

## FOOTHILLS POINTE OWNERS' ASSOCIATION

### COMMUNITY ELECTRONIC COMMUNICATIONS EMAIL/FACEBOOK/TWITTER/WEBSITE/WI-FI RULES

- A. **Purpose:** To define the acceptable uses of the Foothills Pointe Owners' Association Electronic Communications, such as email accounts, Facebook, Twitter, Website, and clubhouse Wi-Fi system, and to provide a permanent document for rules established by the Board of Directors THAT ARE NOT CONTAINED IN OTHER Rules documents. This document does not modify or amend the Covenants, Conditions and Restrictions (CC&R); By-Laws; other Rules documents; the FPOA Construction Guide; or any Federal, State, or local law or ordinance. The words used herein, which are defined in the CC&R, have the meanings provided therein.
- B. **Email Accounts:** Electronic Mail (email) is recognized as a very effective and efficient way to disseminate information of importance, relevance, and interest to members of the Foothills Pointe Owners' Association in a timely manner. It is therefore important to define the Association's policy on email and offer appropriate guidelines for dissemination of information. The Association has three distinct email addresses, each with a specific purpose.
1. [fpoainformation@foothillspointe.com](mailto:fpoainformation@foothillspointe.com). This email address is used for the distribution of FPOA specific business/activity information. Examples of emails that are acceptable are:
    - Items related to the governance of FPOA
    - Items with a sense of urgency (missing child, water cutoff, planned power outage, criminal incidents, etc.)
    - Items about FPOA community/social/fundraising events
    - Announcements of important FPOA website changes
    - Items of importance to all residents (area road closures, tax appraisals, election information, foreclosure sales in Foothills Pointe, etc.)
    - Items of imminent danger to the community (storm damage, wild animal, etc.)
    - Items related to the death of a resident or former resident
    - Last minute changes for meetings and/or community events
  2. [pointepaper@foothillspointe.com](mailto:pointepaper@foothillspointe.com). This email address is used solely for the distribution of the FPOA monthly newsletter, *Pointe Paper*.
  3. [community@foothillspointe.com](mailto:community@foothillspointe.com). This email address is used for the distribution of general community interest information. Examples of emails that are acceptable are:
    - Items offered free or for sale by members
    - Lost, missing, or found items or pets
    - Members seeking recommendations for services or products
    - Members wanting to borrow items (highchair, wheelchair, etc.)
    - Non-profit organization notices of events/sales (T-BART, WATeR, church nut sale, etc.)
    - Government programs of community interest (TVA EnergyRight Program, etc.)
    - Members seeking donations for charitable causes (eyeglasses, clothing, etc.)
    - Community-wide event sponsored by a member (birthday party/parade/card, moving sale, yard sale, etc.)

## FOOTHILLS POINTE OWNERS' ASSOCIATION

### COMMUNITY ELECTRONIC COMMUNICATIONS EMAIL/FACEBOOK/TWITTER/WEBSITE/WI-FI RULES

Examples of emails that are **unacceptable** as FPOA Community email messages are:

- Announcements or information about personal events (birth of grandchild, appearance on television, trips, etc.)
- Announcements or information of a political nature
- Advertisements and/or announcements for any commercial entity or event, including those associated with a member
- Advertisements and/or announcements involving real estate
- Member complaints such as speeding cars, trash dumping, pet waste, etc. These types of complaints should be directed to the FPOA Board of Directors.

All requests for email publication should be sent to [fpoainformation@foothillspointe.com](mailto:fpoainformation@foothillspointe.com). A member will be notified if a submitted email does not meet the standards for publication set forth in this document. FPOA reserves the right to edit all submitted emails and determine what, if any, accompanying photographs will be used. A follow-up email detailing the result of an initial email is not normally published. However, FPOA reserves the right to publish a follow-up email if warranted.

Members can opt out of receiving emails from any of the three email addresses by submitting a written request to [fpoainformation@foothillspointe.com](mailto:fpoainformation@foothillspointe.com). No paper copies of emailed messages will be provided to those members who opt out of receiving emails from any of the three email addresses.

- C. **Website Member Forum/FPOA Facebook Group/Twitter:** The FPOA website Member Forum, FPOA Facebook group, and FPOA Twitter account are platforms where members can post most items mentioned as unacceptable for the FPOA Community email messages.

The Facebook group is private which means only an FPOA member can join and see this group and posts. To join the FPOA Facebook group, go to [www.facebook.com/groups/foothillspoa](http://www.facebook.com/groups/foothillspoa) and click on "Join Group." Upon receipt of the request, the group administrator will approve the request. The Member Forum is accessible in the Members Only Section of the FPOA website. The FPOA Twitter account is [foothillspoint1](https://twitter.com/foothillspoint1).

There are some postings that are unacceptable for the Member Forum, Facebook group, and Twitter. All members must refrain from posting any content that falls under any of the following:

- Profane, offensive, defamatory, or violent in any way
- Personally attacking specific groups or individuals
- Deliberately disorderly comments meant to abuse, harass, threaten, or intimidate
- Spam
- Click-baits
- Links to files that contain viruses

## FOOTHILLS POINTE OWNERS' ASSOCIATION

### COMMUNITY ELECTRONIC COMMUNICATIONS EMAIL/FACEBOOK/TWITTER/WEBSITE/WI-FI RULES

- Content that fosters, advocates, or perpetuates discrimination based on a person's race, religion, gender, color, national origin, age, sexual orientation, marital status, or disability
- Sexual content or links to sexual content
- Content that encourages or conducts any activity that is offensive, harmful, or illegal in any way
- Copyrighted or trademarked content (such as images)

If a member violates any of these rules, FPOA reserves the right to do one or all the following:

- Delete the post or comment in question without prior notice
- Revoke the offender's posting or commenting abilities
- Remove the offender from the Facebook group, Twitter, or website

- D. **Website:** Any member can create a username and password to access the Members Only section of the FPOA website. Members can request specific information be posted on the FPOA website by sending an email to [fpoainformation@foothillspointe.com](mailto:fpoainformation@foothillspointe.com). However, the website administrator and the FPOA Board of Directors retain all authority over the website content.

The website is designed for informational purposes only. By using the website, a member agrees to abide by all applicable local, state, national and international laws and regulations with respect to the use of the website and not interfere with the use and enjoyment of the website by other users. A member also agrees to use the website only for lawful purposes.

- E. **Community Wi-Fi:** The Foothills Pointe Owners' Association provides its members and their guests free Wi-Fi service in and around the FPOA clubhouse. The Wi-Fi username and password are listed on the FPOA website Members Only section. Members and their guests use this service at their own risk as the connection is not inherently secure. Foothills Pointe Owners' Association cannot and does not guarantee the privacy of users' data and communication while using the service.

There are potentially serious security issues with any device connected to the Internet without the appropriate protection, ranging from viruses, worms, and other programs that can damage the user's device, to attacks on the device by unauthorized or unwanted third parties. By using this service, members/guests acknowledge and knowingly accept the potentially serious risks of accessing the Internet over an unsecured network. It is recommended that users take steps to protect their devices, such as installing and maintaining current anti-virus software and appropriate firewall protection. To further protect themselves, users should not access sites, such as banks and credit card companies, that could disclose personal information or passwords.

Members/guests acknowledge and agree that their use of this service is solely at their own risk.

By using the service, members/guests also agree to all terms set forth in the following Disclaimer.

## FOOTHILLS POINTE OWNERS' ASSOCIATION

### COMMUNITY ELECTRONIC COMMUNICATIONS EMAIL/FACEBOOK/TWITTER/WEBSITE/WI-FI RULES

#### Disclaimer

1. **Service provided "AS IS."** This service provides access to the Internet on an "as is" basis with all risks inherent in such access. The Foothills Pointe Owners' Association makes no warranty that the service or that any information, software, or other material accessible on the service is free of viruses, worms, trojan horses or other harmful components. By connecting, the user acknowledges and accepts the risks associated with public access to the Internet and public use of an unsecured wireless network. No technical support will be provided to users of the service.
2. **Service provided "AS AVAILABLE."** The service is provided on an "as available" basis without warranties of any kind, either expressed or implied, that the service will be unrestricted full internet access, uninterrupted or error-free, including but not limited to vagaries of weather, disruption of service, acts of God, warranties of title, noninfringement, nor implied warranties of merchantability or fitness for a particular purpose. No advice or information given by the Foothills Pointe Owners' Association shall create such a warranty.
3. **Indemnity.** Under no circumstances shall the Foothills Pointe Owners' Association be liable for any direct, indirect, incidental, special punitive or consequential damages that result in any way from user's use of or inability to use the service or to access the Internet or any part thereof, or user's reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.

Members/guests agree to indemnify and hold harmless the Foothills Pointe Owners' Association from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to their use of the service, any materials downloaded or uploaded through the service, any actions taken by members/guests in connection with their use of the service, any violation of any third party's rights or a violation of law or regulation, or any breach of this agreement.