

## **CALIFORNIA ACADEMY OF SCIENCES TERMS AND CONDITIONS OF USE**

*Revised May 19, 2016*

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BEFORE USING ANY OF THE SERVICES, PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS OF USE. BY ACCESSING, BROWSING AND/OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL CONSENTS AND DISCLOSURES SET FORTH IN THESE TERMS AND CONDITIONS OF USE, INCLUDING ANY FUTURE MODIFICATIONS TO THE ACADEMY TERMS AND CONDITIONS OF USE, AND ANY RELATED AGREEMENTS, GUIDELINES AND POLICIES (COLLECTIVELY, THE "AGREEMENT"). IF YOU DO NOT CONSENT TO THE AGREEMENT, THEN YOU SHOULD NOT USE OR TAKE ADVANTAGE OF THE SERVICES.

THE WEBSITE AND/OR SERVICES ARE AVAILABLE FOR INDIVIDUALS AGED 13 YEARS OR OLDER. IF A USER IS 13 OR OLDER BUT UNDER THE AGE OF 18, THEN SUCH USER AGREES TO REVIEW THE AGREEMENT WITH HIS OR HER PARENT(S) OR GUARDIAN(S) TO ENSURE THAT BOTH THE USER AND PARENT(S) OR GUARDIAN(S) UNDERSTAND AND CONSENT TO THE AGREEMENT AND THAT THE USER AND HIS OR HER PARENT(S) OR GUARDIAN(S) REVIEW AND ACCEPT THE AGREEMENT ON THE USER'S BEHALF. IF THE READER OF THE AGREEMENT IS A PARENT OR GUARDIAN ENTERING THIS AGREEMENT FOR THE BENEFIT OF A CHILD OVER 14, THEN HE OR SHE AGREES AND ACCEPTS FULL RESPONSIBILITY FOR HIS OR HER CHILD'S USE OF THE WEBSITE AND/OR SERVICES, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT SUCH CHILD MAY INCUR.

BY USING THE WEBSITE AND/OR SERVICES, YOU THEREFORE AGREE, REPRESENT AND WARRANT THAT:

- YOU ARE 14 YEARS OR OLDER BUT UNDER THE AGE OF 18 AND YOU HAVE REVIEWED AND CONSENTED TO THE AGREEMENT WITH YOUR PARENTS PER THE PROTOCOL SET FORTH ABOVE; OR

- YOU ARE 18 YEARS OR OLDER; AND HAVE CONSENTED TO AND AGREED TO THE AGREEMENT.

THE AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN USERS AND ACADEMY.

Any User may [Contact Us](#) in order to receive a copy of this Agreement.

ALL USERS ACKNOWLEDGE AND AGREE THAT ACADEMY HAS OFFERED THE SERVICES, AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH BELOW. USERS FURTHER ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN USERS AND ACADEMY, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE USERS AND ACADEMY. ACADEMY WOULD NOT BE ABLE TO PROVIDE THE ACADEMY SERVICES TO USERS ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS AND DISCLAIMERS.

## **PRIVACY POLICY**

Academy's [Privacy Policy](#) is hereby incorporated into the Agreement by reference. Please read this notice carefully for disclosures relating to Academy's security protocols, and more importantly, the collection, use, and disclosure of Your personal information and geographic location information. [Click here to review the Academy Privacy Policy](#).

## **ADDITIONAL POSTED GUIDELINES**

Academy may require Users to follow additional rules, policies, guidelines or other conditions (collectively "Guidelines") in order to use particular features, to participate in certain promotions available through the Website and/or the Services, or to receive and/or use other Services that Academy may offer from time to time. In such cases, a User may be required to expressly consent to additional terms set forth in applicable Guidelines – for instance, a User might be obligated to check a box or clicking on a button marked "I agree." This type of agreement is known as a "click-through" agreement. If any of the terms of a click-through agreement are different than the terms of the Terms and Conditions of Use, the terms of the click-through agreement will supplement or amend the Terms and Conditions of Use, but only with respect to the matters governed by the click-through agreement.

## **MODIFICATION OF THE TERMS AND CONDITIONS OF USE**

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## **ACCOUNT INFORMATION**

The Services are not available to persons under the age of 13 or to any Users suspended or removed from the Services by Academy. Users agree that the information that they provide Academy upon registration and at all other times will be true, accurate, current, and complete. Users also agree that they will ensure that this information is kept accurate and up to date at all times.

## **PASSWORD**

When a User registers as a member and obtains an account, he or she may be asked to provide a password. Because a User will be responsible for all activities that generate from his or her account, and one can only access his or her account upon the transmission of the associated password, a User should keep that password strictly confidential at all times. A USER MUST NOTIFY ACADEMY IMMEDIATELY OF ANY UNAUTHORIZED USE OF HIS OR HER PASSWORD OR IF HE OR SHE BELIEVES THAT PASSWORD IS NO LONGER CONFIDENTIAL. Academy reserves the right to suspend a User's account and/or require that such User alter his or her password if we believe for any reason that such User's password is no longer secure. A USER MAY NOT SHARE HIS OR HER ACADEMY ACCOUNT PASSWORD WITH ANY OTHER PERSON FOR ANY REASON.

## **PAYMENT TERMS AND CANCELATIONS**

A User agrees to pay any fees due for and incurred by their use of those select Services that require payment on the part of Users ("Paid Services"). Academy will administer and apply User payments received for Paid Services via the online billing mechanisms of its affiliated websites in a timely and commercially reasonable manner. Further, Academy reserves the right to terminate a User's access to a Paid Service on account of that User's nonpayment of associated charges. If a User wants to discontinue his or her utilization of a Paid Service, then he or she may cancel that Paid Service in accord with the cancellation procedures established in the Guidelines pertinent to that Paid Service.

Certain individuals or vendors (collectively "third party vendors") with whom Academy maintains a commercial relationship may market their own promotions and services on (or through) calacademy.org and/or the Services. To participate in some of those promotions or access some

of those services, a User may be required to make payment for the specific service or promotion to the third party vendor that markets that specific service or promotion. Academy is not responsible for the administration or application of any User payments required by any third party vendor for any such select services or promotions.

## **ACADEMY USAGE RULES**

### **PROHIBITED CONDUCT & USES**

YOU UNDERSTAND AND HEREBY ACKNOWLEDGE AND AGREE THAT YOU MAY NOT, AND WARRANT THAT YOU WILL NOT:

- a. use the Services or any personal information or location information displayed on or within Academy to "stalk," harass, abuse, defame, threaten or defraud other Users, or collect, attempt to collect, or store location information or personal information about other Users;
- b. use the Website and/or Services if You are under the age of 13 years old;
- c. include offensive or pornographic materials on or in Your Academy personal profile pages;
- d. use the Website and/or Services for any commercial or non-private use, it being understood that the Website and/or Services are to be employed for personal, non-commercial use only;
- e. fail to deliver payment for any Paid Services;
- f. use the Website and/or Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy, and import or export control;
- g. make unsolicited offers, advertisements, proposals, or send junk mail, to other Users of the Website and/or Services. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- h. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Academy accounts of other Users;
- i. share Academy-issued passwords or any other means of access to a mobile device while any Service is running and accessible with any third party or encourage any other User(s) to do so;
- j. misrepresent the source, identity or content of information transmitted via the Website and/or Services;
- k. remove, circumvent, disable, damage or otherwise interfere with: (i) the security-related features of the Website and/or Services; (ii) the features of the Website and/or Services that prevent or restrict use or copying of any content accessible through the Website and/or Services; or (iii) the features of the Website and/or Services that enforce limitations on use of the Services;
- l. intentionally interfere with, or damage operation of the Website and/or Services, or any User's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code;
- m. post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, libelous, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
- n. post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property right of the a third party;
- o. attempt to gain unauthorized access to the Website and/or Services, other accounts, computer systems or networks connected to the Website, or any part of it, through hacking,

password mining, or any other means to interfere with, or attempt to interfere with the proper working of the Website or any activities conducted on and/or through the Website and/or Services;

- p. use any robot, spider, scraper or other automated means to access the Website and/or Services for any purpose without Academy's express written permission or bypass Academy's robot exclusion headers or other measures we may use to prevent or restrict access to the Website and/or Services or modify the Website and/or Services in any manner or form, nor to use modified versions of the Site and/or Services, including (without limitation) for the purpose of obtaining unauthorized access to the Website and/or Services; or
- q. sell or transfer or allow another person to access his or her account passwords, profiles, or Academy accounts.

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ACADEMY RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO HAVE ACADEMY'S SYSTEMS MONITOR ANY USER'S REGISTRATION OR SOCIAL NETWORKING ACTIVITIES AVAILABLE IN CONNECTION WITH THE WEBSITE AND/OR THE SERVICES, AS WELL AS ANY USER'S USE OF OR ACCESS TO ANY LOCATION INFORMATION AND/OR PROFILES OF OTHER USERS. ACCORDINGLY, ACADEMY ALSO RESERVES THE RIGHT TO DISABLE ANY USER'S USE OF OR ACCESS TO THE WEBSITE, THE SERVICES, THE PERSONAL AND/OR LOCATION INFORMATION, OR THE PROFILES OF OTHER USERS, FOR ANY REASON AND WITHOUT ANY NOTICE.

You are solely responsible for his or her involvement with other Users. Academy reserves the right, but has no obligation, to monitor disagreements between any Users.

Academy does not control the content of User accounts and profiles and does not have any obligation to monitor such content for any purpose. You acknowledge that You are solely responsible for all content and material that You provide to Academy.

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Furthermore, some Users may find some third party web content to be objectionable, inappropriate, or offensive. Academy does not make any express or implied warranties with regard to the nature of the information, material, products, or services that are displayed or linked by any third party web content.

In addition, User contacts or business dealings with, or participation in the promotions of individuals or merchants found on or linked by any third party web content exist solely and operate independently as between a User and such individuals or merchants. You agree that

Academy shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the placement of or linkage to such third party web content on the Website and/or Services.

## **USER CONTENT**

Any and all information (other than personal information and/or location information which are expressly covered and governed by the Academy [Privacy Policy](#)), including data, text, files, geo-mapped routes, graphics and any and all other material that a User transmits to, or supplies to Academy is referred to as "User Content." By transmitting User Content on or through the Website and/or Services, You expressly warrant:

You are solely responsible for the transmission, accuracy, completeness, and publication of that User Content;

You control all of the rights to that User Content and that it neither does nor will infringe or violate the rights of any third party; and

Academy bears no responsibility, legal or otherwise, for that User Content.

### **Prohibited User Content**

A User may not post Content on the Website and/or Services that:

- is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, or offensive subject matter;
- provides any telephone numbers, street addresses, last names or email addresses of anyone except said User;
- promotes information that a User knows is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- violates any intellectual property or other proprietary right of any third party, including User Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying contraband, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other members;
- involves commercial activities and/or sales without Academy's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- includes a photograph of another person posted without that person's consent or, in the case of children under the age of eighteen (18), parental consent, or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights; or

- contains a virus or other harmful component.

## **User Accounts And User Content**

You are responsible for all User Content posted under Your account on the Website and/or Services, and for adjusting those account settings, specifically User Privacy Settings, that permit You to display User Content on the Website.

Posting User Content via the Internet inherently poses the risk of unintended disclosure and access by third parties to said User Content. Academy will make reasonable efforts to prevent User Content from disclosure that exceeds the account settings selected by a User, but Academy cannot guarantee that User account settings will completely protect against some User Content from being viewed or accessed by unintended third parties, and Academy will not be liable for such chance disclosures.

Upon a User's termination of his or her account, he or she may request that Academy completely "purge" the User account, including the deletion of any and all User Content previously submitted by that User. Academy will in turn undertake reasonable efforts to ensure that a User Account is completely purged of User Content, subject to the limitation that Academy may not be able to fully delete all User Content, specifically any User Content posted in Academy forums, community groups, on other User pages. Academy therefore directs that a User exercise good judgment when he or she posts User Content to Academy forums, community groups, or on other User pages, and refrain from posting sensitive material.

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The rights held by Academy relative to User Content, as delineated above, are, however, subject to the limitation that should Academy seek to make use of certain User Content – namely a User's image – for explicit commercial or advertising purposes, Academy will make a reasonable effort to secure consent from that User for that specific purpose.

Further, Academy does not assert any real ownership over User Content. Rather, subject to the rights granted to Academy in these Terms and Conditions of Use, You retain full ownership of any and all of Your User Content and any intellectual property rights or other proprietary rights associated with said User Content.

## **Academy Review Of User Content**

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Academy, however, reserves the right, in its sole discretion, to refuse to publish, edit, or remove any User Content, in whole or part that Academy determines does not comply with these Terms and Conditions of Use; is illegal; or is otherwise undesirable, objectionable, inappropriate or inaccurate. Moreover, Academy is not responsible for any decision, absence of any decision, or delay in the revision or removal of any User Content that Academy determines is unsuitable.

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The Website and Services are made available for Your personal, non-commercial use only.

You may not employ the Website and/or Services to sell a product or service, or to increase traffic to a User or third party website for commercial reasons, such as advertising sales. You may not take the results from an Academy search and reformat and display them, or mirror the Academy home page or results pages on a third party website. Moreover, You may not "meta-search" the Website and/or Services.

If You wish to make commercial use of the Website You must enter into an agreement with Academy to do so in advance. Please [Contact Us](#) for more information.

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By using the Mobile Services, a User agrees that Academy may communicate with him or her by SMS, MMS, text message or other electronic means directed to his or her mobile device and that certain information about his or her usage of the Mobile Services may be communicated to Academy. In the event a User changes or deactivates his or her mobile device telephone number, said User agrees to promptly update his or her Academy account information to ensure that messages are not sent to the person that acquires said User's old number.

## **USER END LICENSES**

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You may not:

- Modify, disassemble, decompile or reverse engineer the Mobile Services, except to the extent that such restriction is expressly prohibited by law;
- Rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Services to any third party or use the Mobile Services to provide time sharing or similar services for any third party;
- Make any copies of the Mobile Services;
- Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Services, features that prevent or restrict use or copying of any content accessible through the Mobile Services, or features that enforce limitations on use of the Mobile Services; or
- Delete the copyright and other proprietary rights notices on the Mobile Services.

You acknowledge that Academy may from time to time issue upgraded versions of the Mobile Services, and may automatically electronically upgrade the version of the Mobile Services that You employ on Your mobile device. You consent to such automatic upgrading on Your mobile device, and agree that the Terms and Conditions of Use and Guidelines (and any additional modifications of the same) will apply to all such upgrades.

With respect to any open source or third-party code that may be incorporated in the Mobile Services, such open source code is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code.

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USER UNDERSTANDS AND AGREES THAT WHEN HE OR SHE DOWNLOADS OR OTHERWISE OBTAINS MATERIAL OR DATA VIA THE WEBSITE AND/OR SERVICES, HE OR SHE DOES SO AT HIS OR HER OWN DISCRETION AND RISK. ACCORDINGLY, ACADEMY DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM TO A USER THAT RESULTS FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE WEBSITE AND/OR SERVICES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO A GIVEN USER, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO SUCH USER, AND HE OR SHE MIGHT HAVE ADDITIONAL RIGHTS.

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User agrees to indemnify, defend, and hold Academy, and its suppliers and partners (including, without limitation, Academy's wireless carrier partners) harmless from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, arising out of or related to (a) the use or misuse of any User's personal information and location information, or the Services generally, (b) any violation of the rights of any other person or entity by User, and/or (c) any breach or violation of these Terms and Conditions of Use by a User.

Academy reserves the right, at a given User's expense, to assume the exclusive defense and control of any matter for which such User is required to indemnify Academy, and said User agrees to cooperate with Academy's defense of these claims.

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A USER ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, WILL ACADEMY, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS (INCLUDING, WITHOUT LIMITATION, ACADEMY'S WIRELESS CARRIER PARTNERS) OR SUPPLIERS BE LIABLE TO ANY USER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATED TO OR RESULTING FROM: (A) THE USE, DISCLOSURE, DISPLAY, OR MAINTENANCE OF A USER'S PERSONAL INFORMATION OR LOCATION INFORMATION; (B) A USER'S ABILITY OR INABILITY TO USE THE SERVICES; (C) THE SERVICES GENERALLY, INCLUDING THE MOBILE SERVICES, OR SYSTEMS THAT MAKE THE SERVICES AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH ACADEMY OR ANY OTHER USER OF THE SERVICES, EVEN IF ACADEMY OR A ACADEMY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE WEBSITE AND/OR THROUGH THE SERVICES, OR RECEIVED THROUGH ANY LINKS PROVIDED ON OR THROUGH THE WEBSITE AND/OR SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE WEBSITE AND/OR SERVICES, AND/OR RECEIVED THROUGH ANY LINKS PROVIDED ON OR THROUGH THE WEBSITE AND/OR SERVICES.

THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE WEBSITE AND/OR SERVICES OR ANY INFORMATION OR

MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO THE WEBSITE AND/OR SERVICES. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL ACADEMY BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

IN NO EVENT SHALL ACADEMY (OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR THIRD-PARTY PARTNERS INCLUDING, WITHOUT LIMITATION, ACADEMY'S WIRELESS CARRIER PARTNERS) TOTAL LIABILITY TO A USER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OF USE, OR A USER'S EMPLOYMENT OF THE SERVICES (WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), WARRANTY, OR OTHERWISE EXCEED THE AMOUNTS PAID BY A USER FOR ACCESSING THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF SAID USER'S CLAIM OR ONE THOUSAND DOLLARS, WHICHEVER IS GREATER.

USER FURTHER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS AND CONDITIONS OF USE, AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE EXCLUSIONS, AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY IN THEIR ENTIRETY TO A SPECIFIC USER. SAID USER, HOWEVER, AGREES THAT ACADEMY'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## **DIGITAL MILLENNIUM COPYRIGHT ACT COMPLIANCE**

It is Academy's policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"). In addition, Academy will promptly terminate without notice the accounts of Users that are determined by Academy to be "repeat infringers." A repeat infringer is a User who has been notified by Academy of infringing activity violations more than twice and/or who has had User Content removed from Academy more than twice.

Copyright owners who believe that any content on the Website and/or Services infringes upon their copyrights are encouraged to submit a notification pursuant to the DMCA to the Academy's registered Copyright Agent at the email or mailing address below:

|

## Copyright Agent

Barbara D. Andrews  
California Academy of Sciences  
55 Music Concourse Drive  
San Francisco, California 94118  
[bandrews@calacademy.org](mailto:bandrews@calacademy.org)

## DMCA COUNTER-NOTIFICATION

If You elect to submit a Counter-Notification, please send the Academy registered Copyright Agent a Counter Notification at the email or mailing address above.

Notifications should include the following in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the applicable Academy Service are covered by a single notification, a representative list of such works on the applicable Academy Service;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Academy to locate the material;
- Information reasonably sufficient to permit Academy to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Further detail of what an effective Notification of Alleged Infringement or Counter-Notification must include is available at the U.S. Copyright Office Website at <http://www.copyright.gov>.

A copyright owner acknowledges that if he or she fails to comply with all of the requirements of this section, his or her DMCA notice may not be valid. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

## Support

Academy may provide account support ("Support") to a User via one or more of the following methods:

Email

Discussion Forums

Telephone

Snail Mail

Academy strives to respond to Support requests within 48 hours after the request is placed. Telephone Support is available and the number for such support may be found [here](#).

### **Governing Law**

The Terms and Conditions of Use shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.

### **Claims**

You agree that any cause of action related to, or arising under the Terms and Conditions of Use must be commenced within one (1) year after said cause of action accrues, regardless of Your knowledge of the facts or circumstances relevant to such cause of action. Should You fail to commence any such action within that one year term, such action is permanently barred.

### **Disputes**

You agree that any action at law or in equity arising out of or relating to the Terms and Conditions of Use or the Services shall be filed only in the state or federal courts in and for the City and County of San Francisco, and You consent and submit exclusively to the personal jurisdiction of such courts for the purposes of litigating any such action.

Alternatively, either Academy or You may demand that any dispute or claim between Academy and You concerning matters covered under these Terms and Condition Use or the Services be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association ("AAA"). If arbitration is demanded by Academy or You, both parties hereby acknowledge and agree to submit exclusively to the jurisdiction of the AAA at the AAA's Regional Office in San Francisco, California, in order to resolve the applicable dispute or claim; provided that the foregoing shall not prevent Academy from seeking injunctive relief in a court of competent jurisdiction.

In any action to enforce, arising under, and/or relating to these Terms and Conditions of Use, the prevailing party, as determined by the court or other body with jurisdiction by agreement of the parties, shall be entitled to recover, in addition to all other remedies and awards to which it is entitled, its reasonable attorneys' fees and costs incurred in connection with such action.

### **Severability and Waiver**

If any provision of the Terms and Condition of Use is determined to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and Conditions of Use shall not affect the validity and enforceability of any remaining provisions.

Moreover, a provision of the Terms and Conditions of Use may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of the Terms and Conditions of Use shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of the Terms and Conditions of Use shall not be construed as a continuing waiver of other breaches of the same or other provisions of the Terms and Conditions of Use.

## **Notices**

Academy may provide You with notices, including those regarding changes to the Terms and Conditions of Use, by email, regular mail, or postings on the Website and/or through the Services. Notice will be deemed given twenty-four hours after email is sent, unless Academy is notified that the email address is invalid. Alternatively, Academy may provide You legal notice by mail to a postal address, if said postal address was previously provided by You to Academy. In such case, notice will be deemed given three days after the date of mailing. Notices posted by Academy on or via the Website and/or Services are deemed given and binding 30 days following the initial posting.

## **Assignment**

The Terms and Conditions of Use (and any related Guidelines and/or policies), and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned or transferred by Academy without restriction.

## **Survival**

Any and all provisions related to or regarding limitation of liability, disclaimers, and indemnification contained in the Terms and Conditions of Use, hereby survive any termination of the Terms and Conditions of Use, or any termination of a User's account or use of the Website and/or Services.

## **Changes In Services**

Academy may modify the Services from time to time, for any reason, and without notice. Additionally, Academy maintains a plenary right to terminate the Services for any reason, with or without notice, and without liability to any User or any third party.

## **Headings**

The heading references herein are for convenience purposes only, do not constitute a part of the Terms and Conditions of Use, and shall not be deemed to limit or affect any of the provisions hereof.

## **Entire Agreement**

These Terms and Conditions of Use (and any related Guidelines and policies) constitute the entirety of the agreement between Academy and Users relative to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.