

## **Website Terms of Use**

### **Agreement between User and SustainableWestchester.com**

westchesterpower.portal.acdiamicro.com Welcome to sustainablewestchester.org. The sustainablewestchester.org website (the "Site") is comprised of various web pages that are owned and operated by Sustainable Westchester Inc. and/or its agents and third parties ("Sustainable Westchester"). Sustainablewestchester.org is offered to you, the "User", conditioned on the User's acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). User's use of sustainablewestchester.org constitutes an agreement to be legally bound and abide by all such Terms. Please read these terms carefully and keep a copy of them for your reference.

#### **1. Privacy**

User agrees that use of sustainablewestchester.org is subject to Sustainable Westchester's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs Users of our data collection practices.

#### **2. Electronic Communications**

Visiting sustainablewestchester.org or sending emails to help@westchesterpower-support.org constitutes electronic communications. By visiting westchesterpower.portal.acdiamicro.com, or sending emails to help@westchesterpower-support.org, User consents to receive electronic communications and User agrees that all agreements, notices, disclosures and other communications that Sustainable Westchester provides to User electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing. Sustainable Westchester does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If the User is under 18, the User may use sustainablewestchester.org only with permission of a parent or guardian.

#### **3. Links to third party sites/Third party services**

sustainablewestchester.org may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Sustainable Westchester and Sustainable Westchester is not responsible for the content of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Sustainable Westchester is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Sustainable Westchester of the site or any association with its operators.

#### **4. No Unlawful or Prohibited Use/Intellectual Property**

Users are granted a non-exclusive, non-transferable, revocable license to access and use sustainablewestchester.org strictly in accordance with these terms of use. As a condition of User's use of the Site, User warrants to Sustainable Westchester that User will not use the Site for any purpose that is unlawful or prohibited by these Terms. User 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. User 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 part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Sustainable Westchester or 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.

Sustainable Westchester content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and 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 the express written permission of Sustainable Westchester and the copyright owner. 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 Sustainable Westchester or our licensors except as expressly authorized by these Terms.

#### **5. International Users**

The Service is controlled, operated and administered by Sustainable Westchester from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Sustainable Westchester Content accessed through [sustainablewestchester.org](http://sustainablewestchester.org) in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

#### **6. Indemnification**

You agree to indemnify, defend and hold harmless Sustainable Westchester, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Sustainable Westchester reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Sustainable Westchester in asserting any available defenses.

#### **7. Liability Disclaimer**

The information, software, products, and services included in or available through the site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Sustainable Westchester and/or its suppliers may make improvements and/or changes in the site at any time without notice. Sustainable Westchester and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, or accuracy of the information contained on the site for any purpose. In no event shall Sustainable Westchester be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the site, with the delay or

inability to use the site, the provision of or failure to provide services, or for any information obtained through the site, or otherwise arising out of the use of the site, whether based on contract, tort, negligence, strict liability or otherwise, even if Sustainable Westchester has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to the user. If the user is dissatisfied with any portion of the site, or with any of these terms of use, the user's sole and exclusive remedy is to discontinue use of the site.

#### **8. Limitation of Liability**

In no event will either party be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation loss of use, interruption of business, loss of data or loss of profits, arising out of or in any way connected with this agreement, even if the liable party has been advised of the possibility of such damages, except for liability arising out of unauthorized use of confidential information or intellectual property.

#### **9. Termination/Access Restriction**

Unless specifically agreed otherwise, Sustainable Westchester reserves the right, in its sole discretion, to terminate User's access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York and User hereby consents to the exclusive jurisdiction and venue of courts in New York in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

User agrees that no joint venture, partnership, employment, or agency relationship exists between User and Sustainable Westchester as a result of this agreement or use of the Site. Sustainable Westchester's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Sustainable Westchester's right to comply with governmental, court and law enforcement requests or requirements relating to User's use of the Site or information provided to or gathered by Sustainable Westchester with respect to such use.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the User and Sustainable Westchester with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and Sustainable Westchester with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### **10. Changes to Terms**

Sustainable Westchester reserves the right, in its sole discretion, to change the Terms under which access to [sustainablewestchester.org](http://sustainablewestchester.org) is offered at any time without notice. The most current version of the Terms will supersede all previous versions. Sustainable Westchester encourages you to periodically review the Terms to stay informed of our updates.

## **11. Severability**

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then 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.

If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

## **12. Contact Us**

Sustainable Westchester  
40 Green Street  
Mount Kisco, NY 10549

**Email Address:**

[info@sustainablewestchester.org](mailto:info@sustainablewestchester.org)

**Telephone number:**

(914) 242-4725

**Effective as of May 1, 2020**