

## Terms of Service

The Choose Clean Water Coalition (the “Coalition”) is proud to bring you the [Choose Clean Water website](#) which is designed to offer you the ability to connect (“Services”) with the Coalition in support of CCW’s mission(the “mission”). Your use of this website and all information on any other Coalition web page or other CCW property accessed through it (collectively “website”) is governed the terms and conditions of this Terms of Service. The Coalition may amend these terms and conditions from time to time. Users of the Services should also review the Coalition’s [Privacy Policy](#).

If you have any questions about these Terms of Service or the [Privacy Policy](#), please feel free to contact us at:

NetCentric Campaigns  
1875 Connecticut Avenue NW, 10th Floor  
District of Columbia, 20009  
(202) 570-4325  
[choosecleanwaterprivacy@netcentriccampaigns.org](mailto:choosecleanwaterprivacy@netcentriccampaigns.org)

In order for you to participate and engage with the Services of the Coalition you must be at least 18 years of age and accept this Terms of Service.

## Compliance with Laws

Users of the Services shall abide by all applicable international, federal, state and local laws, including, but not limited to, those pertaining to libel, slander, defamation, trade libel, product disparagement, harassment, invasion of privacy, and copyright and trademark infringement.

## Disclaimer of Warranties and Limitation of Liability

THE WEBSITE IS PROVIDED TO YOU “AS IS”. THE COALITION DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OF NON-INFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THE COALITION DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS, OR USEFULNESS OF ANY INFORMATION, PROGRAMS, PRODUCTS OR SERVICES OR OTHER MATERIAL PROVIDED THROUGH THE WEBSITE. THE COALITION MAKES NO WARRANTY OR GUARANTEE THAT THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. IN NO EVENT WILL THE COALITION BE LIABLE TO THE USER OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE UPON THE INFORMATION CONTAINED ON OR PROVIDED THROUGH THE WEBSITE, NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

## Intellectual Property

### *Copyright and Ownership*

The Coalition owns, or is the licensee of all copyrights, trademarks, or other proprietary rights contained in the Website. User may view the Website, download individual articles to user's personal computer or handheld devices for later reading and print a copy of pages for reading by user, so long as all applicable notices and disclaimers are included. User may not remove any copyright notices. The Coalition reserves all other rights. User may not sell, modify, redistribute, put on another Website or otherwise publicly perform, or use for any commercial purpose any materials or information obtained from the Website without the Coalition's prior written permission.

You may not access any content of the Services through any technology or other means than the pages of the Website itself, the widgets (as defined below) or such other explicitly authorized means as the Coalition may designate.

### **Trademarks:**

All trademarks, service marks, and trade names of the Choose Clean Water Coalition are marks or registered trademarks of the Coalition, its licensors, vendors, agents and/or content providers. You may not use, copy, reproduce, republish, upload, post, transmit, distribute or modify the CCW marks in any way, including in advertising or publicity pertaining to distribution of materials on the Website, without the Coalition's prior written consent. The use of the CCW Coalition's marks on any other website or network computer environment is not allowed.

## Services and Submissions

The Coalition offers the Website, which may include, among other things, blogs, email subscription forms, donation forms, text message outreach services, data sharing services, and other services. The use of the Services is subject to these Terms of Service and any additional provisions that may be provided in connection with use of this Website.

### **Widgets**

To the extent that the Coalition makes available to you through the Services (or otherwise) "widgets" to obtain access to content from the Services (collectively, the "widgets"), you agree as a condition to accessing and using such items that you will not use the Widgets for any commercial use without the prior written consent of the Coalition. Prohibited commercial uses include, but are not limited to, sale of access to the Services on another website and use of the Services for the purpose of gaining advertising or subscription revenue.

### **Member Account, Password and Security**

Some of the Services may require that users create/receive a password and account designation before using the Services. See “Registration” below. You are responsible for maintaining the confidentiality of any such password and account and are fully responsible for all activities that occur under your password and account. If you allow third parties to access the Services through your username and password, you will defend and indemnify the Coalition and its representatives from and against any liability, costs or damages arising out of the claims or suits based upon or relating to such access and use. You agree to immediately notify the Coalition as set forth above of any unauthorized use of your password or account or any other breach of security related to the Services of which you are aware.

### **Unlawful or Prohibited Use**

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these Terms of Service or is otherwise prohibited under applicable law. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party’s use and enjoyment of the Services. You may not attempt to gain unauthorized access to any Services.

### **Registration**

A user’s ability to access the Services is based on that user’s level of user authorization.

### **Unregistered Users**

Unregistered users have limited access to the Services. They can see public information but do not receive information from the Coalition via email. Unregistered users cannot download individual contact information from the Coalition database. Unregistered users may not embed widgets or have access to any of the contact information or other data generated by the use of such Widgets.

### **Registered Users**

There are two types of registered users:

*Contacts:* Contacts are subscribers who affirmatively opt-in to participate in the Coalition by filling out a registration form. They can see and edit their own personal profile information, including which Coalition partners can download their contact information and use it to contact them.

*Coalition Partners:* Coalition partners are representatives of members of CCW who have been approved by the Coalition to, subject to these Terms of Service, customize widgets and see and download the contact information generated by those widgets.

Coalition Partners who download contact information from the Coalition website to generate mass communications via email, text or other forms of communication, must abide by the

following rules: (1) they must check with their communications provider to verify that their use of the Coalition contact information is in line with their provider's spam policies, (2) all communications must be consistent with the Coalition's mission and policy priorities, and (3) each communication must include a footer providing (i) notification that the recipient's contact information was provided by the Coalition, (ii) a link to the [Privacy Policy](#), and (iii) a link to the Coalition's opt-out tool.

Upon receipt of notice from the Coalition that a contact has opted-out of the Coalition, the Coalition Partner must immediately unsubscribe that Contact from the Coalition Partner's contact list and must confirm to the Coalition in writing that this has occurred. The respective privileges of registered Contacts and Coalition Partners to access the Services may be terminated by the Coalition at any time and for any reason.

## Access and Interference

You agree not to circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein. You agree that you will not use any bot, crawler, harvester, indexer, robot, spider, scraper, or any other automated means to access, compile, read or gather content from the Services automatically. Additionally, you agree that you will not: (a) take any action that, in the Coalition's sole discretion, imposes, or may impose an unreasonable or disproportionately large load on the Website infrastructure; (b) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; or (c) bypass any measures the Coalition may use to prevent or restrict access to the Services.

## Indemnification

You agree to indemnify, defend, and hold harmless the Coalition and the representatives from and against any and all losses, damages, liabilities and costs of every nature incurred by any of them in connection with any claim, damage or loss related to or arising out of: your use of the Services, any assistance or Services provided by us or the representatives to you, any alleged unauthorized use of the Services by you, or any breach or alleged breach by you of these Terms of Service. You agree to cooperate fully in the defense of any of the foregoing. We reserve the right, at our own expense, to control exclusively the defense of any matter otherwise subject to indemnification by you and you will not settle any matter without our prior written consent. Your obligation to indemnify, defend, and hold harmless shall be limited to the extent that you are afforded sovereign immunity under applicable federal, state or local laws. In such cases where your obligation to indemnify may be limited due to the requirements of federal, state or local laws, you shall be responsible for the ordinary negligent acts and omissions of your agents and employees causing harm to persons not a party to these Terms of Service.

## Release

In the event that you have a dispute with one or more other users of the Services, you release the Coalition and representatives from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

## Applicable Law and Jurisdiction

This agreement shall be governed by the laws of the District of Columbia without regard to its conflict of laws rules. Venue for any cause of action arising under this Agreement shall be proper in Washington, DC.

## Electronic Communications: Binding and Entire Agreement

You agree that (a) these Terms of Service constitute an agreement "signed by you" under applicable law; (b) any notices of other communications regarding your use of the Services may be provided to you electronically (by posting on the website, by email, and other electronic formats) and will be considered received upon posting or other distribution. These Terms of Service (including the [Privacy Policy](#)) constitute the entire agreement between you and the Coalition and supersede all other agreements, oral or written, concerning its subject matter. You consent to the use of the English language in these Terms of Service and all documents or notices relating to them and your use of the Services.

## Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, then such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or enforceable provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or enforceable provision or by its severance from this Agreement.

## Waiver:

The terms of this Agreement cannot be waived or modified except by the Coalition. There are no representations, warranties or covenants other than those set forth in this Agreement which sets forth the entire understanding between the parties. The user's rights and obligations hereunder are personal to the user and cannot be assigned, sublicensed or otherwise transferred or encumbered by user or by operation of law. Any such assignment in contravention of the foregoing statement shall be null and void and of no force or effect.