## INDIGO RESIDENT AGREEMENT

Web Site: www.indigoresidents.org

Last Revised: March 28, 2024

This is an agreement between you and the Indigo Residential Community Association ("IRCA"), a Texas non-profit corporation. In addition to the terms below, it specifically incorporates as though restated in full herein the Terms of Use established by Meristem and its affiliates including all of the rights granted to Indigo and listed on indigoresidents.org ("Website")

By clicking "I agree" to the resident agreement you agree on behalf of yourself and all members and/or guests of your household, to accept and abide by all of the terms and conditions found in the Indigo Resident Agreement for use of the Web Site, as posted at indigoresidents.org and updated from time to time.

The IRCA may change and/or add to their respective terms and conditions at any time, and any reference to the term "User Agreement" includes any such changes or additions. New or revised terms and conditions will be posted on the Web Site and will be effective immediately upon posting. Your continued use of the Web Site will serve as your agreement to abide by all such new or revised terms and conditions. If, at any time, any term or condition of this User Agreement is not acceptable to you, you (and all members and guests of your household) should immediately cease all use of the Web Site. Access to the Web Site is conditioned upon each resident's acceptance of the User Agreement.

- 1. The Web Site is for Indigo residents and is designed to promote neighbor to neighbor interaction through an exclusive online Web Site. Only residents of Indigo and Meristem authorized employees, representatives, agents, affiliates or service providers may access the Web Site.
- 2. The Web Site and its content is intended for personal use only and it will be managed and operated by IRCA. All content published on the Web Site will be subject to review, modification, and/or deletion by IRCA.
- You are fully responsible for, and you agree to monitor and supervise, all use of the Web Site by guests and members of your household from your home or otherwise to ensure compliance with this User Agreement. THIS RESPONSIBILITY INCLUDES SUPERVISION OF ANY HOUSEHOLD MEMBERS AND GUESTS UNDER 18 YEARS OF AGE. RESIDENTS UNDER 13 YEARS OLD MAY NOT ACCESS THE WEB SITE.
- 4. The Web Site provides access to information, software, photographs, audio, video, graphics, links and other material (collectively referred to as "Content") that is legally protected by IRCA and/or others under patent, copyright,

trademark and other intellectual property laws. You agree to comply with all copyright notices and other restrictions contained in any Content available on, or accessed through, the Web Site.

- 5. IRCA has the right, in its sole discretion, to restrict, suspend, or terminate your access (and access by any member or guest of your household) to all or any part of the Web Site, at any time for any reason without prior notice or liability. IRCA may also change, suspend or discontinue all or any aspect of the Web Site at any time without prior notice or liability. In accordance with the Terms of Use, Indigo, in its sole discretion, has the right, immediately and without any prior notice, to suspend or terminate your registration with or ability to access the Web Site and/or any other service provided to you by Indigo.
- 6. Your privacy is important to IRCA. The Privacy Statement is posted on the Web Site.