

WAIALUA COMMUNITY ASSOCIATION

A Hawaii Nonprofit Corporation | 501(c)(3)
66-434 Kamehameha Hwy, Haleiwa, HI 96712
waialuacommunityassociation.org

WEBSITE TERMS AND CONDITIONS OF USE

Effective Date: June 10, 2025

Last Revised: June 10, 2025

1. Acceptance of Terms

By accessing or using the Waialua Community Association website (the “Site”), including any online forms, payment portals, or interactive features located at waialuacommunityassociation.org, you (“User”) agree to be bound by these Terms and Conditions (“Terms”) and all applicable federal and Hawaii state laws. If you do not agree to these Terms, you must immediately discontinue use of the Site.

These Terms constitute a binding agreement between you and the Waialua Community Association (“WCA,” “Association,” “we,” or “us”), a Hawaii nonprofit corporation organized under Hawaii Revised Statutes (“HRS”) Chapter 414D and recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code.

2. Description of Services

The Site provides information about WCA’s programs and facilities, and enables Users to submit the following types of transactions online:

- Charitable donations to WCA
- Annual membership enrollment and renewal
- Facility rental inquiries and payments
- Car wash program payments
- Outstanding balance payments

WCA reserves the right to modify, suspend, or discontinue any service or feature at any time without prior notice. Use of the Site does not guarantee availability of any particular facility, date, or program.

3. Eligibility; Minors

You must be at least 18 years of age to submit any online transaction, including donations, membership enrollment, and facility rental payments. By submitting any form or payment through the Site, you represent and warrant that you are 18 years of age or older and have the legal authority to enter into a binding agreement.

WCA's Site is not directed to children under the age of 13. WCA does not knowingly collect personal information from children under 13 in compliance with the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501 et seq. If you believe a minor has submitted personal information through the Site, please contact us immediately at the address in Section 15.

4. Donations and Tax Acknowledgment

4.1 Tax-Exempt Status

WCA is recognized by the Internal Revenue Service as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Donations made to WCA may be deductible for federal income tax purposes to the extent permitted by law. WCA does not provide tax advice; consult your tax advisor regarding deductibility.

4.2 Written Acknowledgment

For donations of \$250 or more, WCA will provide a written acknowledgment as required by IRC § 170(f)(8) and IRS Rev. Proc. 90-12. The acknowledgment will state: (a) the amount of cash contributed; (b) whether WCA provided any goods or services in exchange; and (c) a good-faith estimate of the value of any such goods or services. No written acknowledgment will be issued for anonymous donations or for donors who affirmatively decline tax acknowledgment eligibility through the Site's anonymous donation option.

4.3 No Goods or Services

Unless otherwise expressly stated at the time of your donation, WCA confirms that no goods or services were provided in exchange for your contribution, making the full donation amount potentially deductible subject to applicable limitations.

4.4 Non-Refundable

All donations are final and non-refundable. If you believe a donation was made in error, contact WCA within 5 business days at the address in Section 15. WCA may, in its sole discretion, issue a refund for documented errors.

5. Membership

Membership in WCA is annual. By enrolling or renewing membership through the Site, you agree to the current membership terms, fee schedule, and any applicable bylaws of the Association. Membership fees are non-refundable after 30 days from the date of enrollment or renewal.

Membership benefits, including issuance of parking stickers and access to member rates for facility rentals, are conditioned on WCA's receipt of your complete mailing address and payment in full. WCA reserves the right to modify membership benefits, fees, or eligibility requirements upon 30 days' notice posted to the Site.

6. Facility Rentals

6.1 Governing Documents

All facility reservations are subject to WCA's Facility Use Agreement and Fee Schedule, which is incorporated herein by reference. In the event of any conflict between these Terms and the Facility Use Agreement, the Facility Use Agreement governs with respect to facility-specific matters.

6.2 Online Payments

Payments submitted through the Site's facility rental portal represent a reservation request only and do not constitute a confirmed booking until WCA issues written confirmation. WCA reserves the right to decline or cancel any reservation request.

6.3 Amplified Sound and Event Curfew

Consistent with the City and County of Honolulu's noise ordinance (Revised Ordinances of Honolulu § 41-1.1 et seq.) and WCA's facility rules, all amplified sound must conclude by 9:30 p.m.; all events must conclude by 10:00 p.m.; and the premises must be cleared by 11:00 p.m. These are hard-stop requirements and are non-negotiable regardless of rental duration.

6.4 Cancellations and Refunds

Cancellation and refund terms are governed by the WCA Facility Use Agreement and Fee Schedule in effect at the time of booking. The current fee schedule is available from WCA upon request and will be provided with your booking confirmation.

6.5 Security Deposit

A refundable security deposit is required for parties and events as set forth in the Facility Use Fee Schedule. Security deposits will be returned within 14 business days following the event, less any deductions for damages, cleaning, or rule violations as determined by WCA in its reasonable discretion.

6.6 Event Insurance

Event insurance naming WCA as an additional insured is required for all parties and events, and for any hourly use involving alcohol. Proof of insurance must be submitted to WCA no later than 7 days prior to the event date. WCA reserves the right to cancel a reservation if insurance requirements are not met.

7. Payment Processing

WCA uses third-party payment processors, including PayPal and StaticForms, to process online transactions. By submitting payment through the Site, you also agree to the terms of service of the applicable payment processor. WCA does not store credit card or banking information on its servers.

WCA is not responsible for payment processing errors, delays, or failures caused by third-party processors, your financial institution, or factors outside WCA's reasonable control. If a payment is declined or reversed by your financial institution, WCA reserves the right to cancel the corresponding transaction, reservation, or membership.

All online payments are processed in U.S. dollars. The Site is hosted on the Wix platform; your use of the Site is also subject to Wix's Terms of Use available at wix.com/about/terms-of-use.

8. Privacy and Data Collection

8.1 Information Collected

WCA collects personal information you voluntarily submit through the Site, including your name, mailing address, email address, phone number, and payment information. WCA uses this information solely to process your transactions, fulfill membership and program obligations, and communicate with you about WCA activities.

8.2 No Sale of Personal Information

WCA does not sell, rent, or trade your personal information to third parties. WCA may share your information with third-party service providers (such as payment processors and email service providers) solely as necessary to fulfill your transaction. WCA will disclose personal information if required by law, court order, or governmental authority.

8.3 Cookies and Analytics

The Site may use cookies and similar tracking technologies to improve user experience. By using the Site, you consent to the use of cookies consistent with the Wix platform's privacy practices. You may disable cookies through your browser settings; however, some Site features may not function properly if cookies are disabled.

8.4 Security

WCA uses commercially reasonable measures to protect personal information submitted through the Site. However, no internet transmission is completely secure. WCA cannot guarantee the absolute security of your information and is not liable for unauthorized access resulting from circumstances beyond WCA's reasonable control.

9. Intellectual Property

All content on the Site, including text, graphics, logos, images, and software, is the property of WCA or its licensors and is protected by applicable United States copyright and trademark laws. You may not reproduce, distribute, modify, or create derivative works from any Site content without WCA's prior written consent.

The name "Waialua Community Association," the WCA logo, and associated marks are the property of WCA. Unauthorized use of WCA's name or marks is prohibited.

10. Prohibited Uses

You agree not to use the Site for any of the following purposes:

- Submitting false, fraudulent, or misleading information in any form or payment
- Impersonating any person or entity, or misrepresenting your affiliation with any person or entity
- Using any automated means, bots, or scrapers to access or collect data from the Site
- Interfering with or disrupting the integrity or performance of the Site or its servers
- Attempting to gain unauthorized access to any portion of the Site or its systems
- Using the Site in any manner that violates applicable federal, state, or local law, including HRS Chapter 708 (computer crimes) and HRS Chapter 481A (deceptive trade practices)

11. Disclaimers; Limitation of Liability

11.1 As-Is Basis

THE SITE AND ALL CONTENT, SERVICES, AND TRANSACTIONS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11.2 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WCA, ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, REVENUE, OR GOODWILL, EVEN IF WCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WCA’s total liability for any claim arising out of or related to these Terms or your use of the Site shall not exceed the amount you paid to WCA in the 12 months preceding the claim, or \$100, whichever is greater.

11.3 Third-Party Services

WCA is not responsible for the content, privacy practices, or terms of any third-party websites, services, or platforms linked to or from the Site, including PayPal, StaticForms, and Wix. Links to third-party sites do not constitute endorsement by WCA.

12. Indemnification

You agree to indemnify, defend, and hold harmless WCA, its officers, directors, employees, volunteers, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Site; (b) your violation of these Terms; (c) your violation of any applicable law; or (d) any information you submit through the Site that is false, inaccurate, or misleading.

13. Governing Law; Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the State of Hawaii, without regard to conflict of law principles. Any dispute arising out of or relating to these Terms or your use of the Site shall be subject to the exclusive jurisdiction of the state and federal courts located in Honolulu, Hawaii, and you consent to personal jurisdiction in such courts.

Before initiating any legal proceeding, you agree to provide WCA with written notice of your claim and a 30-day opportunity to resolve the dispute informally. Written notice should be sent to the address in Section 15.

14. Changes to These Terms

WCA reserves the right to modify these Terms at any time. Changes will be effective upon posting of the revised Terms to the Site, with the "Last Revised" date updated accordingly. Your continued use of the Site after any such changes constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must discontinue use of the Site.

WCA will make reasonable efforts to notify Users of material changes by posting a notice on the Site's homepage for a minimum of 30 days prior to the effective date of the change.

15. Contact Information

Questions, notices, or requests regarding these Terms should be directed to:

Waialua Community Association
Attn: Website Administrator
66-434 Kamehameha Hwy
Haleiwa, HI 96712
Wca66434@gmail.com

All formal legal notices must be submitted in writing by U.S. mail or personal delivery to the address above.

16. Miscellaneous

Severability. If any provision of these Terms is found to be unenforceable or invalid under applicable law, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

Entire Agreement. These Terms, together with the WCA Facility Use Agreement (where applicable), constitute the entire agreement between you and WCA with respect to your use of the Site and supersede all prior agreements and understandings.

No Waiver. WCA's failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

No Agency. Nothing in these Terms creates any partnership, joint venture, agency, franchise, or employment relationship between you and WCA.

WAIALUA COMMUNITY ASSOCIATION

A Hawaii Nonprofit Corporation

Effective: June 10, 2025