APA California Terms of Use

Thank you for visiting the American Planning Association, California Chapter (“APA California”) website (“Site”). For purposes of these Terms of Use, “the Site” includes use of the website located at www.apacalifornia.org and operated by APA California, any APA California mobile, social media, eNews, or other application associated with the Site, and all other APA California communications and events. Please carefully read the following terms and conditions of use (“Terms”) for the Site. The Terms apply to your access to and use of the Site and any APA California mobile, social media, eNews, or other application associated with the Site, and all other APA California communications and events. All content, products, services, information, and resources provided within the Site, may be used only under the Terms as hereby agreed between you and APA California, a California mutual benefit nonprofit corporation. For additional information, contact admin@apacalifornia.org.

BY ACCESSING OR USING THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. THIS SITE AND THE RELATED SERVICES ARE PROVIDED SUBJECT TO YOUR COMPLIANCE WITH THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, PROMPTLY STOP USING THIS SITE.

APA California reserves the right to change, modify, or amend these Terms at any time. Any change, modification, or amendment will be posted on the Site and noted in these Terms. You are responsible for regularly reviewing these Terms, and any change, modification, or amendment will be effective immediately upon APA California’s posting of the revisions on the Site. You hereby waive any right you may have to receive specific notice of such changes, modifications, or amendments.

You agree that each visit you make to the Site will be subject to the then-current Terms. Your continued use of the Site following the posting of changes, modifications, or amendments will confirm your acceptance of such changes, modifications, or amendments.

All questions or comments about the Site or Site content should be directed to admin@apacalifornia.org.

1. Privacy Policy

For information on how APA California collects, uses, and discloses personally identifiable information from Site users, read APA California’s Privacy Policy, which is incorporated by reference and made a part of these Terms.

2. User Conduct

The Terms below describe actions relating to the content and operation of the Site which APA California considers to be inappropriate and prohibited. Failure to abide by these rules is grounds for restricting your access to the Site in APA California’s sole discretion, including completely prohibiting your access. APA California’s right to remove
inappropriate content under these Terms does not place an obligation on APA California to monitor or exert editorial control over the Site.

You agree that you will abide by all applicable local, state, national and international laws and regulations concerning your use of the Site and its content. You will not interfere with the use and enjoyment of the Site or its content by other users or with APA California’s operation and management of the Site and its content.

You will always provide true, accurate, current, authorized, and complete information when submitting information or materials on or through the Site. If any false, inaccurate, untrue, unauthorized, or incomplete information is submitted by you, APA California reserves the right to terminate your access to and use of the Site and its contents. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the Site or its contents, or defame or otherwise harm any party, including APA California, through your use of the Site or its content.

Actions which APA California considers inappropriate, and will serve as grounds for the removal of offending material or termination of your access to the Site, include but are not limited to the following:

• Using the Site to send any content that is obscene, lewd, lascivious, pornographic, contains nudity or sexual acts, excessively violent, harassing, or otherwise objectionable.

• Using the Site to send any content that advocates, promotes, or otherwise encourages violence against any governments, organizations, groups, or individuals or which provides instruction, information, or assistance in causing or carrying out such violence.

• Using the Site to send any content that violates any copyrights, patents, trademarks, trade secrets, or other intellectual property rights of others.

• Using the Site in a tortious manner, including the posting of libelous, defamatory, scandalous, threatening, harassing or private information without the permission of the person(s) involved, or posting content that is likely to cause emotional distress.

• Introducing viruses, worms, Trojan horses, or other harmful code on the Site, the Internet or any other user or recipient’s computer or application.

The examples identified above are provided only for your guidance. If you are unsure whether any contemplated use or action is permitted, contact APA California. Although APA California has no obligation to do so, it reserves the right and has absolute and sole discretion to remove, screen, or edit any user content sent through the Site at any time, for any reason and without notice.

3. Limited License

You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the Site and content for your informational, non-commercial, and personal use only, conditioned on your continued acceptance of and compliance with these Terms. You may print Site content for your own use, but may not further publish or distribute copies without advance written permission from APA California.

Such license is subject to these Terms and does not include: (a) any resale or commercial use of the Site or the Site materials therein; (b) the reproduction, distribution, public performance or public display of any Site materials, except as expressly permitted on the Site; (c) modifying or otherwise making any derivative uses of the Site and its contents, or any portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Site or its contents, except as expressly permitted on the Site; or (f) any use of the Site or Site materials other than for their intended purpose.
Any use of the Site or Site materials other than as specifically authorized herein, without the prior written permission of APA California, is strictly prohibited and will terminate the license granted herein. This license is revocable at any time in APA California’s sole discretion.

4. Proprietary Rights

The content provided on the Site is the property of APA California, its licensors, sponsors, partners, advertisers, content providers, or other third parties and is protected by law, including but not limited to the laws of the State of California, the laws of the United States, and any other state, national, or international laws, treaties, and regulations.

The Site content may not be copied, imitated or used, in whole or in part, without the prior written permission of APA California, or the applicable holder of any proprietary right. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, are the service mark, trademark and/or trade dress of APA California and may not be copied, imitated, or used, in whole or in part, without APA California’s advance written permission.

All other trademarks, registered trademarks, product names and company names or logos mentioned on the Site are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by APA California.

Unauthorized use of the materials contained on this Site is strictly prohibited and is a violation of the rights of APA California and/or third parties. APA California will aggressively enforce its intellectual property rights to the full extent of the law.

5. Third Party Content, Products, and Services

We may make third party information available on or through the Site through content, links, or products as a service to those interested in this information. APA California provides this information to you only as a convenience, and the inclusion of such information does not imply affiliation, endorsement, or adoption by APA California of any content, or any information contained therein. Your business dealing or correspondence with third parties and any terms, conditions, warranties, or representations associated therewith, are solely between you and such third party. You acknowledge and agree that APA California is not responsible or liable in any manner for any third-party content. Your use of such third-party content is at your own risk.

When you leave the Site, be aware that the Terms no longer govern. You should review the applicable terms, policies, privacy, and data gathering practices of any other website to which you navigate. It is up to you to take precautions to ensure that whatever you use, or download is free of viruses, worms, Trojan horses, or other items of a destructive nature.

6. No Unlawful or Prohibited Purpose

As a condition of your use of this Site, you hereby warrant to APA California that you will not use the Site for any purpose that is unlawful or otherwise prohibited by these Terms.

7. E-mail Subscriptions

By submitting your name and email to respond or subscribe to one of APA California’s various email communications, you agree to APA California’s use of that information to deliver its communications to you. If you
wish to discontinue receiving such communications, please find the “unsubscribe” link at the bottom of such communications for directions on discontinuing the communications or contact APA California at admin@apacalifornia.org.

8. Submissions

You acknowledge and agree that any feedback, questions, comments, suggestions, ideas, or other information or materials regarding the Site, its contents, or APA California that are provided by you in the form of email or other submissions to APA California are non-confidential and shall become the sole property of APA California. APA California shall own exclusive rights to such information and materials, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of the information and materials for any purpose without consent from, acknowledgment of, or compensation to you.

9. Indemnification

You agree, to the fullest extent permitted by law, that you will defend, indemnify and hold harmless APA California, including its respective directors, officers, employees, agents, volunteers, and affiliates, as well as the APA California’s independent contractors, service providers and consultants, including their respective directors, officers, employees and agents, from and against all claims, damages, costs, liabilities, and expenses arising out of or related to violation of these Terms by you, or related to any other action or omission connected with your use of the Site and/or its content. Your indemnification obligations under these Terms, include, without limitation, sole responsibility for any liability or expense, loss, damage (actual and consequential), cost or attorney’s fee arising from any lawsuits (actual or threatened), demands, claims, judgments, or litigation arising out of or related to violation of these Terms by you, or related to any other action or omission connected with your use of the Site and/or its content.

10. Warranty Disclaimer

All data, software, and documentation on the Site are provided “as is” without warranty of any kind, either expressed or implied.

APA CALIFORNIA DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE OR ITS CONTENT, INCLUDING AS TO ACCURACY OR RELIABILITY OF INFORMATION, CONTENT, FORMS OR OTHER SITE MATERIALS ACCESSED THROUGH THIS SITE, AND INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. APA CALIFORNIA DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE SITE MATERIALS OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.

APA CALIFORNIA IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS, INCLUDING THOSE RELATING TO PRICING, TEXT, OR PHOTOGRAPHY. WHILE APA CALIFORNIA ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE SITE AND SERVICES SAFE, APA CALIFORNIA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE SITE MATERIALS OR THEIR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD USE INDUSTRY RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

APA CALIFORNIA IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY THIRD-PARTY ACTIVITIES OR EVENTS LISTED ON THE SITE OR FOR THE CONDUCT OF ANY EVENT OR ACTIVITY ORGANIZED BY OTHER USERS OF THE SITE.
11. Legal Disclaimer

APA California content provided by the Site is for informational purposes only and is not intended as legal advice, nor as a substitute for the legal advice of an attorney. The transmission of an e-mail request for information does not create an attorney-client relationship. APA California does not provide legal advice and nothing in these Terms or on the Site should be construed as legal advice. You should contact your own legal counsel if you have a question regarding your legal rights or any other legal issue while using this Site.

12. Webinar, Conference Session or Event Disclaimer

This disclaimer applies to any APA California Webinar, Conference Session or other APA California-sponsored event, and any documents, information or opinions obtained from or ancillary to the Webinars, Conference Sessions, or events. You are advised to read this disclaimer carefully before accessing, participating in, reading, or making any other use of an APA California Webinar, Conference Session, or event. APA California makes no representations or warranties about the accuracy or suitability of information provided in the Webinars, Conference Sessions or events and related materials (such as handouts, presentation documents and recordings). The information contained in the Webinars, Conference Sessions and events and related materials are not intended to constitute advice of any kind or the rendering of consulting, or other professional services. Registering for a Webinar, Conference Session or event only constitutes an agreement to attend, not a contract for consultancy or advice. Registration does not establish any contractual relationship with APA California. You should consult with an attorney, consultant or other professional to determine what may be best for your individual needs. The opinions expressed in an APA California Webinar, Conference Session or event are those of the speaker(s) only, and may not necessarily represent the views of APA California, National APA, or any local Section. To the extent permitted by law, APA California and its agents and experts exclude all liability for any loss, claim or damage, cost, or expense, including any indirect or consequential damages or lost profit, whether arising in negligence or otherwise, suffered in connection with the access to, participation in, or use of the Webinar, Conference Session or event by you or any other person. By acceding to this service, you acknowledge that the information and materials contained in the Webinar, Conference Session or event may contain inaccuracies or errors. The content of the information provided in the Webinar, Conference Session or event is for your general information and use only. It is subject to change at any time and without notice. The Webinar, Conference Session or event may include links to other resources or websites. These links are provided for you convenience only and do not signify that APA California endorses, approves, or makes any representation or claim regarding the accuracy, copyright compliance, legality or any other aspects of the resource(s) or website(s). Further you are advised not to send any confidential or sensitive information to APA California in the context of a Webinar, Conference Session or event.

13. Limitation of Liability

By using this Site, you understand and agree that your use of the Site and its contents is at your own risk. You further agree that, to the fullest extent of the law, none of the parties involved in creating, producing, hosting or delivering this Site and its services, including APA California, its directors, officers, employees, agents, volunteers, affiliates, independent contractors, consultants or licensors, will be liable under any legal theory (whether in contract, tort, statutory, or otherwise) for any direct, indirect, incidental, consequential, special, exemplary, or any other damages, including without limitation any costs or expenses of any kind (including legal fees, expert fees, or other disbursements) which may arise, directly or indirectly through your access to, use of, or browsing of this Site, including anything caused by viruses, bugs, human action or inaction, or any computer system, phone line, hardware, software, program malfunctions, or any other errors, failures, or delays in computer transmissions or network connections.
You specifically acknowledge and agree that APA California is not liable or responsible for your defamatory, offensive, infringing or illegal materials, information or conduct, or that of third parties you may encounter, and APA California reserves the right to remove any such materials or information from the Site without liability.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR HYPERLINKED WEBSITES, IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

14. Choice of Law and Venue

These Terms are entered into in the State of California and shall be governed by and construed according to the laws of the State of California, exclusive of its choice of law rules. Each party to these Terms submits that any action at law or in equity arising out of the Terms is subject to the exclusive jurisdiction of the state and federal courts sitting in the County of Sacramento, California, and hereby waives any jurisdictional, venue, or inconvenient forum objections to such courts over any suit, action, or proceeding arising out of the Terms. In any action to enforce these Terms, the prevailing party will be entitled to its costs and attorney's fees.

15. Term and Termination

These Terms take effect at the beginning of each visit to the Site. APA California reserves the right, with or without notice, at any time and for any or no reason, to deny you access to the Site or any portion thereof and may take such action in its sole discretion to terminate your license to use the Site or to block or prevent future access to and use of the Site.

16. Waiver and Severability

The failure of APA California to exercise or enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.

17. Entire Agreement

These Terms, together with any revisions and any additional terms incorporated by reference, including the Privacy Policy, constitute the entire agreement between you and APA California relating to the Site and its content and use by you, and supersedes any other written or oral communication regarding use of the Site and its content. The Site and its content are intended to be consistent with and to further APA California’s policies and operations.

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>July 7, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Revised:</td>
<td>July 7, 2021</td>
</tr>
</tbody>
</table>