

www.chuckfowler.com website

Comprehensive Terms of Use and Privacy Policy – www.chuckfowler.com

Effective Date: January 1, 2026

IMPORTANT – LEGALLY BINDING AGREEMENT

These Terms of Use and Privacy Policy (“Terms”) constitute a legally binding agreement between you (“User”) and cFowler communications co. (“Company”). By accessing or using this Website, or by clicking “I agree,” you acknowledge that you have read, understood, and agree to be bound by these provisions.

1. INTELLECTUAL PROPERTY RIGHTS

All content, including text, graphics, trademarks, service marks, and materials derived from HOAs Explained™, are owned exclusively by the Company. Unauthorized use may result in legal action, including injunctive relief and damages.

2. LIMITED LICENSE

The Company grants you a limited, revocable, non-exclusive, non-transferable license for personal, non-commercial use only.

3. PERMITTED QUOTATIONS

Brief excerpts may be used with attribution. Any other use requires prior written consent.

4. REALTOR LICENSE

Licensed real estate professionals may use limited excerpts solely for client education. Commercial exploitation, redistribution, or derivative works are strictly prohibited.

5. PROHIBITED USES

You agree not to:

- Copy, reproduce, or distribute content beyond permitted use
- Reverse engineer or exploit Website functionality
- Misrepresent content or authorship

6. DISCLAIMER

All content is informational only and does not constitute legal, financial, or real estate advice.

7. NO REFUND POLICY

All digital sales are final. No refunds will be issued under any circumstances except where required by law.

8. CLICKWRAP ENFORCEABILITY

Affirmative acceptance via checkbox or button constitutes enforceable agreement.

9. DMCA

Claims must be submitted to contact@chuckfowler.com. The Company reserves the right to remove content and terminate access.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by Colorado law, the Company shall not be liable for indirect, incidental, or consequential damages.

11. INDEMNIFICATION

You agree to indemnify and hold harmless the Company from any claims arising from your use or misuse.

12. DISPUTE RESOLUTION

All disputes shall be resolved exclusively in the state or federal courts located in Colorado. You consent to jurisdiction and venue.

13. GOVERNING LAW

These Terms are governed by the laws of the State of Colorado.

14. PRIVACY POLICY

Information Collected:

We collect personal data (name, email) and technical data (IP address, device info).

Use:

To provide services, communicate, and improve operations.

Sharing:

We do not sell personal data. Data may be shared with service providers or as required by law.

Security:

We use commercially reasonable safeguards.

Cookies:

Used for analytics and performance.

Rights:

You may request access or deletion of your data. Email requests to email address below.

15. MODIFICATIONS

We reserve the right to modify these Terms at any time.

16. CONTACT

cFowler communications co.

contact@chuckfowler.com

Colorado Springs, Colorado

www.chuckfowler.com