

Terms and Conditions for the United Homeowner Associations of Bloomfield Township, Inc. Website

Last Updated: June 1, 2025

Welcome to the website of the United Homeowner Associations of Bloomfield Township, Inc. ("UHOA," "we," "us," or "our"), accessible at uhoa.org (the "Website"). By accessing or using the Website, you ("User," "you," or "your") agree to be bound by these Terms and Conditions ("Terms"). If you do not agree, please do not use the Website. These Terms are governed by the by-laws of the UHOA, a Michigan non-profit corporation, and applicable Michigan law.

1. Website Purpose and Access

- Purpose: The Website serves as a resource for UHOA members (Full and Associate Members, as defined in the UHOA By-Laws) and the public to access information about UHOA's mission, events (e.g., seminars, meetings), digital library, membership benefits (e.g., insurance discounts), and community initiatives in Bloomfield Township, MI.
- Eligibility: Access is open to:
 - Full Members (organized residential property owner associations with voting rights).
 - Associate Members (limited rights, 12-month term).
 - General public in Bloomfield Township (non-members) for informational purposes, with restricted access to member-only content (e.g., digital library).
 - Non-Members and Residents: Non-members who reside in Bloomfield Township, including individual residents, are welcome to access non-protected content (e.g., public announcements, event information) but are fully subject to these Terms.
- Membership Access: Member-only features (e.g., bulletin alerts, round-table discussions) require login credentials issued to representatives of member associations. Unauthorized access is prohibited.
- Changes to Access: UHOA reserves the right to modify, suspend, or discontinue Website access, in whole or part, at its discretion, with or without notice.

2. User Conduct

- Permitted Use: You may use the Website for lawful purposes, such as accessing UHOA resources, registering for events, or contacting UHOA, in accordance with the by-laws.
- Prohibited Actions: You agree not to:
 - Post or transmit unlawful, defamatory, or harmful content.

- Attempt to hack, disrupt, or gain unauthorized access to the Website or member-only areas.
 - Use automated tools (e.g., bots, scrapers) to extract data without permission.
 - Violate intellectual property rights of UHOA or third parties.
- Compliance: Users must comply with UHOA By-Laws and Michigan law. Violations may result in access termination.

3. Membership and Dues

- Membership Process: Associations seeking membership must submit an application per the by-laws, and pay dues as outlined in the by-laws. Full Members gain voting rights and benefits; Associate Members have limited rights (no voting, no bulk discounts).
- Website Role: The Website may facilitate dues payment or membership applications, subject to secure third-party processing (e.g., Stripe, per prior payment tool discussions). UHOA is not liable for payment disputes.

4. Intellectual Property

- Ownership: All Website content, including the digital library, logos, templates, and text, is owned by UHOA or its licensors and protected by U.S. copyright and trademark laws.
- Limited License: Full and Associate Members are granted a non-exclusive, non-transferable license to access member-only content (e.g., digital library) for personal, non-commercial use. Non-members, including Bloomfield Township residents, may view public content only.
- Restrictions: You may not reproduce, distribute, or modify Website content without UHOA's written consent, except as permitted for member associations' internal use (e.g., by-law references).

5. Privacy and Data Security

- Data Collection: UHOA collects personal information (e.g., names, emails, addresses of association representatives) to manage membership, provide services, and send notices. See our Privacy Policy for details.
- Security: UHOA implements reasonable measures to protect data (e.g., secure AWS hosting, per your website setup), but cannot guarantee absolute security. Users access the Website at their own risk.
- Member Responsibilities: Representatives must safeguard login credentials and report unauthorized access to the Membership Coordinator (info@uhoa.org).

6. Website Availability and Downtime

- Availability: UHOA strives to maintain Website uptime but is not liable for downtime due to technical failures, maintenance, or third-party actions.

7. Third-Party Links and Services

- **Links:** The Website may link to third-party sites (e.g., insurance vendors, per by-laws' discounts) not controlled by UHOA. UHOA is not responsible for their content or practices.
- **Services:** Features like payment processing or event registration may use third-party providers (e.g., Stripe, PayPal). Users agree to their terms and assume associated risks.

8. Indemnification and Liability

- **Indemnification:** UHOA indemnifies its directors, officers, and agents against legal actions arising from their roles, as permitted by Michigan law (Nonprofit Corporation Act, Act No. 162 of 1982).
- **User Indemnity:** You agree to indemnify UHOA against claims arising from your misuse of the website or violation of these Terms.
- **Liability Limitation:** UHOA, its directors, and volunteers are not liable for damages (e.g., data loss, service interruptions) from Website use, except as required by law. UHOA's liability is limited to one year of dues paid by your association.

9. Termination

- **By UHOA:** UHOA may terminate your access for violating these Terms, non-payment of dues, or at the Board's discretion, with notice.
- **By User:** You may stop using the Website at any time. Members must follow by-law procedures to end membership.
- **Effect:** Termination revokes access to member-only content but does not affect obligations (e.g., dues owed).

10. Amendments

- **Changes:** UHOA may revise these Terms, with notice to members at least 30 days prior. Continued use after changes constitutes acceptance.
- **Posting:** Updated Terms will be posted on the Website with the effective date.

11. Governing Law and Dispute Resolution

- **Law:** These Terms are governed by Michigan law, per the UHOA's incorporation and the Nonprofit Corporation Act.
- **Disputes:** Disputes will be resolved through negotiation or, if necessary, in Oakland County, MI, courts, with users waiving jury trials. UHOA meetings may address member disputes.

12. Contact Information

- **Inquiries:** For questions, contact the UHOA at:

- Email: info@uhoa.org
- Mail: P.O. Box 7212, Bloomfield Hills, MI 48304-7212

13. Miscellaneous

- Entire Agreement: These Terms, the UHOA By-Laws, and Privacy Policy constitute the full agreement, superseding prior agreements.
- Severability: If any provision is invalid, others remain enforceable.
- No Waiver: UHOA's failure to enforce a provision does not waive it.
- Assignment: You may not assign these Terms; UHOA may assign them with Board approval.