

## **Terms of Use of [www.historicwallingford.org](http://www.historicwallingford.org)**

### **Agreement between User (You) and Historic Wallingford**

Welcome to [www.historicwallingford.org](http://www.historicwallingford.org) The [www.historicwallingford.org](http://www.historicwallingford.org) website (the "site") is comprised of various web pages operated by Historic Wallingford. [www.historicwallingford.org](http://www.historicwallingford.org) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices described in this document (the "Terms"). Your use of the site constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them.

Historic Wallingford is a non-profit corporation organized in the State of Washington and is designated by the US Internal Revenue Service as a "gifts tax deductible" 501c3 organization. The site is a non-profit website.

The Purpose of the Historic Wallingford corporation is to promote the knowledge of and appreciation of the human and physical heritage of the Wallingford neighborhood of Seattle through advocacy, education, publications, assistance to property owners and preservation of oral history, written and photographic ephemera, objects, landscapes and structures.

### **Electronic Communications**

Visiting the site or sending emails to Historic Wallingford 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**

If you choose to establish a membership account on the site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Historic Wallingford is not responsible for third party access to your account that results from theft or misappropriation of your account or its username and password. Historic Wallingford reserves the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **Children Less than Thirteen**

Historic Wallingford does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are less than thirteen years of age, you may use the site only with permission of a parent or guardian. . If you think your child less than thirteen years old may be using this site, may have provided us with personally identifiable information and you are concerned or disapprove, please contact [president@historicwallingford.org](mailto:president@historicwallingford.org) immediately.

### **Links to Third Party Sites/Third Party Services**

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

Certain services made available via the site are delivered by third party sites and organizations (e.g., PayPal). In order to provide the external product, service or functionality to you Historic Wallingford may need to share personal information and data with the third party site or organization. Historic Wallingford has contractual relationships with the third parties in which they have made representations of their intent to protect your data. By using any such product, service or functionality originating from the historicwallingford.org domain, you hereby acknowledge and consent that we may transfer the necessary personal information and data to the service provider. If it comes to our attention that they have not met their obligation to protect your personal information and data, we will critically review our relationship with the service provider.

### **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 Historic Wallingford that 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 part of this website, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the site, is the property of Historic Wallingford or its suppliers and is protected by copyright and other laws that protect intellectual property and proprietary rights. Historic Wallingford hereby asserts a worldwide copyright on all material present on this site that is not otherwise acknowledged to be copyrighted by others or clearly already within the public domain. 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.

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the express written permission of Historic Wallingford and the copyright owner. This includes plagiarizing this material for use in an academic report, paper or personal document made available to another person. That is not "fair use". 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 Historic Wallingford or our licensors except as expressly authorized by these Terms or a specific permission document legitimately issued by Historic Wallingford.

### **International Users**

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

### **Indemnification**

You agree to indemnify, defend and hold harmless Historic Wallingford, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of, misuse of or inability to use the Site or services, any user postings submitted by you, your violation of these Terms or your violation of any Historic Wallingford policies, of any rights of a third party, or your violation of any applicable laws, rules or regulations. Historic Wallingford 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 Historic Wallingford in asserting any available defenses.

### **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 on the site. Historic Wallingford and/or its suppliers may make improvements and/or changes in the site at any time.

Historic Wallingford 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. 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. Historic Wallingford 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.

To the maximum extent permitted by applicable law, in no event shall Historic Wallingford and/or its suppliers 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 or related services, the provision of or failure to provide services, or 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 Historic Wallingford or any of its suppliers 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 you. 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**

Historic Wallingford 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. To the maximum extent permitted by law, these Terms constitute an agreement that is governed by the laws of the State of Washington and you hereby consent to the exclusive jurisdiction and venue of courts in Washington 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.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Historic Wallingford as a result of this agreement or use of the site. Historic Wallingford's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Historic Wallingford'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 Historic Wallingford with respect to such use. 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 here, 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.

Unless otherwise specified here, this agreement constitutes the entire agreement between the user and Historic Wallingford with respect to the site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Historic Wallingford 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. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Historic Wallingford reserves the right, in its sole discretion, to change these Terms under which [www.historicwallingford.org](http://www.historicwallingford.org) is offered. The most current version of the

Terms will supersede all previous versions. Historic Wallingford encourages you to periodically review the Terms to stay informed of our updates.

**Contact Us**

Historic Wallingford welcomes your questions or comments regarding these Terms:

Historic Wallingford

PO Box 31518

Seattle, Washington 98103

Email Address: [info@historicwallingford.org](mailto:info@historicwallingford.org)

Effective as of February 23, 2018 through action by the Board of Trustees of Historic Wallingford