

Waterford Place (WP) Classifieds Terms of Use

Updated May 8, 2020

Applicability

These WP Classifieds Terms of Use (the "WP Classifieds Terms") supplement the Terms of Use ("General Terms") and the [HOA Express Privacy & Terms](#) (collectively, the "General Terms") posted elsewhere on the Waterford Place HOA website. These Classifieds Terms apply to waterfordplacehoa.org and any related mobile sites and applications (respectively the "sites"). You should review the General Terms before proceeding.

Acceptance Through Use HOA Express (website host/provider)

Using HOA Express's Services or by using HOA Express's licensed websites (e.g., waterfordplacehoa.org) in any way shall constitute your agreement to HOA Express [Terms of Service Agreement](#).

By using this website, you agree not to use this website to:

- Engage in illegal activities
- Upload, distribute, or display content that is abusive, obscene, threatening, or illegal in any way
- Upload, distribute, or display adult content including, but not limited to, pornography
- Upload, distribute, or display content that infringes on any copyright, patent, trademark, or intellectual property

Acceptance Through Use Waterford Place HOA website (waterfordplacehoa.org or "WPHOA website")

By posting or viewing a classified listing (a "Listing" or "Listings") on the WPHOA website, you agree to be bound by all of the terms, conditions and notices contained or referenced in these WP Classified Terms. You should review the WP Classified Terms from time to time. Waterford Place HOA may change any of the WP Classified Terms at any time and for any or no reason by posting revisions to the WPHOA website. Your continued use of the WPHOA website constitutes your acceptance of the revised WP Classified Terms. If you do not accept all of the WP Classified Terms, you are not authorized by Waterford Place HOA to post or view any Listings.

Minimum Age

The WP Classifieds (including General, Real Estate, Motor Vehicles, Employment, and Services) listings on the WPHOA website are not directed to, or intended for use by, anyone under the age of eighteen (18). Individuals under the age of eighteen (18) are not authorized by Waterford Place HOA to post Listings.

Posting Rules

You must comply with the following rules when posting a Listing:

1. *Resident Status.* You must be a legal Waterford Place homeowner and/or legal resident in the Waterford Place community.
2. *Account.* You must register and maintain a site member account to access the WPHOA website (waterfordplacehoa.org).
3. *Minimum Age.* Any person meeting rules #1 and #2 aged eighteen (18) or above is allowed to post.
4. *Business Identification.* Any Waterford Place Homeowner's Business (defined as any legal corporation, LLC, sole-proprietor or other legal entity that regularly offers goods or services for sale, regardless of whether operating

from a commercial location, home or online) is allowed to post. If an Individual (defined as any person offering items for free, sale, or trade by owner) or unique Business is using multiple accounts, all additional accounts and Listings will be deleted.

5. *Contact Information.* A working phone number and a valid email address are required to post any Listings.
6. *Content.* All Listings must be in good taste and may not contain any objectionable content (including, but not limited to, direct requests for money, gifts, or other items (without an exchange for a good or service), pranks, profanity, defamation, inappropriate images, inappropriate language, etc.), as determined by Waterford Place HOA, in its sole discretion. Listings for massage services are prohibited. Listings for adult industry goods or services are prohibited. At this time, the sale and trade of firearms is prohibited. All Listings must be for goods or services that are permitted under Maryland law. You are responsible for the content of your Listing. Listings may not contain, in Waterford Place HOA's sole discretion, information of a religious, political or non-commercial nature.
7. *Description.* The content in your Listing (including title, description, image, image captions, and any other information included with your Listing) must be concise and limited to the specific goods offered for sale or trade. You may not list any unrelated information and/or keywords (including multiple items, brands, makes, models or locations) in the content of your Listing as a means to generate unwarranted search results or to circumvent any other posting rules.
8. *Number of Listings.* Except as authorized by Waterford Place HOA in writing on a case-by-case basis, a unique Business is limited to five (5) General classified Listings at any time, two (2) motor vehicle classified Listings during a consecutive 12-month period, and one (1) real estate classified Listing on the WPHOA website during a consecutive 12-month period. Individuals may post unlimited General classified Listings at any given time, two (2) motor vehicle classified Listings during a consecutive 12-month period, and one (1) real estate classified Listing on the WPHOA website during a consecutive 12-month period.
9. *Reposting.* Except as authorized by Waterford Place HOA in writing you must wait at least fourteen (14) days before reposting a Listing for the same or substantially similar goods. Violators may, among other remedies available to Waterford Place HOA, have their accounts suspended or permanently banned from posting in the WP Classifieds section.
10. *Roadblocking.* The practice of posting multiple Listings in sequential order to "take over" or monopolize a page (or pages) of search results creates a poor customer experience and is prohibited. Violators may, among other remedies available to Waterford Place HOA, have their accounts suspended or permanently banned from posting in the WP Classifieds section.
11. *Employment Listings.* All Employment Listings posted in WP Classified are subject to the Waterford Place HOA Review Guidelines and Terms of Use.
12. *Service Listings.* All Service Listings posted in WP Classified are subject to the Waterford Place HOA Review Guidelines and Terms of Use.
13. *"Free" Listings.* Listings posted as "free" in WP Classifieds must be for goods that do not require a commitment or obligation of any type. Goods that are provided after sign-up or upon completion of a task are not free and should not be listed as "free". All "Free" Listings posted in WP Classified are subject to the Waterford Place HOA Review Guidelines and Terms of Use.

14. *Ad Price/Auction Listings*. The price on each Listing must be the total selling price of the item; this means the price a person is expected to pay at the time of purchase. (Service Listings do not require a posted price). You may list additional payment information (such as monthly payments allowed, etc.) in the Listing description. We do not allow auction Listings (e.g., eBay, etc.) on the WPHOA website.

Real Property/Homes

Listings posted in the WP Classified section are subject to the following additional rules:

1. *Realtor/Broker Identification*. Listings posted by or on behalf of realtors or brokers must include the identity of the realtor or broker listing the property.
2. *Listing Agent Preference*. Duplicate listings are not allowed on the WPHOA website. Any listings not belonging to the listing agent (as determined by the Maryland MLS) will be removed.

Employment/Recruitment

Employment Listings posted in the WP Classified section are subject to the following additional rules:

1. *Content*. Employment Listings are limited to a single employment position. You may not include a description of multiple employment opportunities in an employment Listing or update an employment Listing at a later time to advertise a different employment opportunity or multiple employment opportunities. Waterford Place HOA may remove any Listing that Waterford Place HOA deems objectionable or in poor taste without notice.

Violations

Waterford Place HOA may at its discretion monitor the WP Classifieds portion of the WPHOA website from time to time. Waterford Place HOA may remove or disable Listings that, in Waterford Place HOA's sole discretion, violate the posting rules identified within these WP Classifieds Terms or which Waterford Place HOA considers objectionable or in poor taste. Waterford Place HOA may act to prevent anyone who violates these WP Classified Terms from posting or viewing Listings on the WPHOA website and may block access to the WPHOA website. Waterford Place HOA reserves all other rights and remedies, including monetary damages, available to it under the law for violations herein. Please report all violations using the WPHOA Feedback Loop link provided on the WPHOA website.

No Commercial Solicitation

Businesses may not contact Individual sellers to solicit commercial services or products.

No Representations

Waterford Place HOA is not involved in the actual transaction between a seller posting a Listing for goods, services, offers, etc. and the consumer responding to the Listing. Waterford Place HOA does not have control over, and does not guarantee the quality, safety or legality of any of the goods, services, offers, etc. listed in Listings posted on the WPHOA website. Waterford Place HOA does not make any representations or warranties concerning the ability of a seller to sell/promote the goods, services, offers, etc. listed in a Listing. Waterford Place HOA does not make any representations or warranties concerning the ability of a buyer to purchase any goods or services or that a seller and a buyer will actually complete a transaction. Waterford Place HOA has no control and makes no representations concerning the accuracy, reliability, completeness, or timeliness of any Listings. The WP Classifieds on the WPHOA website section is provided "AS IS" and "AS AVAILABLE."

Limitation of Liability

YOU SPECIFICALLY AGREE WATERFORD PLACE HOA, NOR ITS OFFICERS, EMPLOYEES, OR AGENTS, WILL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR COMPENSATORY DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), WHETHER OR NOT YOU OR WATERFORD PLACE HOA WERE AWARE OF THE POSSIBILITY OF SUCH DAMAGES WITH RESPECT TO THE WPHOA WEBSITE, INCLUDING BUT NOT LIMITED TO: (A) THE USE OR INABILITY TO USE THE WPHOA WEBSITE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE WPHOA WEBSITE; (C) STATEMENTS OR CONDUCT OF ANY PARTY IN CONNECTION WITH OR THROUGH THE WEBSITE; (D) ANY OTHER MATTER RELATING TO THE WPHOA WEBSITE; (E) ANY BREACH OF THESE TERMS OF USE BY WATERFORD PLACE HOA; OR (F) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY INDIVIDUAL OR BUSINESS RELATED TO THE WPHOA WEBSITE (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). TO THE EXTENT WATERFORD PLACE HOA IS FOUND LIABLE FOR ANY DIRECT DAMAGES RELATED TO THESE TERMS OF USE OR THE USE OF THE WPHOA WEBSITE AND SERVICES, LIABILITY FOR DAMAGES SHALL NOT EXCEED \$1 IN THE AGGREGATE.

Indemnification

You agree to indemnify and hold harmless the Waterford Place HOA, and its successors and assigns, from and against any and all costs, damages, whether such damages are direct or consequential, and expenses and fees, including reasonable attorneys' fees, incurred as a result of any claim, action, proceeding, or demand arising from any content or review posted by you, your use of the WPHOA website or your breach of these terms.

No Promise of Results

Waterford Place HOA does not represent or warrant that posting free Listings will result in a successful response or transaction. You acknowledge that the WPHOA website may not be accessible at all times, including during periods when a Listing is scheduled for display. You use the WPHOA website at your own risk and without recourse to Waterford Place HOA if your Listing does not appear as scheduled, regardless of reason. Waterford Place HOA does not warrant that the WPHOA website will operate error-free or that the HOA Express, Inc.'s servers are free from computer viruses or other harmful mechanisms. Waterford Place HOA is not responsible for servicing or replacing any equipment or data from the use of the WPHOA website. The WPHOA website is provided as is, without any warranties of any kind. Waterford Place HOA disclaims all warranties, whether express or implied, including the warranty of merchantability, fitness for a particular purpose and non-infringement.

Notice of Risk

Please note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, underage persons, or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through the WPHOA website.