

Terms & Conditions

WEBSITE TERMS & CONDITIONS

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AGREEMENT BETWEEN YOU AND APPLE VALLEY RANCHOS WATER COMPANY

This website, "www.avrwater.com" ("AVRWC website") is operated by Apple Valley Ranchos Water Company, a California corporation ("AVRWC"), on behalf of the Apple Valley Ranchos utility ("utility") which exclusively does business in Southern California.

THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO CHANGE. PLEASE READ IT CAREFULLY.

By accessing or using this AVRWC website, you agree to the terms and conditions of use and all applicable laws in effect when you visit ("Agreement").

CHANGES TO THIS AGREEMENT

AVRWC reserves the right to change these terms, conditions, and notices at any time by updating them without any other notice to you. Any change will be effective immediately after it is posted. It is your responsibility to regularly review

these terms, conditions, and notices because they are binding on you. Certain terms may also be superseded by expressly designated legal notices or terms located on particular pages of the AVRWC website.

USE OF WEBSITE

The AVRWC website is intended to allow AVRWC customers to access information, request AVRWC services, and provide comments. Unless otherwise specified, the AVRWC website is for your personal and noncommercial use. AVRWC reserves the right to terminate your AVRWC website privileges, including, access and use, or modify or discontinue the AVRWC website or any of its content, at any time, for any reason, and without notice.

COPYRIGHT AND INTELLECTUAL PROPERTY

The entire content of the AVRWC Website, including, without limit, text, design, graphics, interfaces, code, and the selection or arrangement of any of them is owned by AVRWC or its licensors and protected by copyright under the United States and other copyright laws. You may not copy, modify, display, perform, transmit, publish, distribute, reproduce, create derivative works from, license, transfer, or sell any information, content or software obtained from the AVRWC website in violation of the copyright, trademark, or other intellectual or proprietary rights of AVRWC or anyone. All rights not expressly granted to you in this Agreement are reserved to AVRWC and its licensors.

USER SUBMISSIONS

You agree that you will not send, transmit, upload or post, by email or otherwise, any material, information or other communication ("communications") that infringes or violates anyone's rights, including, without limit, proprietary or intellectual property rights. Except for any personally identifiable information we may collect from you subject to our [Privacy Policy](#), your communications will be considered non-confidential and non-proprietary. AVRWC will have no obligations with respect to your communications. AVRWC will also be free to copy, disclose, distribute, incorporate and otherwise use your communications, including, without limit, all data, images, sounds, text, and anything else embodied therein for any and all commercial or non-commercial purposes without any recompense to you.

DISCLAIMER

AVRWC makes no warranties or representations about the accuracy, correctness, timeliness, completeness, reliability, usefulness, adequacy or suitability of the AVRWC website's content. Nor does AVRWC promise that the AVRWC website will be uninterrupted or error-free, that defects will be corrected, or that the AVRWC website or server which makes it available are free of viruses or other harmful components. Rather, AVRWC makes the AVRWC website and its content available on a strictly "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, whether express or implied. **AVRWC WATER DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL**

WARRANTIES OF EVERY KIND AND NATURE, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND WARRANTIES FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

YOU AGREE THAT NEITHER AVRWC NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS, SUPPLIERS, LICENSORS OR OTHER THIRD PARTIES MENTIONED IN OR PROVIDING GOODS OR SERVICES TO OR VIA THE AVRWC WEBSITE WILL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR ANY DAMAGES WHATSOEVER, EVEN IF AVRWC OR ANY OF THEM HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE FROM THE AVRWC WEBSITE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless AVRWC, its officers, directors, employees, agents, licensors, suppliers and affiliates from and against any and all claims, actions, demands, liabilities, losses, settlements, damages, and costs, including, without limit, reasonable fees and other attorney's charges, resulting from, or alleged to result from, a violation of this Agreement, whether negligent or other wrongful conduct, by you or any other person accessing the AVRWC website using your internet account.

LINKS TO OTHER SITES

In an attempt to better serve you, the AVRWC Website may contain links to and advertisements for other sites operated by third party vendors or other third parties ("External Sites"). Even if the third party is affiliated with AVRWC, however, it has no control over these External Sites, all of which have separate privacy and data collection practices, completely independent of AVRWC. Any links and advertisements are only provided for your convenience and you access them at your own risk. Links do not imply that AVRWC sponsors, endorses, is affiliated or associated with, or has been legally authorized to use any intellectual property of any kind displayed on or accessible via such External Sites. AVRWC has no responsibility or liability for any aspect of these External Sites, including, their content, performance, practices, or policies, and your interaction or transactions with them. Nevertheless, AVRWC requests any feedback on the

AVRWC website and External Sites, because AVRWC's goal is to protect the integrity of the AVRWC website and the links appearing on it. You should contact the AVRWC website or External Site administrator if you have any concerns about links to External Sites or the content on them.

NO ADDED LINKS

You agree that you will not place a link to the AVRWC Website on any other internet site without the prior written consent of AVRWC.

COPYRIGHT INFRINGEMENT CLAIMS

AVRWC respects the intellectual property of others and asks that you do the same. AVRWC will process and investigate notices of alleged infringement and will take appropriate action under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of a notice which complies with the DMCA, AVRWC will remove or disable access to any material or link to any material found to be infringing or the subject of infringing activity. If you believe that any information or material provided on or via the AVRWC Website infringes any copyright or is the subject of infringing activity, please use the notification procedure described below to notify us.

ALL INQUIRIES NOT RELEVANT TO OR NOT COMPLYING WITH THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

Pursuant to Title 17, United States Code, Section 512(c)(2), notice of claimed copyright infringement should be provided in writing by mail, fax or email to the designated agent for the AVRWC website as follows:

Apple Valley Ranchos Water Company
P.O. Box 7002
21760 Ottawa Road
Apple Valley, CA 92307

Email: jlopez@avrwater.com

Each claim of copyright infringement must include all of the following information:

(1) A physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property right that is allegedly being infringed, along with that person's address, telephone number and email address;

(2) A description of the copyrighted work that you claim has been infringed;

(3) A description of where the material you claim is infringing is located on the AVRWC website;

(4) Your address, telephone number, email address, and all other information reasonably sufficient to permit AVRWC to contact you;

(5) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, the owner's agent, or the law; and,

(6) A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are, or authorized to act on behalf of, the owner of the intellectual property right that is allegedly infringed.

GOVERNING LAW

This Agreement and your use of the AVRWC Website shall be governed in all respects by the laws of the State of California, without regard to choice of law rules. You agree that exclusive jurisdiction over and venue in any legal proceeding arising out of or relating to the AVRWC Website shall be in the state or federal courts located in Los Angeles County, State of California. You further agree to the exercise of personal jurisdiction over you by those courts for any such dispute. Any cause of action or claim you may have with respect to the AVRWC Website must be commenced within one (1) year after the cause of action or claim arises. AVRWC's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Rather, no waiver shall be effective unless made in writing and signed by an authorized representative of AVRWC. Neither the course of conduct between the parties nor trade practice shall act to modify any of this Agreement's terms and conditions. If any court of competent jurisdiction finds any term or condition of this Agreement to be invalid or unenforceable for any reason, all other terms and conditions shall be unaffected and remain in full force and effect unless otherwise validly terminated. AVRWC may assign its rights and duties under this Agreement to any party at any time without notice to you. AVRWC makes no representation that materials in the AVRWC website are appropriate or available for use in other locations outside California.

SURVIVAL

The provisions of this Agreement shall survive the term of your use of the AVRWC website.

COMPLETE AGREEMENT

This Agreement, together with the Privacy Policy incorporated by reference, constitute the entire agreement between AVRWC and you with respect to your use of the AVRWC website or anything obtained from it.

ARBITRATION

By using the AVRWC website, you agree that AVRWC, in its sole discretion, may require you to submit any disputes arising out of your use of the AVRWC website or this Agreement, including, without limit, disputes arising from or concerning any part of the Agreement's interpretation, violation, nullity,

invalidity, non-performance or termination, as well as disputes about filling gaps in this contract or its adaptation to newly arisen circumstances, to final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, but excluding procedures for large, complex commercial disputes, by one or more arbitrators appointed in accordance with those rules. Notwithstanding those rules, however, any such arbitration shall be governed by the laws of California as provided in the "Governing Law" section of this Agreement.

Any award in an arbitration initiated under this provision shall be limited to monetary damages and shall include no injunction or direction to any party other than to pay a monetary amount. Further, the arbitrator shall have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by statute.

CONTACT INFORMATION

AVRWC can be reached with any questions or comments regarding the Site or any information or materials on the Site by email: jlopez@avrwater.com or via U.S. Mail addressed to Apple Valley Ranchos Water Company, 21760 Ottawa Road, Apple Valley, CA 92307.

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