

Save Historic American Beach Inc
Website Terms of Use
February 1, 2025

1. OWNERSHIP OF THE WEBSITE

1.1 These terms and conditions of use (“Terms of Use”) apply to the Save Historic American Beach website located at www.savehistoricamericanbeach.com and all associated websites linked to it by Save Historic American Beach, including through services Save Historic American Beach offers on its websites (collectively, the “Website”).

1.2 The Website is the property of [Save Historic American Beach Inc.] and its affiliates (referred to throughout as “Save Historic American Beach”, “our”, “we”, or “us”).

2. AGREEMENT TO THE TERMS OF USE

2.1 By using the Website, you agree to these Terms of Use. As long as you comply with these Terms of Use, Save Historic American Beach grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

2.2 We may amend these Terms of Use from time to time. The most current version will be available at www.savehistoricamericanbeach.com.

Amended Terms of Use shall become effective from the date of publication on the Website.

2.3 Your continued use of the Website, following the publication of amended Terms of Use, will mean that you agree to and accept to be bound by them.

3. USE OF THE WEBSITE

3.1 We reserve the right to bar any activity aimed at obtaining any materials, documents, or information through any means not purposely made available through the Website.

3.2 You may not attempt to gain unauthorized access to, interfere with, damage, or disrupt any portions or features of the Website, our servers and databases connected to the Website, or any services offered through the Website.

3.3 You may not use or interact with the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other person’s use of the Website.

3.4 You may neither test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website.

3.5 You may not trace any information on any other user of the Website to reveal any information, in particular personal identification or information, other than your own information.

3.6 You agree not to use any device or software (including any “robot”, “spider”, or other automatic device, process, or means) on the Website for any purpose, including: to interfere or attempt to interfere with the proper working of the Website, any transaction being conducted on the Website, any other person’s use of the Website, or to monitor or copy any of the materials on the Website.

3.7 Except as explicitly permitted in Clause 6.1, you may not copy any materials on the Website, whether by manual or automatic means.

3.8 You may not use the Website for any purpose that is unlawful or prohibited by these Terms of Use or to solicit the performance of any illegal activity or other activity which infringes the rights of Save Historic American Beach or others.

4. OTHER TERMS AND CONDITIONS

4.1 Additional terms and conditions may apply to purchases of products or services and to specific parts of the Website. If there is a conflict between these Terms of Use and additional terms and conditions, the additional terms and conditions shall control with respect to such product, service, or your use of the specific part of the Website.

4.2 The obligations of Save Historic American Beach, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Website should be construed to alter such agreements.

4.3 Save Historic American Beach may make changes to any products or services offered on the Website, or to the applicable prices for any such products or services, at any time without notice.

4.4 Save Historic American Beach's Privacy Policy ("Privacy Policy") applies to the use of this Website and its terms are made part of these Terms of Use.

4.5 By using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Website may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

5. LINKS

5.1 The Website may contain links to independent third-party websites ("Linked Websites").

5.2 Linked Websites are provided solely as a convenience to you. Such Linked Websites are not under the control of Save Historic American Beach and Save Historic American Beach Inc. is not responsible for, and does not endorse, the content of such Linked Websites.

6. INTELLECTUAL PROPERTY

6.1 All text, graphics, artwork, photographs, user interfaces, visual interfaces, trademarks, logos, sounds, computer code, and other information, features, and functionality contained on the Website (collectively, "Content"), including but not limited to the selection and arrangement of such Content, is owned, controlled, or licensed by or to Save Historic American Beach and is protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

6.2 We grant you a non-exclusive, revocable, limited license to use Content on this Website made available by Save Historic American Beach for you to download, provided that you do not remove any proprietary notice language in all copies, use such information only for your personal and non-commercial informational purpose, and make no modifications to any such information.

6.3 You may use our Content solely in compliance with these Terms of Use and applicable law. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any Content, including any software, products, or services contained within or containing the Content without the express written consent of Save Historic American Beach. You may not use the Content for any

commercial purpose. The licenses granted by Save Historic American Beach terminate if you do not comply with our Terms of Use.

6.4 No rights of any kind other than as set forth in Clause 6.2 are granted under these Terms of Use. In particular, no other license, rights of use, and/or ownership of any kind of Save Historic American Beach's intellectual property are granted and all know-how, patents, trademarks, tradenames, designs, copyrights, manufacturing, or business secrets, and all other intellectual property owned by Save Historic American Beach, shall remain the exclusive and unrestricted property of Save Historic American Beach

6.5 This Website may contain forms that allow you to post, submit, publish, display, or transmit to other persons content or material, such as feedback (collectively, "User Content"). All User Content must comply with these Terms of Use. You agree not to submit User Content containing confidential or proprietary information on this Website. You agree that any User Content you submit will be deemed non-proprietary and non-confidential. By submitting User Content, including any ideas, concepts, know-how, or techniques, you grant Save Historic American Beach and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns an unrestricted, irrevocable license to use that information for any purpose, including the right to copy, reproduce, publish, upload, exploit, post, transmit, distribute, publicly display, perform, modify, translate, reformat, and create derivative works from that information, in each case if involving any personal information, in accordance with our Privacy Policy.

6.6 You represent and warrant that you own or control all rights in any User Content and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.

6.7 You understand that we are not responsible for any User Content you submit and you, not Save Historic American Beach, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

6.8 We have the right to remove any User Content for any or no reason at our sole discretion; take any action with respect to any User Content that we deem, in our sole discretion, is necessary and appropriate, including if we believe that such User Content violates these Terms of Use; and disclose your identity or other information to any third party who claims that User Content you have posted violates their rights, including intellectual property rights or privacy rights.

7. NO WARRANTIES

7.1 No warranty is given in respect of the accuracy, reliability, completeness, non-infringement, and fitness for a particular purpose of the information provided on the Website, meaning that the Website and its Content are made available on an "as is" and "as available" basis. Save Historic American Beach reserves the right to change, modify, add, or remove portions of the Website, in full or in part, without notice.

7.2 In particular, Save Historic American Beach does not promise that the Website or any Content or service will be error-free or available without interruption. Save Historic American Beach cannot ensure that any data you download from the Website will be free of errors, viruses, or destructive features.

7.3 Save Historic American Beach disclaims any and all liability for the acts, omissions, and conduct of any third parties in connection with, or related to, your use of the Website and/or any service provided in connection with the Website. Your sole remedy against Save Historic

American Beach for dissatisfaction with the Website or any Content is to stop using the Website or any Content.

8. VIOLATION OF THE TERMS OF USE

8.1 Save Historic American Beach may, at its sole discretion and without prior notice, terminate your access to the Website if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Website. You agree that Save Historic American Beach will not be liable to you or any third party for termination of your access to the Website as a result of any violation reasonably suspected of these Terms of Use.

8.2 You agree that Save Historic American Beach may, at its sole discretion and without prior notice, terminate your access to the Website based on applicable law and requests by law enforcement or other government agencies and in case of unexpected technical issues or problems.

8.3 You agree that Save Historic American Beach may preserve any transmittal or communication by you with Save Historic American Beach through the Website. Save Historic American Beach reserves the right to disclose any information that Save Historic American Beach deems necessary to comply with any applicable law, regulation, or legal process, in particular, to protect the rights, property, or personal safety of Save Historic American Beach, its directors, users of the Website, and the public.

9. LIABILITY AND INDEMNIFICATION

9.1 In no event will Save Historic American Beach be liable for any direct, incidental, special, indirect, or consequential losses or damages (including loss of use, loss of profit, and third-party claims) arising out of or in connection with the Website, any Content or service, and any misuse thereof or technical limitations of the Website.

9.2 You agree to indemnify, and hold Save Historic American Beach, its officers, directors, agents, and affiliates harmless from any demands, losses, liability, claims, or expenses (including attorneys' fees), made against Save Historic American Beach by any third party arising out of, or in connection with, your unlawful use of this Website or violation of these Terms of Use.

10. MISCELLANEOUS

10.1 Although the Website is accessible worldwide, not all features, products, or services discussed or offered through the Website are available to all persons or in all geographic locations. Save Historic American Beach reserves the right to limit, at its sole discretion, the provision and quantity of any product or service to any person or geographic area. Any offer for any product or service made on the Website is void where prohibited.

10.2 The invalidity or unenforceability of any provisions of these Terms of Use shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision reflecting the intent of the invalid or unenforceable provision to the maximum extent permitted by applicable law.

10.3 These Terms of Use and all matters relating to your access to, or use of, the Website, including all disputes, shall be governed by applicable federal law and the laws of the State of Florida, without regard to principles of conflict of laws.