, all Content, the layout and organization of the web site, and all trademarks, including but not limited to all material distributed or presented to the organization or its members through any services by Provider or its third party providers or on the linked sites, and all rights and intellectual property rights, are the sole property of Provider or its third party providers, and are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. You agree to respect all proprietary rights of Provider and its third party providers in and to the Content, the organization and layout of the Palmetto Bluff Members Only web site, and any products or services available through Palmetto Bluff Members Only. Any comments, suggestions, or ideas or other information submitted to Provider through Palmetto Bluff Members Only, in writing, by e-mail or otherwise will be the property of Provider and Provider will have all rights without any obligation to compensate the community or its members.

## **Trademarks**

Provider, the Provider logo, and other Provider logos and product and service names are trademarks or service marks of Provider (“Provider Marks”). You agree not to display or use in any manner the Provider Marks without Provider’s prior written permission.

## **Privacy Policy: Confidentiality of User Information**

We are committed to protecting your privacy and security and have explained the steps we take to do so in our Privacy Policy.

We expect you to respect the privacy rights of other members of the Palmetto Bluff community. You will be able to access certain personal information about other members of the Palmetto Bluff community through your use of Palmetto Bluff Members Only. You agree that you will not distribute, sell, rent, lease, loan, transfer, display, publish, transmit, disclose to any third party, or in any way exploit any such personal information.

## **Governing Law**

This Agreement will be governed by and construed in accordance with the State of South Carolina, United States of America, where the Provider offices are located, excluding any principles of law that may direct the application of the law of another state. Except as provided in the Injunctive Relief paragraph below, any action or proceeding related to or arising out of this Agreement will be brought only in a state or federal court located in Hilton Head Island, SC and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

### **Injunctive Relief**

In the event you breach or threaten breach of this Agreement, you acknowledge and agree that Provider will be greatly and irreparably damaged and the damage will be difficult to quantify. Therefore, Provider may apply to any court of competent jurisdiction in the United States or any other jurisdiction accepting jurisdiction under this specific provision, who, regardless of the Governing Law paragraph above, will apply the laws of its own jurisdiction in determining whether Provider will be granted injunctive or other equitable relief to stop your breach or your threat of breach, without impairing, invalidating, negating or voiding Provider's rights to relief in either law or equity.

### **Miscellaneous**

If any terms or conditions in this Agreement are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms and conditions, and will not affect the validity and enforceability of the remaining provisions. This Agreement is the entire agreement between you and Provider relating to the subject matter it contains.

### **Contact**

Any inquiries concerning this Agreement should be directed to the Preservation Trust.

*The Palmetto Bluff Members Only Terms of Use Agreement (last updated March 2009)*