



## **Terms of Use**

These Terms of Use, along with the Privacy Policy, apply to all of Saw Mill River Audubon Society's ("SMRA," "we," "us" or "our") digital platforms, including this website and at SMRA's social media sites ("Media"). These Terms of Use apply also to in-person interactions with SMRA, including participation in our field trips,

workshops, classes, and public programs. By accessing and using our Media, you agree to be bound to these Terms of Use. We may modify, add to, or delete portions of these Terms of Use at any time, and any modifications, additions or deletions to these terms will become immediately, prospectively effective upon posting. Please review these Terms of Use regularly. You agree that your continued use of the Media sites following posting of updated Terms of Use constitutes your consent to any changes.

Additionally, while we are an entity separate from the National Audubon Society, our Media contains several references and hyperlinks to the National Audubon Society's digital platforms, websites and social media sites. You are advised to review the National Audubon Society's Terms of Use.

## **Participation in SMRA Activities**

As part of our mission to maintain environmental quality by protecting natural ecosystems through education, advocacy and habitat conservation, we organize field trips, workshops, classes, and public programs. Additionally, our wildlife sanctuaries are open to visitors. If you choose to participate in one of our field trips, workshops, classes, or public programs, or if you visit one of our wildlife sanctuaries, you acknowledge the inherent physical dangers, including, but not limited to, physical injuries resulting from over-exertion and trips and falls in hiking and other outdoors activities and agree to hold harmless SMRA, its directors, members, employees, agents and affiliates for any personal injuries suffered in connection with your participation in an SMRA field trip, workshop, class, or public program, or your visit of one of our wildlife sanctuaries.

## **Copyrights**

Our Media (including both its photographs and literary content and the code used in programming the platforms) is protected by U.S. and international copyright laws. All rights reserved. Except as specifically provided in these Terms of Use, no part of the Media may be reproduced, distributed, displayed, transmitted, stored in a retrieval system or used to create derivative works without prior consent of the copyright owner. You may copy and print content for your personal, non-commercial use only, provided that you include all copyright and other notices, including any photo credits, in the content, and that you do not modify the content. To request permission from SMRA for any other use, please contact our office at [office@sawmillriveraudubon.org](mailto:office@sawmillriveraudubon.org).



### **Third Party Content**

SMRA's Media include links to sites and services governed by the terms set by those third parties. SMRA is not responsible in any way for any third party sites, or for any products or services that may be advertised by third parties on our Media platforms. SMRA does not endorse the content, operators, products, or services of these providers.

### **Permitted Use of Media Materials**

Any use of the text, photographs, videos, animations, illustrations, charts, maps, graphs or any other material found on SMRA Media ("Materials") must be for personal and informational purposes only, and not for commercial purposes. Materials may not be modified, nor may they be used, copied or distributed separate from the accompanying text.

Nothing contained herein shall be constructed as conferring by implication, estoppel, or otherwise any license or right to any SMRA intellectual property. Unless expressly granted, all rights are reserved to SMRA.

### **Posting Content to Media**

We welcome your participation in and contributions to our social media networks. By submitting to us for review, uploading or otherwise transmitting comments, pictures, videos, audio files or any other material ("Posted Materials") to our social media networks ("post," "to post" or "posting") you are agreeing to the following terms:

Our social media networks are to be used solely for non-commercial purposes. You may not use our social media networks to post Posted Materials containing any advertisements or solicitations for funds, good or services.

You may not post Material that is defamatory, obscene, hateful, harassing, or discriminatory, or that is a violation of any law, including those protecting privacy, publicity, trade secrets, copyrights, and trademarks.

We are not under any obligation to monitor the Materials and Posted Materials, residing on or transmitted to our Media; however, we may, at our discretion and without warning, modify, remove or reject any Posted Materials for any reason, including to prevent the violation of our rights or the rights of other parties, to comply with any law, regulation or other government request, or to operate our Media properly. In addition, we review and then approve or deny, as the case may be, all Posts to our Facebook page. We may deny Posts for any reason or no reason. Furthermore, we may later delete Posts which we have previously approved.

By Posting Posted Material to our social media sites, you represent and warrant that you are the sole owner of all rights in the Posted Materials (including all copyrights) and/or that you have the right to license the Posted Material to SMRA for all the uses contemplated herein; and no part to the Posted Materials will infringe upon or violate any publicity, privacy, patent, copyright, trademark, or other proprietary rights of any third parties.



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developed for any purpose, including commercial use.

You may not link to, post, upload, or transmit any software or other Posted Material that contains malware, including, but not limited to, viruses, trojan horses, worms, spyware, adware, ransomware or other harmful malicious code. You may not use SMRA's social media networks to distribute chain letters, mass mailings, or spam or to gather email addresses for the purpose of sending spam to other users.

You must be at least 13 years old to Post Posted Materials on our social media networks. Additionally, please be advised that you must be at least 13 years old to use for any purpose certain platforms, such as Facebook on which our social media networks are hosted. You are advised to review these platforms' terms of use.

### **Representation, Warranty, and Indemnity**

By using SMRA's Media, you represent and warrant that a) your use of the Media complies with these Terms of Use; and (b) the Posted Material you Post on or through SMRA's Media does not and will not violate any of these Terms of Use. You agree to indemnify and hold harmless SMRA and its directors, members, employees, agents and affiliates from any and all claims, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising from: 1) your breach of any of the above representations and warranties; 2) your use of SMRA's Media; 3) any Posted Materials you Post; and 4) SMRA's use, publication, distribution or reproduction of any such Posted Materials.

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Additionally, through your participation in one of our field trips, workshops, classes, or public programs, you consent to our unrestricted use in our promotional and marketing materials of any photographs, videos or audio recordings created in connection with the field trip, workshop, class, or public program containing you or your likeness.

### **Copyright Agent**

If you believe that your work has been reproduced on SMRA's Media without permission, please contact Anne Swaim at [office@sawmillriveraudubon.org](mailto:office@sawmillriveraudubon.org) and be prepared to provide:

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- Your contact information, including your name, email address, and phone number;
- A signed statement that you are the copyright owner or an authorized agent of the copyright owner, and that you have a good-faith belief that the material as posted on the Media is not authorized by the copyright owner, its agent, or the law; and
- A signed statement, under penalty of perjury, that the information you have provided is truthful and accurate.

### **Applicable Law and Jurisdiction**

These Terms of Use, along with the Privacy Policy, shall be governed in accordance with the laws of the State of New York, without regard to principles of conflict of laws. Any dispute arising out of, in connection with, or related to these Terms of Use or your use of SMRA's Media, shall be brought in any Federal or State Court located in Westchester County and the State of New York, and the parties hereby waive any objection that they may have to personal jurisdiction in these courts.

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