

# Terms of Use

## 1. Acceptance of Terms of Use

Woodcock Nature Center, Inc. (“**Woodcock**”) is a 501(c)3 non-profit organization dedicated to making our preserve available to the community while protecting our environment and fragile habitats.

These Terms of Use and our Privacy Policy (together, the “**Terms**”) govern your use of our website (<https://www.woodcocknaturecenter.org/>) and any related online and offline services we provide (collectively, the “**Services**”). This includes any electronic content, functionality, features, and applications provided through the Services (collectively, “**Materials**”). The Terms also include any additional terms we may post through our Services for particular activities (e.g., Field Trips, Summer Camps) If you have a business relationship with us, the contractual terms of that relationship will control in the event of any conflict.

Please read these Terms carefully before you start to use our Services. By using the Services, you represent and warrant that you are of legal age to form a binding contract with us, and agree to be bound and abide by our Terms. If you are using our Services on behalf of an organization, you represent that you are authorized to, and do, enter into these Terms on behalf of that organization. If you do not agree to all of our Terms, or if you violate them in any way, you may not access or use the Services. We may in our sole discretion modify or update the Terms at any time, and by using the Services after the posting of a modification, you accept the modification. PLEASE SEE SECTIONS 11-13 BELOW REGARDING YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING OUR SERVICES, INCLUDING A WAIVER TO A JURY TRIAL OR CLASS ACTION.

## 2. Your Responsibilities

You are responsible for any activity that occurs through your use of the Services. All information you provide to us must be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.

If we provide the ability to make purchases through the Services the following terms apply: (1) We make reasonable efforts to accurately display the features and details of the products or services available through the Services, but do not guarantee that such attributes as presented will be accurate, complete, reliable, current, free of errors, or that your electronic display will accurately reflect all aspects of pictured products or services. All products and services are subject to availability, which is not guaranteed. We reserve the right to discontinue any products or services at any time for any reason. Prices for products and services are subject to change at any time. (1) You agree to provide current, complete, and accurate payment information for all purchases made through the Services, so that we can complete your transactions and contact you as needed. Sales tax and shipping fees may be added to the purchase price unless we expressly indicate otherwise. All payments are in US dollars. (2) You agree to pay all charges at the prices then in effect for your purchases and any applicable sales tax and shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. (3) We reserve the right to refuse any order placed through the Services. We may, in our sole

discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same account, the same payment method, and/or orders that use the same billing or shipping address. Any service you purchase (e.g., attending a special event, visiting our preserve) will expire one (1) year purchase unless another specific duration is provided at the time of purchase (e.g., designated date(s) or period of time).

If we let you create an online account through our Services, you are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account or any account privileges. With the exception of individuals or organizations that are expressly authorized to create accounts on behalf of their employers or others, we prohibit the creation of and you agree that you will not create an account for anyone other than yourself. You are responsible for keeping your password for the Services (if any) secret and secure.

### **3. Prohibited Actions**

You agree not to: (a) decompile, reverse engineer, disassemble, modify, reduce the Services to human readable form or create derivative works based upon the Services or any part thereof; (b) disable any licensing or control features of the Services; (c) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage or delete any Materials, or retrieve or record information about the Services or its users; (d) merge the Services or Materials with another program or create derivative works based on the Services or Materials; (e) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Services or Materials; (f) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Materials or access to the Services to others; (g) use, or allow the use of, the Services or the Materials in violation of any applicable laws or regulations; (h) otherwise act in a fraudulent, illegal, misleading, malicious or negligent manner when using the Services; (i) post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming, impersonating or intimidating people or entities; (j) create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any "junk mail," "chain letter," "spam" or any other similar solicitation; (k) access or use the Services by means of any automated program, expert system, electronic agent or "bot" except for general purpose search engines; (l) give any other person or entity unauthorized access to the Services or (m) scrape, copy, republish, license, or sell the information or Materials on the Services. We may pursue legal action and/or report to law enforcement for any such violations.

### **4. User Feedback**

You agree that we are free to use any feedback, corrections, ideas, concepts, know-how, or techniques that you provide to us in regard to the Services (collectively, "**Feedback**") for any purpose and you waive all rights therein. *Please do not send us any Feedback that you wish us to keep confidential or for which you expect to receive compensation unless we expressly agree in writing otherwise.*

## **5. Privacy Policy**

We value your privacy, and any personal information collected by us in connection with the Services will be maintained in accordance with our posted Privacy Policy.

## **6. Reporting Copyright Infringement and Other Violations with Respect to Services**

We respect the intellectual property rights of others, and we prohibit users of our Services from hosting or transmitting any materials that violate another person's intellectual property rights or these Terms. If you are aware of any copyright infringement or other issues, please notify us via the contact information below.

## **7. Our Intellectual Property Rights**

We grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Services for lawful purposes in accordance with our Terms. The Services contain Materials owned or licensed by us, including name, logo, text, images, audio/visual works, icons and scripts and other materials provided on or through the Services. Except as provided herein, none of the Materials may be copied, distributed, displayed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, used to create a derivative work, or transmitted in any form or by any means without prior written permission from us or the third party owner. Unauthorized use of any Materials provided by the Services may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or other regulations and statutes.

Except as expressly provided herein, we and our licensors reserve all rights with respect to the Services and Materials, and may pursue all legally available options under both civil and criminal laws (and may cooperate with law enforcement agencies) in the event of any violations, including but not limited to the right to terminate accounts of any user who has infringed any intellectual property or proprietary rights. We may also disable any social media features and any links at any time without notice in our sole discretion.

Trademarks and service marks that may be referred to in the Services are owned by us or their respective owners. Nothing in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our written permission. The names and logos used by us may not be used in any way, including in advertising or publicity pertaining to distribution of materials in the Services, without prior written permission.

## **8. Materials**

We may update the content in our Services and Materials from time to time, but it will not necessarily be complete or up-to-date. Although it is our intention for the Services to be available as much as possible, there may be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We may remove any content from the Services for any reason, without prior notice.

## **9. Links in the Services**

Although we may control some of the hyperlinks in the Services, other links within the Services may lead to third-party sites or services. We include these third-party links or services solely as a convenience to you. The presence of a link or service does not imply an endorsement of the linked site or service, its operator, or its contents, or that we are in any way affiliated with the linked site or service. The Services do not incorporate any materials appearing in such linked sites by reference. Third party sites and services are not controlled by us, and may have different terms of use and privacy policies, which we encourage you to review.

## **10. Links to or from our Services**

You may link to our Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Services may provide certain social media features that enable you to: link from your own or certain third-party websites to certain content on our Services; send communications with certain content, or links to certain content, using the Services; or cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us, and must not otherwise: (i) establish a link from any website that is not owned by you; (ii) cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site (for example, scraping, framing, deep linking, or in-line linking); or (iii) take any action with respect to the Services that is inconsistent with these Terms. We may disable any social media features and any links at any time without notice in our sole discretion.

## **11. Disclaimer of Warranties; Limitation of Liability**

YOUR USE OF THE SERVICES AND MATERIALS IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND MATERIALS ARE PROVIDED "AS IS" WITHOUT A REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH USE OR DOWNLOADING MATERIAL FROM THE SERVICES. UNDER NO CIRCUMSTANCES SHALL WE OR BY EXTENSION OUR OWNERS, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT OR INDIRECT, ACTUAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

The provisions in these Terms are intended to be only as broad and inclusive as is permitted by applicable law. We reserve all rights, defenses and permissible limitations under applicable law.

## **12. Indemnification**

You agree that you will be responsible for any damages resulting from your violation of these Terms. You further agree to indemnify and hold us, and by extension our owners, affiliates, officers, directors, agents, employees, contractors or service providers, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (i) your breach of these Terms; (ii) your activities in connection with the Services, including any violation of any law or the rights of any third party that occurs in connection with your use of the Services; or (iii) information that you provided to us through the Services.

## **13. Governing Law; Jurisdiction and Class Action Waiver**

THE LAWS OF THE STATE OF CONNECTICUT WILL GOVERN THESE TERMS AND ANY DISPUTE RELATING TO THE SERVICES, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAWS. YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT STATE AND FEDERAL COURTS WITH JURISDICTION FOR WILTON, CONNECTICUT IN RELATION TO ANY CLAIM, DISPUTE OR DIFFERENCE ARISING FROM THE SERVICES OR THESE TERMS, AND YOU AGREE TO WAIVE ANY RIGHT OF REMOVAL OR TRANSFER WHETHER DUE TO FORUM NON CONVENIENS OR OTHER REASON. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are expressly excluded from these Terms.

YOU WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY JUDICIAL PROCEEDING. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

## **14. Services Controlled from United States**

Our Services are operated from the United States. We make no representation that content or materials in the Services are appropriate or available for use in other jurisdictions. Access to any of the Services from jurisdictions where such access is illegal is strictly prohibited. If you choose to access the Services from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws.

## **15. Entire Agreement; Severability**

You acknowledge that you have read and understood and agree to be bound by these Terms. You further agree that these Terms (including our posted Privacy Policy) constitute the complete and exclusive statement of the agreement between you and Woodcock, and supersedes all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of these Terms. If any provision of these Terms is found unenforceable, it shall not affect the validity of the remainder of these Terms, which shall remain valid and enforceable according to its terms, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Woodcock as a result of these Terms or your use of the Services. Notwithstanding the foregoing, we may have negotiated and executed written agreements with specific individuals or organizations with respect to specific matters addressed therein, and nothing in these Terms is intended to supersede any such agreements.

## **16. Contact Information**

If you have any questions, concerns or comments about these Terms or our Services, please contact us via mail to: Woodcock Nature Center, 56 Deer Run Road, Wilton, CT 06897; by phone to (203) 762-7280; or by email to [wnc@woodcocknaturecenter.org](mailto:wnc@woodcocknaturecenter.org).

These Terms were last updated December 14, 2022.