Treetop Village POA, Inc. ("Treetop Village") respects your privacy. We provide this Privacy Policy to answer some of the questions you may have about the types of information collected from the web sites operated by Treetop Village, LLC and/or its subsidiaries, affiliates and/or partners (the "Sites" and collectively, "Treetop Village," "we" or "us") and how that information is used and disclosed. This Privacy Policy only states Treetop Village's privacy practices with respect to information collected online via our Sites. By using this Site, you signify your assent to the practice described in this Privacy Policy. This Privacy Policy is incorporated into and subject to the terms of the Terms of Use.

Any changes in our Privacy Policy will be communicated in this page so please check back from time to time. The date of the last revision or update to this Privacy Policy appears at the top of the Privacy Policy. You agree that by using the Site or the services available thereon after changes have been made to this Privacy Policy, you are agreeing to accept those changes.

Restricted Use
This Site is not intended or designed to be used by children under the age of 13. We do not collect personally identifiable data from any person we know to be under the age of 13 and instruct children under 13 not to send us any information.

WITHOUT LIMITING THE GENERALITY OF THE RESTRICTIONS CONTAINED IN OUR TERMS OF USE, THIS SITE WAS CREATED IN THE UNITED STATES. IF YOU ARE NOT A RESIDENT OF THE UNITED STATES, YOU SHOULD NOT SUBMIT YOUR PERSONAL INFORMATION TO THIS SITE UNLESS YOU AGREE THAT YOUR PERSONAL INFORMATION WILL BE TREATED IN ACCORDANCE WITH UNITED STATES LAWS AND THE TERMS OF THIS PRIVACY POLICY. IF YOU HAVE ANY QUESTIONS ABOUT THE USE OF YOUR PERSONAL INFORMATION, PLEASE CONTACT OUR WEBMASTER AT BEFORE SUBMITTING YOUR PERSONAL INFORMATION.

Types of Information We Collect
When we use the term "Personal information," we mean information that can be used to identify you as an individual person. We may collect and use the following categories of Personal Information through your use of the Sites.

Personal Information you Provide to Us
On some of our Sites, you can order services, make requests, register to receive materials and send us communications. In order for you to access certain services and to order materials that we offer via the Site, we require you to provide us with Personal Information including contact information such as your name, mailing and e-mail addresses. We also collect any information you provide to us in any communication you send us, including completing online forms or submitting information, which we may use to fulfill your requests such as if you order materials or register to use certain services.
**Information Collected Automatically**

We use various technologies to collect other types of information that do not directly reveal your identity ("Other Information"). If we associate Other Information with Personal Information, we will treat the combined information as Personal Information in accordance with this Privacy Policy.

For example, in order to measure the usefulness and efficiency of our Site, we automatically track certain information from all visitors to our Site. This information is compiled and analyzed on an aggregated basis, and we do not generally track anyone's individually identifiable information. The types of information we might track may include the Internet address that you just came from, which Internet address you go to, what browser you are using, your IP address your internet service provider, date and timestamp information, or clickstream information.

Additionally, like most interactive web sites, we use "cookies" on certain pages of our Site. "Cookies" are small data files that are stored on your hard drive and that store certain information accessible to our Site, such as your password and any information content preferences you may voluntarily set at our Site. These technologies help us recognize you, customize your experience on the Sites and analyze your use of the Sites to make them more useful to you. You are always free to decline our cookies if your browser permits, although in that case you may not be able to use certain features on our Site and you may be required to reenter your password more frequently during a session. Most internet browsers allow you to remove or manage cookie functions and adjust your privacy and security preferences. For information on how to do this, access the “help” menu on your internet browser, or visit [http://www.aboutcookies.org/how-to-control-cookies](http://www.aboutcookies.org/how-to-control-cookies).

We also use analytics providers, such as Google Analytics to help us evaluate the Sites. To opt out of the aggregation and analysis of data collected about you on the Sites by Google Analytics, visit [https://tools.google.com/gaoptout](https://tools.google.com/gaoptout) and download and install the Google Analytics Opt-out Browser Add-on.

**Uses and Sharing of Information Collected**

We will use information collected from you for the following purposes:

- To provide you with products and services;
- To administer the Sites and their services;
- To send you information about our company or our products or services;
- To contact you to respond to your requests or inquiries, provide user support or when otherwise necessary;
- To operate our business;
- To create, improve and develop our products and services;
- To prevent, investigate or provide notice of fraud, unlawful or criminal activity or unauthorized access to or use of Personal Information, websites or data systems or to meet legal obligations;
- To investigate and resolve disputes and security issues and enforce our Terms of Use and other agreements; and
- Any other lawful, legitimate business purpose.
When We May Share Information with Others
We may share your Personal Information with third parties in the ways described below and elsewhere in this Privacy Policy.

- We may provide aggregated information that does not identify you as an individual received through the Sites to third parties.
- We share your Personal Information with third party service providers who perform services on our behalf or for your benefit, such as web hosting or verifying user information.
- We may share your information with affiliated legal entities within our family of companies for purposes and uses that are consistent with this Privacy Policy.
- We may disclose your Personal Information to legal or government regulatory authorities in response to their requests for such information or to assist in investigations.
- We may disclose your Personal Information to third parties in connection with claims, disputes or litigation, when otherwise required by law, if we determine its disclosure is necessary to protect the health and safety of you or us, or to enforce our legal rights or contractual commitments you have made.
- In the event that Treetop Village and/or some of our assets are sold or transferred or used as security, for example, in connection with a merger, acquisition, joint venture, or financing or sale of assets, the information collected on our Sites may be transferred to third parties as part of that.
- Your Personal Information may be disclosed in the event of our insolvency, bankruptcy or receivership.

User Choice Regarding Collection, Use and Distribution of Personal Information
You may choose not to provide us with any individually-identifiable information. In such an event, you may not be able to access and use those portions of our Sites that require your individually-identifiable information.

User Ability to Access, Update and Correct Personal Information
If you do not want to receive email or other mail from us or if you wish to check your information that we have in our possession, please email us at . Such requests will likely take at least 4 to 6 weeks to process. If you are a registered user with an issued password, it may be possible for you to review your profile and update your information via this Site, though we may discontinue that feature without notice to you. We may retain in our files information you have requested to remove in some circumstances, such as to resolve disputes, troubleshoot problems, enforce our Terms of Use and comply with legal obligations and data retention policies. Further, such prior information is never completely removed from our databases due to technical constraints and the fact that we back up our systems. Therefore, you should not expect that all of your information will be completely removed from our databases in response to your requests.

Other Limits to Your Privacy
Our Sites contain links to other web sites operated by third parties. We are not responsible for the privacy practices or the content of such other web sites. Please be
aware that these other web sites may collect information about you and have privacy practices that differ from those of Treetop Village. This Privacy Policy does not apply to, and we are not responsible for, the practices of any third party that collects your personal information. We encourage you to review the privacy policies of those third parties to learn about their information collection and use practices.

How to Contact Us
If you have any questions about this Privacy Policy or other privacy-related matters, you may contact us in the following ways;
Email:
Mailing Address: Treetop Village Property Owners Assoc. Inc.
20 Treetop Drive  Four Seasons Mo  65049-6800
Phone Number:  1-573-365-2232

TERMS OF USE

Use and Acceptance
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Modification
Treetop Village may, in its sole discretion, update and change these Terms of Use from time to time without notice to you. You should review these Terms of Use each time you use this Site or a Service to make sure you are still in agreement to abide by them. You agree that by using this Site or Services or engaging in any of the activities described in these Terms of Use after changes have been made to these Terms of Use, you are agreeing to accept and comply with those changes. The date of the last revision or update to these Terms of Use appears at the top of the Terms of Use.
Authority
You represent that you have the legal right and ability to agree to these Terms of Use and that you will use this Site, the Services, and any products or services received as a result of your use of the Services in a manner consistent with these Terms of Use.

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Furthermore, you may not

- engage in any conduct which violates these Terms of Use;
- engage in any conduct that restricts or inhibits any other user from using or enjoying the Site;
- engage in any conduct that may constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law;
- attempt to decompile, reverse engineer, disassemble or otherwise attempt to extract to discover the source code of the Site or any part thereof, except and only to the extent such activity is expressly permitted by applicable law notwithstanding this limitation;
- use the Site in any manner that could damage, disable, overburden or impair the Site or interfere with the proper functioning of the Site, including making automated use of the Site or take any action that Treetop Village deems to
impose or potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure; or
• use another user’s username and password without permission.

Treetop Village reserves the right to prohibit access to and/or take legal action with respect to any individual or entity engaging in any conduct in violation of this Agreement. Please note that unauthorized entry (commonly referred to as hacking) into any portion of the Site may constitute a crime under state and/or federal law. Treetop Village will prosecute these violations to the fullest extent permitted by law.

Limitation of Liability
BY ACCESSING THIS SITE AND/OR USING OR RECEIVING ANY SERVICES, YOU AGREE TO HOLD HARMLESS AND WAIVE ALL CLAIMS AGAINST TREETOP VILLAGE AND ALL THIRD PARTY CONTENT PROVIDERS REGARDING THE INFORMATION PROVIDED ON THIS SITE AND ANY INFORMATION RECEIVED BY YOU AS A RESULT OF USING THE SERVICES, AND ANY USE BY YOU OF SUCH INFORMATION. YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL TREETOP VILLAGE, ITS AFFILIATES OR ANY OF ITS OUR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS SITE OR ITS CONTENTS OR SERVICES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, GOOD WILL, BUSINESS INTERRUPTION, USE, DATA, EQUIPMENT OR OTHER INTANGIBLE LOSSES HOWEVER CAUSED (EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT OR ARISE FROM (1) THE USE OF OR INABILITY TO USE THIS SITE OR ANY SERVICES (2) THE CONSEQUENCES OF ANY DECISION MADE OR ACTION OR NON-ACTION TAKEN BY YOU OR BY ANYONE TO WHOM YOU COMMUNICATE SUCH INFORMATION, OR FOR ANY ERRORS BY YOU IN COMMUNICATING SUCH INFORMATION; (3) THE COST OF SUBSTITUTE GOODS OR SERVICES; OR (4) ANY OTHER MATTER RELATING TO THE CONTENT, SERVICES, OR DISTRIBUTION OF SERVICES THROUGH THIS SITE. TREETOP VILLAGE SHALL NOT BE LIABLE FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY USE OF ANY PRODUCT, INFORMATION, PROCEDURE, OR SERVICE OBTAINED THROUGH THIS SITE.

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Indemnification
AS A CONDITION OF YOUR USE OF THE SITE AND/OR SERVICES, YOU AGREE TO INDEMNIFY AND HOLD TREETOP VILLAGE, ITS AFFILIATES AND ALL THIRD PARTY CONTENT PROVIDERS WHICH PROVIDE CONTENT FOR THIS SITE AND/OR THE SERVICES (EITHER THROUGH LINKS OR OTHERWISE), HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF CONTENT YOU SUBMIT, POST TO OR TRANSMIT THROUGH THIS SITE, YOUR USE OF THE SITE OR THE SERVICES, YOUR CONNECTION TO THE SITE, YOUR VIOLATION OF THE TERMS OF USE, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER USER.

Disclaimers
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Such event, such disclaimers shall apply to the fullest extent permitted by law.

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Severability and Waiver
If a court determines that any portion of these Terms of Use is illegal or unenforceable, then such portion will be construed in such a manner that would make the provision valid or enforceable. If it is not possible to construe the provision in such a manner that would make it valid or enforceable, then only the term or provision that make it unenforceable will be eliminated and the remaining Terms of Use will remain in force and effect. Any failure of Treetop Village to act on or enforce any provision of these Terms of Use shall not be construed as a waiver of that provision or any other provisions of these Terms of Use.

Entire Agreement; Jurisdiction And Choice Of Law And Forum; Arbitration
These Terms of Use constitute your entire agreement with Treetop Village regarding this Site and any Services, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and Treetop Village with respect to the Site or the Services. These Terms of Use, the Site, the Services, and any and all claims relating thereto are governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any principles of conflicts of law. You expressly and irrevocably agree that exclusive jurisdiction and venue for any claim or dispute with Treetop Village, its employees,
contractors, officers, directors, and content providers or in any way relating to or arising from to your use of this Site and/or the Services resides in an appropriate federal or state court located in the City of Norfolk, Commonwealth of Virginia, and you further irrevocably agree and expressly and irrevocably consent to the exercise of personal jurisdiction in those courts over any action brought relating to these Terms of Use, the Site, or the Services.

You agree that if any dispute should arise between you and Treetop Village related to or arising from your use of the Site and/or Services, you will bring your claim on an individual basis and you hereby waive your right to pursue any claim in a class action. Regardless of any statute or law to the contrary, you must commence any cause of action you may have with respect to your use of the Site and/or Services within one (1) year after the claim or cause of action arises.

You agree that Treetop Village, at its sole discretion, may require you to submit any disputes related to or arising from the use of this Site, the Services, and/or these Terms of Use concerning or including any disputes related to, arising from or concerning their interpretation, violation, nullity, invalidity, non-performance or termination, as well as disputes about filling gaps in this contract or its adaptability to newly arisen circumstances to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said Rules. Notwithstanding these rules, however, such proceeding shall be governed by the laws of the state as set forth herein. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction 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.

**Submissions**
You agree to provide true, accurate, current and complete information about yourself if and when you elect to provide personal information to us. You also agree to maintain and promptly update any such information to keep it accurate. Other than personally identifiable information, which is addressed under our Privacy Policy, any and all comments, suggestions, ideas, graphics, or other information that you transmit or post to the Site becomes and will remain the property of Treetop Village and may be used by Treetop Village anywhere, anytime and for any reason whatsoever. Except as may be provided in the Privacy Policy, any information or materials submitted to Treetop Village will be treated as non-confidential and non-proprietary, and Treetop Village will not have any obligation to use or evaluate any information we receive from you. Treetop Village will not have to pay you or anyone else for using any ideas or other materials that you may transmit to or post on the Site.

**Links To Other Web Sites**
This Site provides links to other web sites operated by other entities ("Linked Sites") that we think might be of interest to our users. These links are provided strictly for convenience. Please note that when you click on one of these links and go to a Linked Site, you are be moving to another provider's web site. Such Linked Sites are not under
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Usernames and Passwords
Certain areas of the Site or Services may only be accessible to you if you have a username and password. You are solely responsible for (a) maintaining the confidentiality of the username and password and (b) all activities that occur under your username and password. If, in the process of obtaining a username and password, you provide us with any information that is untrue, inaccurate, not current or incomplete, or we have reason to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your username and password and refuse any and all current or future use of the Site and/or Services (or any portion thereof). You shall immediately notify us of any loss or theft of your password, or if the confidentiality of your password has otherwise been compromised in any way.

Security
Treetop Village is not responsible for the security of your internet access services provider; you should review the security and privacy policies of your internet services provider carefully. Moreover, information that you retrieve via this Site may be cached or stored during your session for your convenience, therefore if others have access to your computer or your User ID and password, they may be able to access this information. In any area of the Site requiring a password, you should log off when you are done viewing information or anytime you leave your computer. Treetop Village is not responsible for the security or privacy of information communicated to or from such a computer. Finally, you should keep any correspondence you receive relating to this Site or the Services (including, but not limited to, your User ID, passwords, other registration information, emails, order information, or any other information) confidential and in a safe place.

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- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
• Identification of the material that is claimed to be infringing or to be the subject of infringing activities and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate the material.
• Contact information for the notifying party, including name, address, telephone number, and email address.
• A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
• A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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