



Alpine Fire Safe Council

Providing community leadership, resources and a forum to improve wildfire preparedness and prevention in eastern Alpine County

Policy #: AFSC-501	Reviewed by AFSC Members and Approved by Kris Hartnett, Chair
Policy Name:	TERMS OF USE FOR ALPINE FIRE SAFE COUNCIL (AFSC) WEBSITE
Initial Date:	3/19/2023
Revision Dates:	

PURPOSE

The purpose of this policy is to outline the policy and procedures for the Terms of Use of the Alpine Fire Safe Council (AFSC) website by the AFSC, partners and affiliates, and the general public.

References: California Fire Safe Council Policy Manual; Code of Federal Regulations; Attorney General's Guide of Best Practices for Charities in California; California Association for Nonprofits Compliance; Internal Revenue Service (IRS) Form 990; and the California Department of Tax and Fee Administration

POLICY

It is the policy of the Alpine Fire Safe Council (AFSC) to maintain an active and current website that is accessible to all individuals with applicable, relevant, and useful information and resources. The AFSC ensures that all content included on the AFSC website has been validated and sources have been confirmed. The AFSC Website address is www.alpinefiresafecouncil.org.

PROCEDURE

Policy Access

1. A link to this policy shall be included in the footer of the AFSC website.
2. The master copy of this policy shall be maintained electronically by the AFSC Administrator ("Admin") as an entry in the AFSC Policy Manual.
3. An electronic PDF copy of this policy is available upon request.

Administration of the AFSC Website

1. The AFSC website is maintained by the AFSC Admin, on an ongoing basis.
2. The account and login information is included in the AFSC's files and the information is accessible to the AFSC Chair and members if needed.

3. Should there be a time when the AFSC Admin be unavailable to update or revise the AFSC website, any AFSC member may make the necessary update(s) in lieu of the AFSC Admin.

Agreement between User and AFSC Website

1. Welcome to www.alpinefiresafecouncil.org, the AFSC website (“Site”). The Site is comprised of various web pages operated by the AFSC.
2. The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”).
3. Your use of www.alpinefiresafecouncil.org constitutes your agreement to all such Terms.
4. Please read these terms carefully and keep a copy of them for your reference.

Privacy

1. Your use of www.alpinefiresafecouncil.org is subject to AFSC’s Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs uses of our data collection practices.

Electronic Communication

1. Visiting www.alpinefiresafecouncil.org or sending emails to AFSC constitutes 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.

Your Account

1. Should the possibility of establishing individual accounts be an option on the Site, and you use the Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer.
2. You agree to accept responsibility for all activities that occur under your account or password.
3. You may not assign or otherwise transfer your account to any other person or entity.
4. You acknowledge that AFSC is not responsible for third party access to your account that results from theft or misappropriation of your account.
5. AFSC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under the Age of Thirteen

1. The Site provides information about our personal data practices for children in the Privacy Policy and wherever we knowingly collect personal data from children on the Site.
2. If you are under the age of thirteen (13), you must ask your parent or guardian for permission to use this Site.
 - a. If you are age 14-17, you may use the Site only with permission of a parent or guardian.
3. If you are a parent or guardian and you have questions regarding our data collection practices, please contact us using the information provided under the “Contact Us” section of the Site.

Links to Third Party Sites / Third Party Services

1. www.alpinefiresafecouncil.org may contain links to other websites (“Linked Sites”).

2. The Linked Sites are not under the control of the AFSC and the AFSC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site.
3. The AFSC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the AFSC of the site or any association with its operators.
4. Certain services or products made available via www.alpinefiresafecouncil.org are delivered by third party sites and organizations.
 - a. By using any product, service or functionality originating from the www.alpinefiresafecouncil.org domain, you hereby acknowledge and consent that AFSC may share such information and data with any third party with whom the AFSC has a contractual relationship to provide the requested product, service or functionality on behalf of www.alpinefiresafecouncil.org users and customers.

No Unlawful or Prohibited Use / Intellectual Property

1. You are granted a non-exclusive, non-transferable, revocable license to access and use www.alpinefiresafecouncil.org strictly in accordance with these terms of use.
2. As a condition of your use of the Site, you warrant to the AFSC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms.
3. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interface with any other party's use and enjoyment of the Site.
4. 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.
5. 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 the AFSC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.
6. 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.
7. 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.
8. The AFSC content is not for resale.
9. Your use of the Site does not entitle you to make an unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content.
10. 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 the AFSC and the copyright owner.
11. You agree that you do not acquire any ownership rights in any protected content.
12. The AFSC does not grant you any licenses, express or implied, to the intellectual property of the AFSC or our licensors, except as expressly authorized by these Terms.

Use of Communication Services

1. The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designated to enable you to communicate with the public at large or with a group (collectively, "Communication Services").

2. You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Services.
3. By way of example, and no as a limitation, you agree that when using a Communication Service, you will not:
 - a. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 - b. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
 - c. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
 - d. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
 - e. Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such message;
 - f. Conduct or forward surveys, contests, pyramid schemes or chain letters;
 - g. Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such a manner;
 - h. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
 - i. Restrict or inhibit any other user from using and enjoying the Communication Service;
 - j. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service;
 - k. Harvest or otherwise collect information about others, including e-mail addresses, without their consent; or
 - l. Violate any applicable laws or regulations.
4. The AFSC has no obligation to monitor the Communication Services. However, the AFSC reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion.
5. The AFSC reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
6. The AFSC reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the AFSC's sole discretion.
7. Always use caution when giving out personally identifiable information about yourself or your children in any Communication Service.
8. The AFSC does not control or endorse the content, messages or information found in any Communication Service and, therefore, the AFSC specifically disclaims any liability with regard to the Communications Services and any actions resulting from your participation in any Communication Service.
9. Managers and hosts are not authorized AFSC spokespersons, and their views do not necessarily reflect those of the AFSC.
10. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination.

11. You are responsible for adhering to such limitations if you upload the materials.

Materials Provided to www.alpinefiresafecouncil.org or Posted on Any AFSC Web Page

1. The AFSC does not claim ownership of the materials you provide to www.alpinefiresafecouncil.org (including feedback and suggestion) or post, upload, input or submit to any AFSC Site or our associated services (collectively “Submissions”).
 - a. However, by posting, uploading, inputting, providing or submitting your Submissions you are granting the AFSC, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to:
 - i. Copy, distribute, transmit, publicly display, reproduce, edit, translate and reformat your Submission; and
 - ii. To publish your name in connection with your Submission.
2. No compensation will be paid with respect to the use of your Submission, as provided herein.
3. The AFSC is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the AFSC’s sole discretion.
4. By posting, uploading, inputting, providing or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submission.

Third Party Accounts

1. You may be able to connect your AFSC account to third party accounts.
2. By connecting your AFSC account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites).
3. If you do not want information about you to be shared in this manner, do not use the feature.

International Users

1. The Service is controlled, operated and administered by the AFSC from our locations within the United States of America (USA).
2. If you access the Service from a location outside of the USA, you are responsible for compliance with all local laws and regulations.
3. You agree that you will not use the AFSC Content accessed through the Site in any county or in any manner prohibited by any applicable laws, restrictions, or regulations.

Indemnification

1. You agreed to indemnify, defend, and hold harmless the AFSC, its officers, directors, employees, agents, members and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney’s fees) relating to or arising out of your use of inability to use the Site or services, any user postings made by you, your violation of any terms of this policy or your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations.

2. The AFSC 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 the AFSC in asserting any available defenses.

Arbitration

1. In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties.
2. The arbitrator's award shall be final, and judgement may be entered upon it in any court having jurisdiction.
3. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Condition, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.
4. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions.
5. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision.
6. The entire dispute, including the scope and interpretation of this arbitration provision shall be determined by the Arbitrator.
7. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

1. Any arbitration under the Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted.
2. The parties agree that a party may bring claims against the other only in each's individual capacity, and not as a plaintiff or class member in any putative class, collective and/or representative proceeding, such as in the form of a private attorney general action against the other.
3. Further, unless both you and the AFSC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

1. The information, software, products, and services included in or available through the Site may include inaccuracies or typographical errors.
2. Changes are periodically added to the information herein.
3. The AFSC and/or its suppliers may make improvements and/or changes to the Site at any time.
4. The AFSC and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Site for any purpose.

5. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided “as is” without warranty or condition of any kind.
6. The AFSC and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.
7. To the maximum extent permitted by applicable law, in no event shall the AFSC and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever.
8. Damages include, without limitation:
 - a. 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 or related services
 - b. The provisions of, or failure to provide services for any information, software, products, services and related graphics 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 the AFSC or any of its suppliers has been advised of the possibility of damages.
9. If you are dissatisfied with any portion of the Site, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the Site.

Termination / Access Restriction

1. The AFSC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice.
2. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the sue of the Site.
3. 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.
4. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the AFSC as a result of your use of the Site.
5. The AFSC’s performance of this policy is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the AFSC’s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by the AFSC with respect to such use.
6. Unless otherwise specified herein, this policy constitutes the entire agreement between the user and the AFSC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the AFSC with respect to the Site.

Changes to Terms

1. The AFSC reserves the right, in its sole discretion, to change the Terms under which the AFSC Site at www.alpinefiresafecouncil.org is offered.
2. The most current version of the Terms will supersede all previous versions.
3. The AFSC encourages you to periodically review the Terms to stay informed of any updates.