

## **Terms and Conditions**

### **Agreement between user and www.OnTopoftheWorldCommunities.com**

Welcome to www.OnTopoftheWorldCommunities.com. The www.OnTopoftheWorldCommunities.com website (the "Site") is comprised of various web pages operated by On Top of the World Communities, Inc. ("OTOW"). www.OnTopoftheWorldCommunities.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.OnTopoftheWorldCommunities.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

### **www.OnTopoftheWorldCommunities.com is a 55+ Real Estate Site**

The purpose of this site is to exhibit the lifestyle and homes available at On Top of the World Communities, and allow interested parties to voluntarily sign up for more information.

### **Privacy**

Your use of www.OnTopoftheWorldCommunities.com is subject to OTOW's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting www.OnTopoftheWorldCommunities.com or sending emails to OTOW constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Links to third party sites/Third party services**

www.OnTopoftheWorldCommunities.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of OTOW and OTOW is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. OTOW is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by OTOW of the site or any association with its operators.

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### **No unlawful or prohibited use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use www.OnTopoftheWorldCommunities.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to OTOW that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. OTOW

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### **International Users**

The Service is controlled, operated and administered by OTOW from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the OTOW Content accessed through [www.OnTopoftheWorldCommunities.com](http://www.OnTopoftheWorldCommunities.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless OTOW, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. OTOW reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with OTOW in asserting any available defenses.

### **Liability disclaimer**

All prices and specifications subject to change without prior notice. Square footage represents conditioned living area. Floor plan shows the home's standard features. Photographs and virtual tour may include options for the home which are available at an additional cost. Prices are inclusive of standard home site, based on availability. Golf course home sites and premium home sites may be subject to an additional home site premium. Some homes may be limited to designated home sites and neighborhoods. Void where prohibited by law.

The information, software, products, and services included in or available through the site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. On Top of The World Communities, Inc. and/or its suppliers may make improvements and/or changes in the site at any time.

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### **Changes to Terms**

OTOW reserves the right, in its sole discretion, to change the Terms under which [www.OnTopoftheWorldCommunities.com](http://www.OnTopoftheWorldCommunities.com) is offered. The most current version of the Terms will supersede all previous versions. OTOW encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

OTOW welcomes your questions or comments regarding the Terms:

On Top of the World Communities, Inc.  
Address: 8445 SW 80th St. | Ocala, Florida 34481  
Email Address: [info@otowfl.com](mailto:info@otowfl.com)  
Telephone number: 352-854-3600

Effective as of December 20, 2012