

## Terms and Conditions of Use

Your access to and the use of The Gloria Dei Farms web site ("*Gloria Dei*") is subject to the following terms and conditions, as well as all applicable federal, state and local laws, rules and regulations. Your access to the web site is in consideration for your agreement to this Use Policy, whether or not you are a registered user. By accessing, browsing, and using Gloria Dei's web site, you accept, without limitation or qualification, these Terms and Conditions of our Use Policy.

There are sections of Gloria Dei's web site that connect you to other sites outside of the control of Gloria Dei, its Directors, Officers, Agents and Employees. These terms and conditions apply ONLY to those areas that are on the Gloria Dei web site and does NOT apply to other sites that are outside of Gloria Dei's control.

Gloria Dei reserves the right to modify this Use Policy, and may do so at any time, with or without prior notice, simply by posting notice of such modifications on this page. Any modification made is effective immediately upon posting the modification (unless otherwise stated). Your continued use of Gloria Dei's web site following the posting of any modification signifies your acceptance of such modification. You should visit this page, periodically, to review the current Use Policy.

### 1. Use for Lawful Purposes

You agree to access and use Gloria Dei's web site ONLY for lawful purposes and no other purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statues, rules, and regulations pertaining to your use of Gloria Dei's web site. By accessing this web site, you agree that you will NOT:

1. Use Gloria Dei's web site to commit a criminal offense, or to encourage others to conduct acts that would constitute a criminal offense or give rise to civil liability;
2. Post (or transmit) any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content;
3. Use the web site to impersonate other parties or entities;
4. Use the web site to upload any content that contains a software virus, such as a Trojan Horse or any other computer codes, files, or programs that may alter, damage, or interrupt the daily function of the web site (or the hardware/software of any other person who may access the web site);
5. Upload, post, e-mail, or otherwise transmit any materials, that you do have the right to transmit under any law (or under any contractual relationship);

6. Alter, damage, or delete any content posted on the web site;
7. Disrupt the normal flow of communication in any way;
8. Claim a relationship with or speak for any Gloria Dei Director, Officer, Agent, Employee of anyone else for whom you are not authorized to claim such a relationship;
9. Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation;
10. Post any material that infringes (or violates) the rights of others; or
11. Collect (or store) personal information about others.

## **2. Limited Right to Use**

The User has a nonexclusive, nontransferable, limited, revocable right to use the web site. The User acknowledges and agrees that the content of the web site, including all source code, is the proprietary information of Gloria Dei and Gloria Dei retains all right, title, and interest in the content. Accordingly, the User will not reproduce, transmit, publish or distribute such content to any third party.

## **3. Disclaimers**

The content is provided "as is" without any express or implied warranty of any kind. In no event shall Gloria Dei be liable for damages arising out of the use of or inability to use the materials.

## **4. Third Party Sites**

This site provides links to third-party web sites. Links to other web sites are provided for information only and do not constitute endorsements of those other, third-party sites. The third-party sites are not maintained or operated by Gloria Dei, nor does Gloria Dei control these third-party web sites or review their content. Gloria Dei is not responsible for the content of the linked third-party web sites and we do not make any representations regarding the content or accuracy of those third-party sites to which we link. Gloria Dei provides these outside resource links to users of our web site solely for their convenience. The listing of any third-party links is not an endorsement by Gloria Dei of information, products, or services listed in those links and does not imply a direct association between Gloria Dei the operators of the outside resource links.

## **5. Policy on Spamming**

You specifically agree NOT to utilize any e-mail addresses obtained by browsing through Gloria Dei's web site to transmit the same or substantially similar unsolicited messages to 10 or more recipients in a single day and/or to 20 or more recipients in a single week. Gloria Dei, in its sole and exclusive discretion, will determine violations of limitations on e-mail usage set forth in this Use Policy.

## **6. Indemnity**

You agree to defend, indemnify, and hold harmless Gloria Dei, its Directors, Officers, Agents and Employees (the “Indemnified Persons”), from any and all liabilities and costs incurred by any Indemnified Person in connection with any claim arising from any breach by you of this Use Policy, including reasonable attorneys fees and costs. You agree to cooperate as fully as may be reasonably possible in the defense of any such claim. Gloria Dei reserves the right to assume, at its own expense, the exclusive defense and control of any matter otherwise subject to indemnification by you.

## **7. Disclaimer of Warranty**

You expressly understand and agree that your use of Gloria Dei’s web site, or any material available through the web site, is at your own risk. Neither Gloria Dei nor its Directors, Officers, Agents or Employees warrant that this web site will be uninterrupted, problem-free, free of omissions, or error-free; nor do they make any warranty as to the results that may be obtained from the use of the web site. The content and function of Gloria Dei’s web site are provided to you as is, without warranties of any kind, either express or implied, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose or use, or currentness.

## **8. Limitation of Liability**

In no event will Gloria Dei, its Directors, Officers, Agents or Employees, be liable for the incidental, indirect, special, punitive, exemplary, or consequential damages, arising out of your use of or inability to use Gloria Dei’s web site, including without limitation, loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction, or any and all other damages.

## **9. Personal Information**

Gloria Dei Communities Corporation does not at this time collect any personal information.

## **10. Feedback**

Gloria Dei welcomes your feedback. Please submit any questions, comments, suggestions or reports of non-functioning links to [info@GloriaDeiCommunities.com](mailto:info@GloriaDeiCommunities.com). Feedback is used to aid us in improving your experience while visiting the web site.

This policy is effective as of 06/01/2009.