

Website Terms of Use

ACCEPTANCE OF THE TERMS OF USE

These Terms of Use are entered into by and between You and Rockefeller Philanthropy Advisors (“**RPA**”) on behalf of the Resilient Cities Network, a sponsored project of RPA (“**We**” or “**Us**”, or “**Our**”). The following terms and conditions (these “Terms of Use” or the “Terms”) govern your access to and use of www.resilientcitiesnetwork.org, including any content, functionality and services offered on or through www.resilientcitiesnetwork.org (the “Website”), whether as a guest or a registered user.

It is important to read these Terms of Use, together with our Privacy Policy and any other terms we may provide on specific occasions when you are using the Website, carefully before you start to use the Website so that you are fully aware of the conditions for such use. Your access and/or use of the Website constitutes your agreement to be bound and abide by all of the terms of this Terms of Use and our Privacy Policy incorporated herein in its entirety by reference, and a waiver of any objections you may have regarding any of the same. If you do not agree to these Terms of Use in their entirety, you must not access or use the Website.

CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes in their entirety. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

ACCESSING THE WEBSITE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

YOU ARE RESPONSIBLE FOR:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access certain portions of the Website or some of the resources it offers, you may be asked to provide certain details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

USE OF THE WEBSITE AND INTELLECTUAL PROPERTY RIGHTS

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by RPA, its licensors or other providers of such material and may be protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

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Notwithstanding the foregoing limited license grant, you may not use any third-party content or intellectual property, including any trade names, trademark, service mark or logos, without express prior written consent of the applicable third party.

Specifically, these Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works

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- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website. If you wish to make any use of material on the Website other than that set out in this section, please address your request to info@resilientcitiesnetwork.org

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by RPA. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

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PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate RPA (including RPA’s sponsored projects), an RPA employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm RPA or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material, which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

USER CONTRIBUTIONS

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant RPA and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not RPA, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

MONITORING AND ENFORCEMENT; TERMINATION

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for RPA.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Upon termination, all provisions of these Terms which by their nature should survive termination will do so, including without limitation, ownership provisions, disclaimers, indemnity and limitations of liability.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS RPA AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY RPA/ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER RPA/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for and you release RPA of all claims relating to any action or inaction regarding transmissions, communications or content provided by any user or third party. We shall have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

CONTENT STANDARDS

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.

- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

COPYRIGHT INFRINGEMENT AND DMCA COMPLIANCE

RPA respects the intellectual property rights of others and asks that Website users also do so. If you believe that your copyright has been infringed by materials accessible on the Website, including any User Contributions, you may request removal of such materials from the Website by notifying our Digital Millennium Copyright Act (“DMCA”) designated agent.

When making a request of this nature, please provide our DMCA agent a notice with the following information:

- Identification as well as description of the copyrighted work that you believe to have been infringed. If possible, please include a copy or location (URL) of an authorized version of the work;
- Identification and description of the material you believe to be infringing such copyrighted work and its location;
- The contact information (name, address, telephone number, email address, etc.) where the copyright owner or an authorized representative may be contacted;
- A statement that you have a good faith belief that use of the material, noted above, in the manner complained of is not authorized by the copyright owner, its agent or the law;
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are the copyright owner or authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed; and
- A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner of the copyright interest.

Please send this notice to us via email at info@rockpa.org with a subject line of “DMCA REQUEST.” It is the policy of RPA to terminate the user accounts of repeat infringers.

RELIANCE ON INFORMATION POSTED

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials

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CHANGES TO THE WEBSITE

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

LINKING TO THE WEBSITE AND SOCIAL MEDIA FEATURES

You may link to our homepage of this Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

DISCLAIMER OF ENDORSEMENT, LINKS FROM THE WEBSITE AND THIRD-PARTY WEBSITES

The content on the Website may include information that is copyrighted by others, as well as hypertext links or pointers to or search or locator engines that will lead to other websites. If the Website contains such links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. These linked websites are developed and maintained independently of RPA and are not a part of the Website. When users leave the Website and travel to a third-party website, they become subject to different terms of use and privacy policies. RPA does not control or guarantee the accuracy, relevance, timeliness, or completeness of any third-party information contained on the Website or any information found on a linked website, nor does RPA endorse the views expressed or products or services offered by any third-party information or linked websites. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

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INDEMNIFICATION

You agree to defend, indemnify and hold harmless RPA, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to the Terms of Use or the Privacy Policy.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the City of New York although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts and hereby agree to accept informal service of process, and waive all requirements for formal service of process, relating to any such suit, action or proceeding against you.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

WAIVER AND SEVERABILITY

No waiver by RPA of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or

condition, and any failure of RPA to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

ENTIRE AGREEMENT

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and RPA with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

YOUR COMMENTS AND CONCERNS

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