TERMS OF SERVICE

Effective Date: 11/20/26

These Terms of Service ("Terms") govern your access to and use of www.bedforda.com (the "Website"), which is maintained **on behalf of the** Bedford A Condominium Association Condominium Association, Inc. ("Association"), with **development, technical, and administrative support provided by** Delta Digital Designs, LLC ("Developer," "we," or "us").

By accessing or using the Website, you agree to be bound by these Terms. If you do not agree, you must discontinue use immediately.

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1. Authorized Use

- The Website is provided primarily for the benefit of Association unit owners and residents.
- Certain areas of the Website may require login credentials and are restricted to authorized users only.
- By using the Website, you represent that you are either:
    - A unit owner or authorized resident of the Association; or
    - An individual authorized by the Association to access the Website.

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2. Restrictions on Use of Association Information

- Records, notices, minutes, budgets, and financial documents posted on the Website are considered **Association records** under **Chapter 718, Florida Statutes**, and **Senate Bill 913 (2024)**.
- You agree not to:

- Share, distribute, or publish Association records to individuals or entities outside the Association's ownership or residency community without prior written authorization from the Board of Directors;

- Post Association records on social media, public websites, or other third-party platforms;

- Use Association records for commercial purposes or personal gain.

Violations of this provision may result in account suspension, restricted access, and/or Association disciplinary actions in accordance with its bylaws and the discretion of the Board of Directors.

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3. Website Content and Accuracy

- The Association is solely responsible for determining which records and information are required to be posted under Florida law.

- The Developer does not control, review, or warrant the accuracy of Association-provided content.

- The Association reserves the right to update, modify, or remove content at any time without notice.

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4. User Responsibilities

By using this Website, you agree that you will not:

- Attempt to gain unauthorized access to restricted areas, servers, or systems;

- Introduce viruses, malware, or other harmful technology;

- Interfere with the normal operation of the Website;

- Misuse login credentials or attempt to impersonate another user;

- Use the Website in a way that violates Florida law or Association rules.

5. Intellectual Property

- All logos, graphics, layouts, and website design elements created by the Developer remain the property of the Developer unless otherwise agreed in writing.
- Association records remain the property of the Association but are licensed for display on the Website.
- Nothing in these Terms or the Association's governing documents shall be construed to transfer ownership of the Developer's proprietary methods, systems, or intellectual property.

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6. Limitation of Liability

- The Association and Developer make no warranties regarding uninterrupted access, accuracy of posted content, or completeness of records.
- To the maximum extent permitted by law, neither the Association nor the Developer shall be liable for any damages arising out of or related to use of the Website, including but not limited to data loss, unauthorized access, or reliance on posted information.

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7. Indemnification

You agree to indemnify, defend, and hold harmless the Association, the Developer, and their respective officers, directors, employees, and agents from any claims, liabilities, damages, or expenses arising from your misuse of the Website or violation of these Terms.

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8. Governing Law, Jurisdiction & Arbitration

- These Terms shall be governed by and construed in accordance with the laws of the State of Florida.

Arbitration Agreement

Any dispute, claim, or controversy arising out of or relating to these Terms, the Website, or your use thereof shall be resolved exclusively through binding arbitration administered by the **American Arbitration Association (AAA)** under its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction.

- Arbitration shall take place in **_____Palm Beach_____ County, Florida**.
- Each party shall bear its own costs and attorney's fees, except as otherwise required by law.
- By using this Website, you waive any right to trial by jury or participation in a class action.

Fallback Venue

If arbitration is deemed unenforceable by a court of competent jurisdiction, disputes shall be resolved exclusively in the state or federal courts located in **_____Palm Beach_____ County, Florida**.

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9. Termination of Access

The Association reserves the right to suspend or terminate your access to the Website, with or without notice, for any violation of these Terms or for other conduct deemed harmful to the Association, the Developer, or other residents.

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10. Conflicts with Governing Documents

In the event of any conflict between these Terms and the Association's governing documents, the **governing documents shall control.**

- This provision does not grant the Association the right to amend its governing documents in a way that transfers ownership of the Developer's intellectual property, systems, or data processing methods.

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11. Changes to These Terms

The Association reserves the right to modify these Terms at any time. Notice of material changes will be posted on the Website. Your continued use of the Website after such changes constitutes your acceptance of the updated Terms.

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12. Contact Information

For questions regarding these Terms of Service or the **administrative operation** of this Website, please contact the Association's authorized representative:

Property Management Company: Pruitt's Property Management
Email: fester4040@bellsouth.net
Phone: (561) 662-0754

For technical issues, accessibility concerns, or inquiries related to the **website's functionality**, please contact the Developer:

Developer (Technical Support):
Delta Digital Designs, LLC
Email: **contact@deltadigitaldesigns.com**

The Developer provides technical and hosting support only and is not responsible for content accuracy, record postings, or Association administrative matters.

Last Updated: 11/20/26

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