



Talus website

TERMS OF USE POLICY

YEARS OLD AND THAT, IF YOU ARE UNDER 18 YEARS OLD, YOU POSSESS LEGAL GUARDIAN OR PARENTAL CONSENT AND ARE FULLY ABLE AND COMPETENT TO ENTER INTO THESE TERMS OF USE.

ISSUE #1

3. LIMITATION, SUSPENSION OR TERMINATION

- (a) We may, in our sole discretion, temporarily or permanently change, limit, suspend or terminate your access to the Site, in whole or in part, without prior notice. We may do so based on changes to our business practices, or if you violate the letter and spirit of these Terms of Use, or for any other lawful reason. You agree that we are not liable to you or any third party for any such action.
- (b) Any limitation, suspension or termination we impose shall not alter your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive any such action on our part shall survive, including the rights and licenses that you have granted to us in your User Content and provisions relating to indemnities, releases, disclaimers, limitations on liability, and all provisions in Section 15.

4. ACCEPTABLE USE

- (a) The Site (including, without limitation, Site Content and User Content) is provided for your information and personal (non-commercial) use only. When using the Site, you agree to comply with these Terms of Use, and all applicable federal, state and local laws.
- (b) In consideration for our providing the Site, you agree not to do any of the following in connection with your access to or use of the Site:
- use the Site in an unlawful or fraudulent manner or for such purposes, to collect User Content or personally identifiable information, to provide false information, or to impersonate other users;
 - post any material that infringes upon any third party’s copyright, trademark, patent or other intellectual property, personal or proprietary right;
 - harass, offend, threaten, embarrass, distress or invade the privacy of any individual or entity;
 - post or transmit information or content that is false, hateful, threatening, libelous, defamatory, harmful to minors, discriminatory, or otherwise inappropriate, improper or disorderly, or contains or constitutes excessive messages or information;
 - post or transmit any unauthorized commercial, advertising or promotional materials, including without limitation, “spam” or mass distributions;
 - upload viruses or other malicious code;
 - use any robot, spider, other automatic device or manual process to monitor or copy our web pages or the content contained in or on or accessed through the Site, or use software to determine architecture of or extract usage data from the Site, or otherwise trespass on the Site in any manner technologically available now or in the future; or
 - engage in any conduct that restricts or inhibits any other user from using or enjoying the Site.
- (c) You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. 3 (p. 2): Fining provision authorizes immediate or unscheduled fines without prior notice, an opportunity to be heard, or a previously adopted and distributed schedule of fines.

Statutory / Legal Reference: RCW 64.90.405(2)(k) & RCW 64.38.020(11)

Statutory Comparison: Under RCW 64.90.405(2)(k) (WUCIOA) and RCW 64.38.020(11) (WA HOA Act), an association may levy reasonable fines only in accordance with a previously established schedule adopted by the board of directors and furnished to the owners, and only after giving the owner notice and an opportunity to be heard.

CURRENT WORDING IN DOCUMENT:

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SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Pursuant to RCW 64.90.405(2)(k) and RCW 64.38.020(11), the Association shall not impose any fine or monetary penalty unless: (a) the fine is levied in accordance with a reasonable schedule of fines previously adopted by the Board and furnished to all owners; and (b) the owner has been provided prior written notice of the alleged violation and a fair opportunity to be heard before the Board or its designated tribunal.