Terms and Conditions

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY. BY ACCESSING OR USING THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS SITE.

This site is operated by Big Sky 55+ ("BS55," "we," or "us"). These Terms & Conditions ("Terms") apply solely to your access to, and use of, the website operated by BS55 and other websites, mobile sites, and other online services that link to these Terms and are operated by the BS55 (the "Sites").

We reserve the right to change or modify any of the terms and conditions contained in the Terms at any time and in our sole discretion. Any changes or modifications will be effective immediately upon posting of the revisions on the Sites, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Sites following the posting of changes or modifications will confirm your acceptance of such changes or modifications.

All questions or comments about the Sites or site content should be directed to info@bigsky55.org.

1. Copyright and Limited License. With respect to any material unless otherwise indicated in the Sites, the Sites and all content and other materials on the Sites, including, without limitation, BS55 logo, and all designs, text, graphics, pictures,

information, data, software, tools, widgets, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of BS55 or its licensors or users and are protected by U.S. and international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Sites and the Site Materials intended by us for your use for your informational, non commercial and personal use only. Such license is subject to the Terms and does not include: (a) any resale or commercial use of the Sites or the Site Materials therein; (b) the reproduction, distribution, public performance or public display of any Site Materials, except as expressly permitted on the Site; (c) modifying or otherwise making any derivative uses of the Sites or the Site Materials, or any portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Sites, the Site Materials or any information contained therein, except as expressly permitted on the Sites; or (f) any use of the Sites or the Site Materials other than for their intended purpose. Any use of the Sites or the Site Materials other than as specifically authorized herein, without the prior written permission of BS55, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. This license is revocable at any time. 2. Trademarks. All logos and slogans contained in the Sites are trademarks of BS55, its suppliers or licensors, or other third parties and may not be copied,

imitated or used, in whole or in part, without the prior written permission of BS55 or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Big Sky 55+" or any other name, trademark, or product or service name of the BS55 without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons, and scripts, is the service mark, trademark, and/or trade dress of BS55 and may not be copied, imitated, or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names, and company names or logos mentioned in the Sites are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us.

You may not use a BS55 logo or other proprietary graphic of BS55 to link to these Sites without the express written permission of the Office. Further, you may not use, frame, or utilize framing techniques to enclose any Office trademark, logo, or other proprietary information, including the images found at the Sites, the content of any text, or the layout/design of any page or form contained on a page on the Sites without the Office's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of BS55 or any third party.

3. Third-Party Sites, Functionality, and Content. The Sites may make third-party information, advertisements, promotions, and other content available on or through the Sites ("Third Party Content"). Our Sites also may link or otherwise

provide access to third-party websites and other products and services outside our control (collectively, "Third Party Products and Services"). The Office does not endorse, adopt, sponsor, recommend, or otherwise accept responsibility for any Third Party Content or Third Party Products and Services, and we make no representation or warranties of any kind regarding them. These Third Party Products and Services and Third Party Content are not under the control of BS55, and BS55 is not responsible for their content, quality, nature, reliability, privacy, data security, or other practices or their handling of information you make available to them. Your business dealings with these third parties, and any terms, conditions, warranties, or representations associated therewith, are solely between you and such third parties. We encourage you to review their applicable terms and policies.

- 4. Electronic Communications and Privacy Policy. You consent to our communicating with you about the Sites and the Office via email, text message, or other electronic means. Please refer to our Privacy Policy for information on how we collect, use, and disclose information from our users. You agree that you will not provide any other person's personal information to us unless you have the rights to do so under applicable law and have shared our Privacy Policy with the applicable person.
- 5. Prohibited Conduct. You may not access or use, or attempt to access or use, the Sites to take any action that could harm us or any other person or entity, interfere with the operation of the Sites, or use the Sites in a manner that violates any laws. For example, and without limitation, you may not:
- a. Impersonate any person or entity or otherwise misrepresent your affiliation or the origin of materials you transmit;

- b. Engage in unauthorized spidering, "scraping," or harvesting of content or personal information, or use any other unauthorized automated means to compile information;
- c. Use the Sites to access, harvest, copy, collect, gather, or assemble information or data regarding other users of the Sites without the applicable user's prior express consent;
- d. Take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;
- e. Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Sites or any activity conducted on the Sites or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network, including without limitation via any viruses, corrupted data, or other harmful, disruptive, or destructive files;
- f. Attempt to modify, copy, make derivative works of, decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Sites;
- g. Distribute any unauthorized materials or advertise or promote goods, services, or campaigns without our express written permission (including, without limitation, by sending spam);
- h. Sublicense any of your rights under these Terms;

- i. Harass or materially interfere in any manner with another user's use or enjoyment of the Sites;
- j. Engage in any other conduct that restricts or inhibits any person or entity from using or enjoying the Sites, or that, in our sole judgment, exposes us or any of our users, affiliates, or any other person or entity to any liability, damages, or detriment of any type; or
- k. Otherwise use the Sites for any unlawful or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms or any additional guidelines, policies, or rules posted on the Site or otherwise provided to you.

Violations of system or network security may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate these Terms. We may suspend or terminate your access to the Sites for any or no reason at any time without notice.

6. Submissions. You acknowledge and agree that any feedback, questions, comments, suggestions, ideas, or other information or materials regarding the Sites or the Office that are provided by you in the form of email or other submissions to the Office, or any such postings on the Sites, are non-confidential and shall become the sole property of the Office. The Office shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose without acknowledgment or compensation to you. To the extent you have any rights, title,

or interest in any of the foregoing, you shall assign, and hereby assign, any and all such rights, title, and interest to BS55.

- 7. User Content and Interactive Areas. The Sites may include interactive areas or services, such as forums, blogs, chat rooms or message boards, or other areas or services in which you or other users may create, post, share, or store content, messages, materials, data, information, text, graphics, audio, video, or other items or materials on the Sites ("User Content"). You are solely responsible for your use of the Sites and use them at your own risk. You agree not to post, upload to, transmit, distribute, store, create, or otherwise publish through the Sites any User Content that would violate these Terms, including, without limitation, any of the following:
- a. User Content that is unlawful, libelous, defamatory, false, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, hateful, inflammatory, fraudulent, deceptive, or misleading;
- b. User Content that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or otherwise create liability or violate any local, state, national, or international law;
- c. User Content that may infringe, misappropriate, or otherwise violate any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- d. Private or personal information of any third party, without such third-party's

e. User Content that contains or depicts any statements, remarks, or claims that do not reflect your honest views or experiences, that impersonate or misrepresent your affiliation with any person or entity or any other fact, that contain unsolicited promotions, advertising, or solicitations; or

f. User Content that, in our sole judgment, is objectionable or may expose The Office or others to any harm or liability.

BS55 takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is BS55 liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. Enforcement of the User Content or conduct rules set forth in these Terms is at BS55's sole discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Sites will not contain any content that is prohibited by such rules. As a provider of interactive services, BS55 is not liable for any statements, representations, or User Content provided by its users in any public forum, blog, or other area of the Sites. Although BS55 has no obligation to do so, it reserves the right, and has sole discretion, to remove, screen, or edit any User Content posted or stored on the Sites at any time and for any or no reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the

Sites at your sole cost and expense. Any use of the Sites in violation of the foregoing violates these Terms and may result in, among other things, termination, or suspension of your rights to use the Sites. Except as otherwise provided, you retain ownership of all User Content you post on the Sites. However, if you post User Content to the Sites, unless we indicate otherwise, you grant BS55 a nonexclusive, royalty-free, perpetual, irrevocable, assignable, transferable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content throughout the world in any manner or media now known or later developed, including without limitation in advertising, fundraising, and other communications in support of BS55 or the candidates, issues, organizations, or causes supported by BS55, without any right of compensation or attribution. You hereby waive any moral rights you may have in User Content. You grant BS55 and its affiliates and sublicensees the royalty-free, perpetual, irrevocable, assignable, transferable, and worldwide right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Sites; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

8. Repeat Infringer Policy. In accordance with applicable law, BS55 has adopted a policy of terminating, in appropriate circumstances as determined by BS55 in its sole discretion, subscribers or account holders who are deemed to be repeat infringers. BS55 may also at its sole discretion limit access to the Sites and/or

terminate the accounts of any users who infringe, misappropriate, or otherwise violate any intellectual property rights of others, whether or not there is any repeat infringement, misappropriation, or violation.

- 9. Copyright Complaints. If you believe that anything on the Sites infringes upon any copyright which you own or control, please advise us at info@bigsky55.org.
- 10. Indemnification. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BS55, ITS INDEPENDENT CONTRACTORS, SERVICE PROVIDERS, CONSULTANTS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, ASSIGNS, AND AGENTS, FROM AND AGAINST ANY AND ALL LOSS, CLAIMS, ACTUAL OR THREATENED SUITS, DEMANDS, DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, ASSOCIATED WITH, OR RELATED TO YOUR USE OF THE SITES OR ANY ALLEGED VIOLATION BY YOU OF THESE TERMS OR THE RIGHTS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, YOUR CONDUCT AND ANY USER CONTENT YOU POST, STORE OR OTHERWISE TRANSMIT ON OR THROUGH THE SITES, OR ANY ACT OR OMISSION RELATING TO THE SITES OR THE USER CONTENT.
- 11. Disclaimers. YOUR USE OF THE SITES IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY BS55, THE SITES, THE SITE MATERIALS CONTAINED THEREIN, AND THE SERVICES PROVIDED ON OR IN CONNECTION THEREWITH (THE "SERVICES") ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND,

EITHER EXPRESS OR IMPLIED. THE OFFICE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR OTHER VIOLATION OF RIGHTS AND AS TO ACCURACY OR RELIABILITY OF THE INFORMATION, CONTENT, FORMS, OR OTHER SITE MATERIALS ACCESSED THROUGH THE SITE. THE OFFICE DOES NOT REPRESENT OR WARRANT THAT THE SITES, THE SITE MATERIALS, ANY THIRD-PARTY SITES LINKED TO OR FROM THE SITES, OR THE SERVICES ARE ADEQUATE, ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR FREE, OR THAT THE FUNCTIONS PROVIDED WILL BE UNINTERRUPTED, VIRUS-FREE, OR ERROR-FREE.

BS55 IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR, ANY ERRORS OR OMISSIONS IN THE CONTENT INCLUDED IN THE SITES OR ANY THIRD-PARTY SITES LINKED TO OR FROM THE SITES, INCLUDING THOSE RELATING TO PRICING, TEXT, OR PHOTOGRAPHY, AS WELL AS FOR ANY THIRD PARTY PRODUCTS AND SERVICES AND FOR ANY THIRD PARTY CONTENT. WHILE BS55 ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE SITES AND SERVICES SAFE, BS55 CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITES, THE SITE MATERIALS, OR THE SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. THE OFFICE IS ALSO NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY THIRD PARTY ACTIVITIES,

PROGRAM, OR EVENTS LISTED ON THE SITES OR FOR THE CONDUCT OF ANY EVENT, ACTIVITY, OR PROGRAM ORGANIZERS OR OTHER USERS OF THE SITES OR FOR ANY THIRD PARTY PRODUCTS AND SERVICES OR FOR ANY THIRD PARTY CONTENT. BS55 reserves the right to change any and all content contained in the Sites and any services offered through the Sites at any time without notice.

12. Limitation of Liability. IN NO EVENT SHALL BS55, OR OUR RESPECTIVE SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ASSIGNS, OR VOLUNTEERS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, OR CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITES, THE SERVICES, THE CONTENT, OR THE SITE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM BS55, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO BS55's RECORDS, PROGRAMS, OR SERVICES, EVEN IF ONE OR MORE OF THEM HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BS55, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE,OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITES OR THE SITE MATERIALS OR THESE TERMS EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT THAT YOU PAID TO ACCESS THE SITES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. THEREFORE, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

- 13. Applicable Law and Venue. These Terms and your use of the Sites shall be governed by and construed in accordance with the laws of the State of Montana applicable to agreements made and to be entirely performed within the State of Montana, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state and federal courts located in the State of Montana, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action, or proceeding arising out of these Terms.
- 14. Termination. Notwithstanding any of these Terms, BS55 reserves the right,

without notice and in its sole discretion, to terminate your license to use the Sites, and to block or prevent your access to and use of the Sites.

15. Miscellaneous. These Terms constitute the entire agreement between you and us, superseding any prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and us. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your access to and use of the Sites.

Our failure to enforce any provisions of these Terms or respond to a violation by any party does not waive our right to subsequently enforce the Terms or respond to any violations. Nothing contained in these Terms is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Sites or information provided to or gathered by us with respect to such use.