



## TERMS OF SERVICE AGREEMENT

LAST UPDATED: November 24, 2008

Please read this Terms of Service agreement carefully. Your use of the Site (as defined below) constitutes your agreement to this Terms of Service agreement.

This Terms of Service Agreement (the "Agreement") is between you ("you) and The Marin Institute, a California non-profit corporation ("Company," "we," "us") concerning your use of "the Site," which is: [www.marininstitute.org](http://www.marininstitute.org), and web pages controlled by The Marin Institute through convio.net, and certain of our web sites, together with any successor site(s), including the site from which you are linking to this Policy, and all Services (as defined below).

**1. Acceptance of Terms.** The Site is made available by Company subject to this Agreement. We reserve the right to update or make changes to this Agreement from time to time in our sole discretion, which changes we may provide to you by any reasonable means, including without limitation, by posting the revised version of this Agreement on the Site. You can determine when this Agreement was last revised by referring to the "LAST UPDATED" legend at the top of this Agreement. When using any Services (as defined below), you agree that you are subject to any additional posted guidelines, rules, terms and conditions applicable to such Services, which are hereby incorporated by reference into this Agreement.

**2. Jurisdictional Issues.** The Site is controlled and operated by Company from the United States, and is not intended to subject Company to the laws or jurisdiction of any state, country or territory other than that of the United States. Company does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. You are also subject to United States export controls and are responsible for any violations of such controls, including any United States embargoes or other federal rules and regulations restricting exports. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

**3. Description of the Services.** We provide users of the Site with access to certain content and services related to our core mission TO REDUCE THE NEGATIVE INFLUENCE AND BEHAVIOUR OF THE ALCOHOL INDUSTRY, AND TO ADVOCATE IN OPPOSITION

TO THE INFLUENCE AND USE OF ADVERTISING FOR THE ALCOHOLIC BEVERAGE INDUSTRY, which may include, without limitation, music, videos, chat, forums, bulletin boards, blogs, photographs, graphics, video games, images, text, data, user comments, opinions, postings, weekly alerts, messages and other similar content (such content and services, collectively, the "Services").

**4. Registration; User Names and Passwords.** You may be required to register with Company in order to access certain Services or areas of the Site. With respect to any such registration, we may refuse to grant you, and you may not use, a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion.

Your user name and password are for your personal use only, and not for use by any other person. You are responsible for maintaining the confidentiality of any password you may use to access the Site, and agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party. You are fully responsible for all interaction with the Site that occurs in connection with your password or user name, including without limitation all Transactions (as defined below). You agree to immediately notify Company of any unauthorized use of your password or user name or any other breach of security related to your account or the Site, and to ensure that you "log off"/exit from your account with the Site (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

**5. Content.** All information, words, images, sounds, and other material on all pages of the Site ("Content"), to the extent proprietary in nature, is the property of Company. Company takes no responsibility and assumes no liability for any message, profile, opinion, question, answer, posting, data, information, file, text, link, music, sound, image, video, photo, graphic, code, work of authorship or other material posted, stored, or uploaded or downloaded by you, a Customer or any third party, or for any loss or damage to or resulting from such Content. AS A PROVIDER OF INTERACTIVE SERVICES, COMPANY IS NOT LIABLE FOR ANY MISTAKES, DEFAMATION, SLANDER, LIBEL, OMISSIONS, FALSEHOODS, OBSCENITY, PORNOGRAPHY OR PROFANITY IN ANY CONTENT, NOR WILL COMPANY BE LIABLE FOR ANY STATEMENTS, REPRESENTATIONS OR ANY OTHER INFORMATION OR CONTENT PROVIDED BY ITS USERS IN ANY PUBLIC FORUM, PERSONAL HOME PAGE OR OTHER INTERACTIVE AREA, WHETHER OR NOT PART OF THE SITE. Although Company has no obligation to screen, edit or monitor any of the Content posted to or distributed through the Site, Company reserves the right, and has absolute discretion, to remove, screen or edit, with or without notice, any Content posted or stored on the Site, at any time and for any reason.

By posting or distributing Content to or through the Site, you (a) grant Company, its affiliates and the entity about which the Content is written a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, translate, distribute, publish, delete, edit, create derivative works of and publicly display such Content throughout the world in any media, now known or hereafter devised; (b) grant Company, its

affiliates and sublicensees the right to display the name, title and company name associated with the account of the user that submitted such Content if such user has agreed to display such information publicly and, in instances when such user has not agreed to display such information publicly, grant Company, its affiliates and sublicensees the right to display the first name associated with the account of the user that submitted such Content; (c) grant Company, its affiliates and sublicensees the right to reject or refuse to post Content; (d) grant Company, its affiliates and sublicensees the right to contact you or any Content authors via email or telephone; and (e) represent and warrant to Company that (i) you own and control all of the rights to the Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute such Content to or through the Site; (ii) such Content is accurate and not misleading; and (iii) use and posting or other transmission of such Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity. You further grant Company the right to pursue at law any person or entity that violates your or Company's rights in the Content by a breach of these Terms, which right is without the implication of any obligation to do so.

Content submitted by any user will be considered public and non-confidential and Company may freely disclose or use such Content without consent or notice. Company shall have no obligation to offer or provide you (a) any payment or other consideration for Content that you or any user submits or (b) the opportunity to retrieve, view, review, edit, delete or otherwise modify Content once it has been submitted to Company. Company shall have no duty to attribute authorship of Content. You specifically agree that Company shall not be responsible for unauthorized access to or alteration of any Content.

If it is determined that you retain moral rights (including rights of attribution or integrity) in the Content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the Content by Company or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the Content; and (d) you forever release Company, and its licensees, successors and assigns, from any claims that you could otherwise assert against Company by virtue of any such moral rights.

**6. Proprietary Rights.** Except for the limited license granted below, Company expressly reserves all right, title and interest in and to the Site, the Content, the Company Technology (as defined below) and all other Company IP (as defined below) and no rights therein are transferred to you by your access to the Site or the Company IP. "Company Technology" means all technology, inventions, know-how and related intellectual property owned or developed by Company, including without limitation Company-related software, code, script or API and all processing, algorithms and other software and technology used by Company in the provision of the Site, together with any fixes, updates and upgrades of the foregoing. "Company IP" means all intellectual property of Company, including the Site, the Content, the Company Technology, all trademarks, trade names, service marks, logos, trade dress and similar intellectual property rights of Company, the Company-provided logo and link, and any copyright, patent, trademark, other intellectual property right or federal or state right pertaining thereto, together with all derivatives,

improvements, enhancements or extensions of any of the foregoing intellectual property conceived, reduced to practice or otherwise developed on or on behalf of Company. Company IP constitutes valuable assets of Company. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any license to Company IP, whether by estoppel, implication or otherwise.

Company and the Company logo, and all other product or service names or slogans displayed on the Site in connection with the Services, are registered and/or common law trademarks, service marks or trade names of Company and/or its suppliers or licensors, and, except as expressly provided herein, may not be copied, imitated or used, in whole or in part, without the prior written permission of Company or the applicable trademark holder. In addition, the look and feel of the Site constitute the service marks, trademarks and/or trade dress of Company and, except as expressly provided herein, may not be copied, imitated or used, in whole or in part, without the prior written permission of Company. All other trademarks, or service marks or trade names or trade dress, product names and company names or logos, whether or not registered, mentioned on the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship or recommendation thereof by Company.

**7. Licenses.** Subject to these Terms, Company hereby grants to you a limited, revocable, non-exclusive, non-transferable license (“License”) to access and use the Site and, to the extent necessary to your use of the Site, the Company IP, in each case solely in accordance with these Terms and the applicable policies of Company made available on the Company Site.

During the term of the License, Company hereby grants to you a limited, revocable, non-exclusive, non-transferable license to include the Company Site on your browser solely for the purpose of accessing the information available from the Site.

**8. Restrictions on Use.** The Company IP is to be used only to facilitate the exchange of opinions and information about the businesses, services, products and locations reviewed on the Site, and each person or entity supplying information to or using information from the Site shall only use the Company IP for such purpose. You shall not: (a) use, or allow the use of, any Company IP, except pursuant to the limited rights expressly granted in these Terms; (b) use the Company IP other than for its intended purpose or, with respect to the Company Technology that is a part thereof, in any manner that is inconsistent with user documentation, if any, made available to you by Company; (c) attempt to decompile, reverse engineer, hack into or compromise any aspect of the Company IP (including without limitation the Company Technology), or attempt to access personal data of any other registered users; (d) use any data mining, robots or similar data gathering or extraction methods to collect information or data from the Company IP; (e) remove, obscure or alter any legal notices, including notices of intellectual property rights appearing in or on the Company IP or any materials delivered to you by Company; (f) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Company IP; (g) reproduce, distribute, display, modify or make derivative uses of the Company IP or the Site Content, or any portion thereof

(except for any Content for which you have been given written permission), except as expressly provided herein; or (h) engage in any prohibited conduct, as detailed below.

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. You will not use the Company IP in any way or for any purpose that would violate, or would have the effect of violating, any applicable laws, rules or regulations or any rights of any third parties, including without limitation any law or right regarding the transmission of technical data exported from the United States or the country in which you reside, any laws affecting the transmission or posting of content or affecting the privacy of persons, or any law or right regarding any copyright, patent, trademark, trade secret, music, image or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity.

Except as expressly permitted herein, any use of any portion of the Company IP without the prior written permission of Company is strictly prohibited and will terminate the License. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes.

**9. Prohibited Conduct.** You agree that you are responsible for your own conduct and Content while using the Company IP and for any consequences thereof. You agree to use the Company IP only for purposes that are legal, proper and in accordance with these Terms and any applicable policies or guidelines. By way of example, and not as a limitation, you agree not to post, email, or otherwise make available Content: (a) that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way; (b) that is pornographic or depicts a human being engaged in sexual conduct; (c) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability; (d) that impersonates any person or entity, including, but not limited to, a Company owner or employee, or falsely states or otherwise misrepresents your affiliation with a person or entity; (e) that includes personal or identifying information, beyond a first name, about another person without that person's explicit consent; (f) that is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch"; (g) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (h) that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement or any similar matter; (i) that constitutes or contains any form of advertising or solicitation if: posted in areas of the Company Site which are not designated for such purposes; (j) that communicates directly regarding services, products or commercial interests (via email or phone) to a Company user who has not previously given you their email address and indicated in writing that it is all right to contact them about the same; (k) that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items services the sale of which is prohibited; (l) that contains software viruses or any other computer code, files or programs; (m) that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Site, or that otherwise negatively affects other users' ability to use the Site; or (n) that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in

order to disguise the origin of Content transmitted through the Site. Additionally, you agree not to: (i) contact anyone who has asked not to be contacted; (ii) “stalk” or otherwise harass anyone; (iii) attempt to gain unauthorized access to Company’s computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Site; (iv) use the Site to gain preferential treatment from a business listed on the Site; or (v) use any form of automated device or computer program that enables the submission of postings on or through the Site without each posting being manually entered by the author thereof (an “automated posting device”), including without limitation the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals.

The above list is only representative of the conduct not permitted under these Terms and is not exhaustive. Company does not screen the behavior of users and is not liable for their actions or violations of these Terms. If you suspect a user is in violation of these Terms, please contact Company at [privacypolicy@marininstitute.org](mailto:privacypolicy@marininstitute.org). Any conduct deemed inappropriate by Company may result in suspension or termination of your Company account and License.

**10. Third Parties.** The Site may contain links to third-party Web sites (“Third-Party Sites”) and third-party content (“Third-Party Content”). You use links to Third-Party Sites, and any Third-Party Content therein, at your own risk. Company does not monitor or have any control over, and makes no claim or representation regarding, Third-Party Content or Third-Party Sites. Company provides these links only as a convenience, and a link to a Third-Party Site or Third-Party Content does not imply Company’s endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site or Third-Party Content. Company accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, Third-Party Content, Third-Party Sites or Web sites linking to the Site. When you leave the Site, our terms and policies no longer govern. You should review applicable terms and policies, including privacy and data-gathering practices, of any Third-Party Site, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Your interactions with other users of the Site or with advertisers, including payment and delivery of goods or services, or other terms, conditions, warranties or representations associated with such dealings, are solely between you and the other user or the advertiser. You agree that Company will not be responsible for any loss or damage incurred as the result of any such dealings or with respect to any third party’s use or disclosure of personally identifiable information supplied to such third party by you. If there is a dispute between you and any third party (including another user), Company has the right, but not the obligation, to participate in or monitor such dispute; provided, however, that neither the possession nor the exercise of such right shall be deemed to create any duty, liability or obligation on Company.

**11. Fees.** The Site is provided free of charge. Company reserves the right to introduce a fee for use of the Site in the future. If a fee is later charged, as a condition of your continued use of and access to the Site following notice thereof, you agree to pay Company pursuant to the then-current fee schedule available on the Site, and Company reserves the right to deactivate your access to the Site for failure to pay any such applicable fee.

**12. Feedback.** You recognize and agree that Company may implement mechanisms allowing us and other users to track your contributions to the Site and rate your performance as a user. Company reserves the right to collect feedback regarding your performance and to post such feedback on the Site. You may not take any actions that may undermine the integrity of the feedback system.

**13. Privacy.** Access to the Site may store a cookie on your computer. In connection with the provision of the Site, Company may aggregate data derived from your use of the Site to compile aggregate statistics, metrics and general trend data about the Site for marketing and promotional purposes.

You agree to not use the Site to track or collect personally identifiable information of other users, nor will you associate any data gathered with any personally identifying information from any source as part of your use of the Site.

Company is committed to protecting your privacy and the information that Company gathers. Company's complete privacy policy (the "Company Privacy Policy"), which is incorporated into this Agreement by reference, is available at the following link: [www.marininstitute.org/privacy/](http://www.marininstitute.org/privacy/). By your continued use of the Site, you represent and acknowledge that you have read, understand and agree to the terms of the Company Privacy Policy.

**14. Notification of Claims of Infringement.** If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify Company's agent for notice of claims of copyright or other intellectual property infringement ("Agent") at: [privacypolicy@marininstitute.org](mailto:privacypolicy@marininstitute.org) with "Attn: Copyright Agent" in the subject line.

Please provide our Agent with the following notice ("Notice"): (a) description of the copyrighted work that you claim has been infringed; (b) a description of the material on the Site that you claim is infringing, with enough detail so that we may locate it; (c) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (d) a statement by you declaring under penalty of perjury that (i) the above information in your Notice is accurate, and (ii) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner; (e) your address, telephone number, and email address; and (f) the physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest. Company will remove the infringing posting(s), subject to the procedures outlined in the Digital Millennium Copyright Act ("DMCA") (including without limitation the counter-notice and put-back procedures).

**15. Indemnification.** You agree to indemnify, hold harmless and defend Company, including its members, officers, directors, employees, agents and affiliates, at your expense, against any and all third-party claims, actions, proceedings, and suits brought against Company or any of its members, officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including without limitation reasonable

attorneys' fees) incurred by Company or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (a) your breach of any term or condition of these Terms, or (b) your use of the Site. In such a case, Company will provide you with written notice of such claim, suit or action. You shall cooperate as fully as reasonably required in the defense of any claim. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and in such an event your obligation to indemnify and hold harmless Company (and its members, officers, directors, employees, agents and affiliates) shall continue in full effect with the sole exception of costs of defense.

**16. Release.** You hereby release Company, and its members, officers, directors, employees, agents and affiliates, from any and all claims, demands, losses, damages, rights, and actions of any kind, including without limitation financial or non-financial loss, damage to your or your company's reputation, personal injuries, death, and property damage, that are either directly or indirectly related to or arise from (a) any interactions with other users or any Company IP, (b) any incorrect or inaccurate Content (including any information in profiles) posted on or through the Site, whether caused by users or by any of the equipment or programming associated with or utilized in the Site, (c) conduct of any user of the Site, or (d) removal of any Content provided by you to the Site. You hereby waive California Civil Code section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

**17. Representations and Warranties; Disclaimers.** THE SITE AND ALL COMPANY IP ARE PROVIDED "AS IS" AND "AS AVAILABLE." THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY COMPANY (OR ANY MEMBER, OFFICER, EMPLOYEE OR AGENT THEREOF), EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE OR ANY COMPANY IP, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. THE INFORMATION AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE OR SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. COMPANY (OR ANY MEMBER, OFFICER, EMPLOYEE OR AGENT THEREOF) DOES NOT WARRANT THAT (A) THE SITE OR OTHER COMPANY IP WILL MEET YOUR NEEDS, (B) THE SITE OR OTHER COMPANY IP WILL BE ERROR-FREE OR ACCESSIBLE AT ALL TIMES, (C) DEFECTS WILL BE CORRECTED, (D) THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (E) THE USE OR THE RESULTS OF THE USE OF THE SITE OR THE CONTENT MADE AVAILABLE AS PART OF THE SITE WILL BE CORRECT, ACCURATE, TIMELY OR OTHERWISE RELIABLE. YOU ASSUME ALL RESPONSIBILITY FOR SELECTION AND USE OF CONTENT AND ALL OTHER COMPANY IP.

The foregoing exclusions and disclaimers are an essential part of these terms and formed the basis for determining the price charged for the services. Some states do not allow exclusion of an implied warranty, so this disclaimer may not apply to you.



**18. Limitations of Liability.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, WHETHER OR NOT FORESEEABLE, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS, LOST BUSINESS, OR LOST DATA, ARISING FROM YOUR USE OF, OR ANY OTHER PARTY'S USE OF, OR YOUR OR ANY OTHER PARTY'S INABILITY TO USE, THE SITE, THE CONTENT OR ANY OTHER COMPANY IP, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR USE OF THE SITE AND CONTENT IS ENTIRELY AT YOUR OWN RISK, AND COMPANY HAS NO LIABILITY IN CONNECTION WITH YOUR USE OF THE SITE OR CONTENT.

Company's cumulative liability to you or any other party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to these Terms shall not exceed one hundred dollars (US \$100). Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you.

THE LIMITATIONS ON DAMAGES HEREUNDER ARE PART OF THE TERMS UNDER WHICH COMPANY IS WILLING TO ALLOW USERS TO USE THE SITE. USER ACKNOWLEDGES THAT THE SITE AND CONTENT WOULD NOT BE PROVIDED UNDER THE SAME TERMS, INCLUDING WITHOUT LIMITATION FREE OF CHARGE TO USER, IF COMPANY WERE RESPONSIBLE FOR USER'S DAMAGES.

**19. Internet.** Company reserves the right to make the Site unavailable or to take it down without notice as may be required or desired to make modifications or for any other reason. In addition, any software, information, content, or material of any kind downloaded or otherwise obtained through the use of the Site is obtained at your own discretion and risk, and you shall be solely responsible for any damage to any computer or loss of data that results from such download or use of the Content or access to the Site. Portions of the Site utilize Internet connectivity to transmit and receive Web pages, Content and data. Company may utilize this information to gather usage statistics. In addition, you are warned that the Internet is not a secure medium or environment, and thus all use of the Internet, including in connection with the Site and Content, is solely at your own risk. Company is not responsible for any viruses, spam or other actions or results that may occur as a result of your use of the Internet, Software, Site or Content.

**20. Termination; Modification of License and Site Offerings.** Notwithstanding any provision of these Terms, Company reserves the right, in its sole discretion, without any notice or liability to you, to (a) terminate your License to use the Site and the other Company IP, or any portion thereof; (b) block or prevent your future access to and use of all or any portion of the Site or the other Company IP; (c) change, suspend or discontinue any aspect of the Site or the other Company IP; and (d) impose limits on the Site and the other Company IP. Either party

hereto may terminate the License at any time and for any reason. In addition, the License will terminate immediately, without notice, if you fail to comply with these Terms.

Upon any termination of the License, you will discontinue use of the Site and the other Company IP and, if applicable, delete all copies of the Company IP from your browser, Web servers, servers and any other location where Company IP has been saved. Upon termination of the License, you will no longer have access to the Site or any of the Content contained therein.

You understand and acknowledge that, unless and until the Company IP is deleted from your servers, Web servers, Web sites, and browser, these Terms remain in effect.

Sections 5, 6, 8, 9, 10, 13-20 will survive termination of the License.

**21. Rules for Promotions.** Any sweepstakes, contests, raffles or other promotions (collectively, "Promotions") made available through the Site may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. Company urges you to review any applicable rules (any such rules will be linked from the particular Promotion), and to review our Privacy Policy which, in addition to this Agreement, governs any information you submit in connection with such Promotions. To the extent that the terms and conditions of such rules conflict with the terms and conditions of this Agreement, the terms and conditions of such rules shall control.

**22. Filtering.** Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at:

[http://dir.yahoo.com/Business\\_and\\_Economy/Shopping\\_and\\_Services/Communication\\_and\\_Information\\_Management/Internet\\_and\\_World\\_Wide\\_Web/Software/Blocking\\_and\\_Filtering/](http://dir.yahoo.com/Business_and_Economy/Shopping_and_Services/Communication_and_Information_Management/Internet_and_World_Wide_Web/Software/Blocking_and_Filtering/).

Please note that Company does not endorse any of the products or services listed at such site.

**23. Information or Complaints.** Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an e-mail to [privacypolicy@marininstitute.org](mailto:privacypolicy@marininstitute.org). You may also contact us by writing to 24 Belvedere Street, San Rafael, CA 94901. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**24. Miscellaneous.** These Terms represent the complete agreement between us concerning its subject matter, and supersede all prior agreements and representations between the parties hereto.

These Terms shall be governed by and construed under the laws of the State of California without reference to its conflict-of-law principles. In the event of any conflicts between foreign law, rules and regulations and California law, California law, rules and regulations shall prevail and govern.

Each party hereto agrees to submit to the exclusive and personal jurisdiction of the state and federal courts located in San Francisco, California, with respect to any dispute between the parties related to this Agreement, the Services or the Company IP (whether based in contract tort or any other right). The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to these Terms.

The Company IP is controlled by U.S. Export Regulations, and may be not be exported to or used by embargoed countries or individuals.

Any notices to Company must be sent via email addressed to: [privacypolicy@marininstitute.org](mailto:privacypolicy@marininstitute.org), and are deemed given upon receipt. Notices to you will be sent to your email address on record with Company, and are also deemed given upon receipt.

If any provision of these Terms is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to effect the intent of the parties hereto, and the remainder of these Terms shall continue in full force and effect.

A waiver of any default is not a waiver of any subsequent default.

These Terms shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

Anything contained on the Site inconsistent with or conflicting with these Terms is superseded by these Terms, as in effect at any given time.

YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AND THAT YOU HAVE THE RIGHT AND ABILITY TO ENTER INTO THESE TERMS. YOU FURTHER REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO THESE TERMS, AND THAT THESE TERMS CONSTITUTE YOUR VALID AND LEGALLY BINDING OBLIGATION.

**25. Questions and Comments.** If you have any questions regarding these Terms or your use of the Site, please submit them to us at [privacypolicy@marininstitute.org](mailto:privacypolicy@marininstitute.org).

By visiting the Company Site or using the Company's services, you agree to be bound by the terms of these Terms of Use and our Privacy Policy. If you do not agree to the Terms of Use or any revision thereof, please discontinue use of the Company Site and/or Services immediately.