

Terms and Conditions of Use and Privacy Policy

BY ACCESSING OR USING THE COASTAL INTERPRETIVE CENTER WEBSITE, YOU ARE AGREEING TO DO SO WITHIN THE TERMS, CONDITIONS, AND PRIVACY POLICY OUTLINED IN THIS AGREEMENT. PLEASE READ IT CAREFULLY, AND IF YOU DO NOT ACCEPT THESE TERMS, THEN DO NOT USE THE CIC WEBSITE.

Who we are

The Coastal Interpretive Center (Us, We, Our) is a Washington-based interpretive center whose mission is to educate the public about the natural and cultural history of Washington's Pacific Coast, and inspire the joy and wonder of nature. Our website address is https://www.interpretivecenter.org

Terms & Conditions of Use

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of the Coastal Interpretive Center (CIC) website. By using the CIC website, you have agreed to be bound by this Agreement. You are only authorized to use the CIC website (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it.

The CIC may modify this Agreement from time to time and such modification shall be effective upon posting on the CIC website. You agree to be bound to any changes to this Agreement when you use the CIC website after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

This website is protected by copyright under the United States and foreign laws. Title to the website remains with The Coastal Interpretive Center. Any use of the



website not expressly permitted by these terms and conditions is a breach of these terms of conditions and may violate copyright, trademark, and other laws. The website and its features are subject to change or termination without notice in the editorial discretion of the CIC. If you violate any of these terms and conditions, your permission to use the website automatically terminates. This website is being presented for your personal use. The CIC grants you a non-exclusive, non-transferable, non-sublicensable, limited right and license to access the website for your personal use only. The CIC reserves the right to refuse service, remove, or edit content at itssole discretion.

- 1. No Reproduction of Materials. The material on the website is protected under state and federal copyright and trademark law. By accessing the material on the website, you do not obtain any ownership interest or rights to the material found on the website, nor are you permitted to create any derivative works of such material. All rights to the content of the website, or the content or material thereon, automatically terminates the permission or license granted hereunder. Copyright and trademark infringement are violations of federal and state law, and are subject to criminal and civil penalties.
- 2. <u>Liability of the CIC and its Licensors.</u> The use of the CIC website is at your own risk. When using the CICWebsite, information will be transmitted over a medium which is beyond the control and jurisdiction of the CIC. Accordingly, the CIC assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of the CIC website. The CIC Website is provided on an "as is" basis. The CIC, to the fullest extent permitted by law, disclaims all warranties, either express or implied, statutory, or otherwise, including but not limited to the implied warranties of merchantability, noninfringement of third parties rights and fitness for a particular purpose. Specifically, the CIC makes no representations or warranties about the following:



- The effectiveness, accuracy, reliability, completeness, or timeliness of the content, text, graphics, links, or communications provided on or through the use of the Site.
- The effectiveness of the Site in helping you to reach a personal goal. In no event, shall the CIC, its licensors or any third parties mentioned on the CIC site be liable for any damages (including without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the site, whether based on warranty, contract, tort or any other legal theory, and whether or not the CIC is advised of the possibility of such damages. The CIC is not liable for any personal injury, including death, caused by the use or misuse of the Site. Any claims arising in connection with use of the Site must be brought within one year of the date of the event giving rise to such action occurred. Remedies under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions.
- 3. No Unlawful or Prohibited Use/Intellectual Property. You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to The CICthat you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as a part of the site, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the site, is the



property of the CICor its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. The CICcontent is not for resale. Your use of the Site does not entitle you to make any unauthorized use of the Site or of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without express written permission of the CIC. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the CICor our licensors except as expressly authorized by these terms and conditions.

- 4. <u>General Restrictions.</u> You may not transfer, copy, or display the content, except as permitted herein. In addition, you may not sell, rent, lease, distribute, broadcast, sublicense, or otherwise assign any right to the content to any third party. You may not remove any proprietary notices or label on the Site. You may not attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management system used as part of the Site or use the Site for any illegal purpose.
- 5. <u>User Submissions.</u> You agree that you will not upload or transmit any communications or content of any type that infringes or violates any rights of any party. You agree that such submission is non-confidential for all purposes. If you make such submission, you are warranting that the owner of such content has expressly granted the CICa royalty-free, perpetual, irrevocable,



worldwide non-exclusive right to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form or format now known or hereafter developed.

- 6. <u>The CICElectronic Communications.</u> Visiting the Site or sending emails to the CICconstitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.
- 7. Advertising and Links to Other Sites. The CICdoes not endorse the content of any third party website. The CICis not responsible for the content of links, third-party sites, sites framed within the CICSite, or third-party advertisements and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk. The CICdoes not endorse any product advertised on the CICSite.
- 8. Non-Commercial Use by Users. The CIC website is for your personal use only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by the CIC. Illegal and/or unauthorized use of the CIC website including collecting usernames and/or email addresses of Users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the CICSite is prohibited. Appropriate legal action will be taken for any illegal or unauthorized use of the CICservices.
- 9. <u>Disclaimers</u>. The CICis not responsible for any incorrect or inaccurate Content posted on the CICSite or in connection with the CICservices. Profiles created and postings made by Users on the CICSite may contain links to other websites. The CICis not responsible for the Content, accuracy, or opinions



expressed on such websites, and such websites are in no way investigated, monitored, or checked for accuracy or completeness by TheCIC. Inclusion of any linked website on The CIC does not imply approval or endorsement of the linked website by the CIC. When you access these third-party sites, you do so at your own risk. The CICtakes no responsibility for third party advertisements that are posted on the CICSite or through the CICservices, nor does it take any responsibility for the goods or services provided by its advertisers. The CICis not responsible for the conduct, whether online or offline, of any User of the CIC website. The CICassumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User communication. The CICis not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the CICservices or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the CIC website. Under no circumstances shall the CICbe responsible for any loss or damage, including personal injury or death, resulting from use of the CIC website, attendance at a CICevent, from any Content posted on or through the CICservices, or from the conduct of any Users of the CIC website, whether online or offline. The CIC websiteis provided "AS-IS" and as available and the CICexpressly disclaims any warranty of fitness for a particular purpose or non-infringement. The CICcannot guarantee and does not promise any specific results from use of the CICservices.

10. <u>Limitation on Liability</u>. IN NO EVENT SHALL THE CICBE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT



DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF THE CICHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE CIC'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE CICFOR THE CICSERVICES DURING THE TERM OF USE.

- 11. <u>Disputes</u>. If there is any dispute about or involving the CIC, you agree that the dispute shall be governed by the laws of Washington, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in Washington. Either the CICor you may demand that any dispute between the CICand you about or involving the CICservices must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (<u>AAA</u>), provided that the foregoing shall not prevent the CICfrom seeking injunctive relief in a court of competent jurisdiction.
- 12. <u>Indemnity</u>. You agree to indemnify and hold the CIC, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the CICServices in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations or warranties set forth above and/or if any Content that you post on the CICSite or through the CICservices causes the CICto be liable to another.
- 13. Other. This Agreement is accepted upon your use of the CICSite or any of the CICServices and is further affirmed by your becoming a User. This Agreement constitutes the entire agreement between you and the CICregarding the use of the CIC website. The failure of the CICto exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or



provision. The sections titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void, or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

14. <u>Jurisdiction.</u> You expressly agree that exclusive jurisdiction for any dispute with the CIC, or in any way relating to your use of the CICsite, resides in the Courts of Washington and you further agree and expressly consent to the exercise of personal jurisdiction in the Courts of Washington in connection with any dispute including any claim involving The CICor its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms and Conditions are governed by the laws of Washington, without respect to its conflicts of law principles. If any provisions of these Terms and Conditions are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Complete Agreement, Except as Expressly Provided in a Particular "Legal Notice" on the CICSite.

These Terms and Conditions constitute the entire Agreement between you and the CICwith respect to the use of the CICSite. Your use of the CICSite is also subject to the CICdisclaimers and policies posted herewith.



Privacy Policy

Applicability of Privacy Policy

This Privacy Policy applies solely to information we collect through the Site. On some of the pages on the Site, you may be able to conduct personal tests, submit queries, download information, and be referred to links outside the website that are in no way associated with the CIC (see below Links to Other Sites).

What personal data we collect and why we collect it

We collect such Non-personal and Personal Information for the following purposes:

- To provide and operate the Services;
- To provide our Users with ongoing customer assistance and technical support;
- To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages;
- To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we may use to provide and improve our services;
- To comply with any applicable laws and regulations.



Who we share your data with

We will not, in any circumstances, share your personal information with other individuals or organizations without your permission, including public organizations, corporations, or individuals, except when applicable by law. We do not sell or communicate your information to any mailing lists.

Links to Other Sites

When you are on the Site you could be directed to other third party sites that are beyond our control. We do not endorse, and are not responsible for, the privacy practices or the content of these websites. Moreover, these other sites may send their own cookies to users, collect data, or solicit personal information. While the CIC strives to protect its Users' personal information disclosed online, this Privacy Policy does not extend to anything that is inherent in the operation of the Internet, and therefore beyond the CIC's control, and is not to be applied in any manner contrary to applicable law or governmental regulation.

Contact Forms and Newsletters

We collect personally identifiable information (name, email) if you contact us using the web forms provided on this website.

If you sign up for our newsletter, your name and email are collected and stored by Mail Chimp (https://mailchimp.com).

We may contact you to poll your opinions through surveys or questionnaires, to send updates about the CIC, to inform you about upcoming events, or to solicit donations. For these purposes we may contact you via email, telephone, and postal mail.



Cookies

We may log information using cookies, which are small data files stored on your browser by the Website. We may use both session cookies, which expire when you close your browser, and persistent cookies, which stay on your browser until deleted, to provide you with a more personalized experience on the Website.

The Website uses cookies to store visitors' preferences, record user-specific information on what pages users access or visit, ensure that visitors are not repeatedly sent the same banner ads, customize Website content based on visitors' browser type or other information that the visitor sends. Cookies may also be used by third-party services, such as Google Analytics, as described herein.

Users may, at any time, prevent the setting of cookies, by the Website, by using a corresponding setting of your internet browser and may thus permanently deny the setting of cookies. Furthermore, already set cookies may be deleted at any time via an Internet browser or other software programs. This is possible in all popular Internet browsers. However, if users deactivate the setting of cookies in your Internet browser, not all functions of our Website may be entirely usable.

Embedded Content From Other Websites

Content on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional thirdparty tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.



Purchases

Monetary transactions via this site are conducted through PayPal, which provides the secure platform to conduct said transactions. PayPal collects information from you and you can read their policy here.

https://www.paypal.com/us/webapps/mpp/ua/privacy-full

What rights you have over your data

If you have submitted a contact or volunteer form or signed up for our newsletter, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

If you want to have your data removed, please contact us at info@interpretivecenter.org or send us mail to: Coastal Interpretive Center, 1033 Catala Avenue SE, Ocean Shores, WA 98569.

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If you would like to: access, correct, amend or delete any personal information we have about you, you are invited to contact us at info@interpretivecenter.org or send us mail to: Coastal Interpretive Center, 1033 Catala Avenue SE, Ocean Shores, WA 98569.