



Acceptable Use Policy

This is Big Trout Condominium Association Usage Policy, which supplements the service agreement of each user of the Big Trout Condominium Association (VBT)'s services (each, a "Subscriber"). Every Subscriber is subject to this Usage Policy, and by virtue of using Big Trout Condominium Association (VBT)'s services, network, and/or systems (collectively the "Services") agrees to be bound by this Usage Policy. Big Trout Condominium Association (VBT) will revise this Usage Policy from time to time. A Subscriber's use of the Services after revisions to the Usage Policy are posted on Big Trout Condominium Association (VBT)'s website at www.bigtrouthoa.com, will constitute such person's acceptance of any changes or additions to the Usage Policy.

Subscribers violate this Usage Policy when they (or their affiliates or customers) engage in the following prohibited activities.

Violations of Intellectual Property Rights

Any violation of any person's intellectual property rights, rights of privacy, rights of publicity or other personal rights is prohibited. Big Trout Condominium Association (VBT) is required by law to remove or block access to content appearing on or through the Services upon receipt of proper notice of copyright infringement (see "Copyright Infringement Notice Information" below).

Spamming

Spamming, whether or not it overloads the Services or disrupts service to Big Trout Condominium Association (VBT)'s Subscribers, is prohibited. The term "spamming" includes, but is not limited to, the sending of unsolicited bulk and/or commercial message over the Internet or maintaining an open SMTP policy. Big Trout Condominium Association (VBT) reserves the right to determine, in its sole and absolute discretion, whether e-mail recipients were from an opt-in email list.

Misrepresentation of Transmission Information

Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.

Viruses and Other Destructive Activities

Use of the Services for creating or sending Internet viruses, worms or Trojan horses, or for ping, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Subscriber to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet.

Hacking

"Hacking" and related activities is prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.

Export Control Violations

The exportation of encryption software outside of the United States and/or violations of United States law relating to the exportation of software is prohibited.

Child Pornography

The use of the Services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. Big Trout Lodge (BTL) is required by law, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services.

Other Illegal Activities

The use of the Services to engage in any activities that are determined by Big Trout Condominium Association (VBT), in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, and failure to comply with applicable on-line privacy laws. VBT will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.

Obscene, Defamatory, Abusive or Threatening Language

Use of the Services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited.

Other Activities

Engaging in any activity that, in Big Trout Condominium Association (VBT)'s sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, Big Trout Condominium Association (VBT)'s business, operations, reputation, goodwill, homeowners and/or homeowner relations, or the ability of Big Trout Condominium Association (VBT)'s homeowners to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate this Usage Policy. In addition, the failure by a Subscriber to

cooperate with Big Trout Condominium Association (VBT) in correcting or preventing violations of this Usage Policy by, or that result from the activity of, a customer of the Subscriber is a violation of this Usage Policy.

Periodically, Big Trout Condominium Association (VBT) does monitor its customers' activities to determine whether they are in compliance with this Usage Policy. When Big Trout Condominium Association (VBT) becomes aware of any violation of this Usage Policy or its User Agreement, Big Trout Condominium Association (VBT) may take any action to stop or correct such violation, including, but not limited to, denying access to the Services or to the Internet, and/or removing information. In addition, Big Trout Condominium Association (VBT) may take action against a Subscriber or a customer of such Subscriber because of the activities of such customer. Big Trout Condominium Association (VBT) reserves the right to take any such action even though such action may affect other customers of the Subscriber.

Big Trout Condominium Association (VBT) may disclose any information in its possession, including, without limitation, information about Subscribers, internet transmissions and website activity in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request, to protect Big Trout Condominium Association (VBT) or others from harm, and/or to ensure the proper operation of the Services. Big Trout Condominium Association (VBT) has no obligation to notify any person, including the Subscriber about whom information is sought, that Big Trout Condominium Association (VBT) has provided the information.

In accordance with the Digital Millennium Copyright Act, Big Trout Condominium Association (VBT) has adopted a policy that provides for termination of websites hosted within the Big Trout Condominium Association (VBT) network that are found to infringe on copyrights of third parties. If a copyright holder believes that there has been a violation of his or her copyright on a website that is hosted in Big Trout Condominium Association (VBT)'s network and the copyright holder wants Big Trout Condominium Association (VBT) to remove the website or disable the material in question, Big Trout Condominium Association (VBT) will remove the website or disable the material if the copyright holder provides us with all of the following information:

-A signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed. Identification of the copyrighted work that is claimed to be infringing, or, in the case of claimed infringement of multiple copyrighted works, a representative list of such works.

-Identification of the material that is claimed to be infringing or is the subject of infringing activity and that should be removed or access to which should be disabled, with information reasonably sufficient to permit us to locate the material.

-Information reasonably sufficient to permit us to contact the person giving the notification, such as an address and telephone, and, if available, an electronic mail address at which such person may be contacted.

-A statement that the person giving the notification has 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 the person giving the notification is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Notices should be directed to:

Big Trout Condominium Association
c/o: Carlette Lowell – Association Mgr.
1421 N. Meadowwood Lane
Suite 120
Liberty Lake, WA 99019