

Alliance Terms of Use

Welcome to the Alliance!

1. Your relationship with the Alliance

1.1 Your use of the Alliance's web pages, screens displaying the pages of the Alliance web sites, air testing, data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images, and other products and services (referred to collectively as the "Services" in this document and excluding any services provided to you by the Alliance under a separate written agreement) is subject to the terms of a legal agreement between you and the Alliance. "Alliance" means the West Berkeley Alliance for Clean Air and Safe Jobs, a grassroots community organization and a sponsored project of Ecology Center, a 501(c)3 non-profit whose principal place of business is at 2530 San Pablo Avenue, Berkeley, California 94702, United States. This document explains how the agreement is made up, and sets out the terms of that agreement.

1.2 Unless otherwise agreed in writing with the Alliance, your agreement with the Alliance will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3 Your agreement with the Alliance will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these Legal Notices are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and the Alliance in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by actually using the Services. You understand and agree that the Alliance will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with the Alliance, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Universal Terms for your records.

3. Provision of the Services by the Alliance

3.1 The Alliance has affiliated legal entities (“Allies”). Sometimes, these persons and organizations will be providing the Services to you on behalf of the Alliance itself. You acknowledge and agree that Allies will be entitled to provide the Services to you.

3.2 The Alliance is constantly innovating in order to provide the best possible experience for its community. You acknowledge and agree that the form and nature of the Services which the Alliance provides may change from time to time without prior notice to you.

3.3 As part of this continuing innovation, you acknowledge and agree that the Alliance may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to its community generally at the Alliance’s sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform the Alliance when you stop using the Services.

4. Use of the Services by you

4.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the process necessary to access the Services, or as part of your continued use of the Services. You agree that any registration information you give to the Alliance will always be accurate, correct and up to date.

4.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

4.3 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the equipment, resources, organizations, servers and networks which are connected to the Services).

4.4 Unless you have been specifically permitted to do so in a separate agreement with the Alliance, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services; no Services may be used for profit; you may only use Services for personal, non-commercial home use or for educational purposes. Any approved use must contain a proper citation of Alliance permission for use.

4.5 You agree that you are solely responsible for (and that the Alliance has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any damage which the Alliance may suffer) of any such breach.

5. Your Personal Information and Privacy

5.1 The Alliance Privacy Policy is the following:

(A) the Alliance recognizes that privacy is important. This Policy applies to all of the Services offered by the Alliance. If you have any questions about this Policy, please feel free to contact the Alliance through its website or write to the address below.

(B) many parts of the Services the Alliance provides do not require you to provide personal information. In order to provide the full range of Services, the Alliance may collect the following types of information:

(I) when you partake of Alliance Services, the Alliance may request personal information (such as your name, email address and other information). The Alliance may combine the information you submit with information from other Alliance services or third parties in order to provide and improve Services.

(II) when you use Alliance Services, the web host's servers may automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser. The Alliance may use this information to provide Services.

(III) when you send email or other communications, the Alliance may retain those communications in order to process your inquiries, respond to your requests and improve Services.

(IV) the Alliance offers some Services in connection with other providers. Personal information that you submit to the other providers may be sent to the Alliance in order to provide the Services. The Alliance processes such information in accordance with this Policy. The other providers may have different privacy practices and the Alliance encourages you to read their privacy policies.

(V) this Privacy Policy applies to personal data that subsist in Services operated by the Alliance. The Alliance does not exercise control over the other organizations, resources, links and sites displayed via various Services. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you.

(C) if the Alliance uses information in a manner different than the purpose for which it was collected, then the Alliance will try to request your consent prior to such use. You can decline to submit personal information for any of the Services, in which case the Alliance may not be able to provide those Services to you.

(D) the Alliance only shares personal information with other organizations or individuals outside of the Alliance in the following limited circumstances:

(I) the Alliance has your consent. The Alliance requires consent for the sharing of any sensitive personal information.

(II) the Alliance provides such information to Allies or other trusted organizations or persons for the purpose of processing personal information and/or providing Services on the Alliance's behalf.

(III) the Alliance has a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Terms of Use, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address misuse, security or technical issues, or (d) protect against imminent harm to the rights, property or safety of the Alliance, its community or the public as required or permitted by law.

(E) the Alliance may share with third parties certain pieces of aggregated, non-personal information, such as the number of people in the Alliance community. Such information does not identify you individually.

(F) the Alliance is able to take some security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These measures include review of data collection, storage and processing practices and other security concerns.

(G) the Alliance restricts access to personal information to some Alliance members, Allies and agents who need to know that information in order to operate, develop or improve the Alliance's Services. These individuals are bound by confidentiality obligations.

(H) the Alliance processes personal information in accordance with this Policy or any applicable service-specific privacy notice. The Alliance reviews its data collection, storage and processing practices to insure that it only collects, stores and processes the personal information needed to provide or improve the Services. The Alliance takes reasonable steps to insure that the personal information it processes is accurate, complete, and current, but the Alliance depends on its community members to update their personal information whenever necessary.

(I) when the Alliance is contacted regarding private information, the Alliance asks that individuals identify themselves and that the information requested be corrected before processing such requests, and may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical, or for which access is not otherwise required. Some of the Services may detail these procedures in specific privacy notices.

(J) the Alliance regularly reviews its compliance with this Policy. When the Alliance receives formal written complaints at the address below, it is the Alliance's policy to try to contact the complainant regarding the privacy concerns. The Alliance will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that cannot be resolved between the Alliance and an individual.

(K) please note that this Privacy Policy and the Terms of Use of which the Policy is a part may change from time to time.

(L) while the Alliance recognizes the importance of your privacy, all other Internet users may not. Although you and the Alliance attempt to protect your privacy, unintended users might defeat security precautions and track, store and access your data across the Internet; encrypted information is harder for unintended users to access, but still is not completely secure. Information accessible online or accessible indirectly via networks connected to the Internet, such as E-mail (including unsent and deleted messages), is not private or secure.

(M) if you have any questions or concerns about this Policy, please feel free to contact the Alliance any time through this web site or at the address below.

5.2 You agree to the use of your data in accordance with the Alliance's Privacy Policy.

6. Content in the Services

6.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person(s) or organization(s) from which such content originated. All such information is referred to below as the “Content”.

6.2 You should be aware that Content presented to you as part of the Services may be protected by intellectual property rights which are owned by providers that make Content available to the Alliance (or other persons or organizations may make the Content available on the providers' behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by the Alliance or by the owners of that Content, in a separate agreement.

6.3 The Alliance reserves the right (but shall have no obligation) to pre-screen, review, modify, refuse or remove any or all Content from any Service.

6.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

6.5 You agree that you are solely responsible for (and that the Alliance has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which the Alliance may suffer) by doing so.

7. Proprietary rights and intellectual property

7.1 You acknowledge and agree that the Alliance owns all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by the Alliance and that you shall not disclose such information without the Alliance's prior written consent.

7.2 Unless you have agreed otherwise in writing with the Alliance, nothing in the Terms gives you a right to use any of the Alliance's trade names, logos, domain names, and other distinctive brand features.

7.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with the Alliance, then you agree that your use of such features shall be in compliance with that agreement and any applicable provisions of the Terms.

7.4 Other than the limited license set forth in Section 9, the Alliance acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, or provide for display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You agree that the views, conclusions, findings and opinions in such Content are yours alone and do not necessarily reflect the views of the Alliance or its members. Reference to, or use of, your Content does not imply approval or recommendation of it. Unless you have agreed otherwise in writing with the Alliance,

you agree that you are responsible for protecting and enforcing those rights and that the Alliance has no obligation to do so on your behalf.

7.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

7.6 Unless you have been expressly authorized to do so in writing by the Alliance, you agree that in using the Services, you will not use any trade mark, service mark, trade name, or logo of any organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

8. License from the Alliance

8.1 The Alliance gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Services provided to you by the Alliance. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by the Alliance, in the manner permitted by the Terms.

8.2 Unless the Alliance has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Services, grant a security interest in or over your rights to use the Services, or otherwise transfer any part of your rights to use the Services.

9. Content license from you

9.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. By submitting, posting or displaying the content you give the Alliance a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. This license is for the sole purpose of enabling the Alliance to display, distribute and promote the Services and may be revoked for certain Services as defined in the Additional Terms of those Services.

9.2 You agree that this license includes a right for the Alliance to make such Content available to other organizations or individuals with whom the Alliance has relationships.

9.3 You understand that the Alliance, in performing the required technical steps to provide the Services to its community, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit the Alliance to take these actions.

9.4 You confirm and warrant to the Alliance that you have all the rights, power and authority necessary to grant the above license.

10. Ending your relationship with the Alliance

10.1 The Terms will continue to apply until terminated by either you or the Alliance as set out below.

10.2 If you want to terminate your legal agreement with the Alliance, you may do so by notifying the Alliance at any time. Your notice should be sent, in writing, to the address below.

10.3 The Alliance may at any time terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) the Alliance is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) the partner with whom the Alliance offered the Services to you has terminated its relationship with the Alliance or ceased to offer the Services to you; or

(D) the Alliance is transitioning to no longer providing the Services to part or all of the community in which you are resident or from which you use the service; or

(E) the provision of the Services to you by the Alliance is, in the Alliance's opinion, no longer serving the Alliance's interests.

10.4 Nothing in this Section shall affect the Alliance's rights regarding provision of Services under Section 3 of the Terms.

10.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and the Alliance have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 15.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

11. EXCLUSION OF WARRANTIES

11.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 11 AND 12, SHALL EXCLUDE OR LIMIT THE ALLIANCE'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND THE ALLIANCE'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

11.3 IN PARTICULAR, THE ALLIANCE, ITS ALLIES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY PART OF THE SERVICES WILL BE CORRECTED.

11.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

11.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE ALLIANCE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

11.6 THE ALLIANCE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12. LIMITATION OF LIABILITY

12.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 11.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE ALLIANCE, ITS ALLIES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY CHANGES WHICH THE ALLIANCE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(III) YOUR FAILURE TO PROVIDE THE ALLIANCE WITH ACCURATE PERSONAL INFORMATION;

(IV) YOUR FAILURE TO KEEP YOUR PERSONAL DETAILS SECURE AND CONFIDENTIAL.

12.2 THE LIMITATIONS ON THE ALLIANCE'S LIABILITY TO YOU IN PARAGRAPH 12.1 ABOVE SHALL APPLY WHETHER OR NOT THE ALLIANCE HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

13. Other content

13.1 The Services may include hyperlinks to other web sites or content or resources. The Alliance may have no control over any web sites or resources which are provided by companies or persons other than the Alliance.

13.2 You acknowledge and agree that the Alliance is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

13.3 You acknowledge and agree that the Alliance is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

14. Changes to the Terms

14.1 The Alliance may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, the Alliance will make a new copy of the Universal Terms available at <http://www.westberkeleyalliance.org/index/termsofuse.htm> and any new Additional Terms will be made available to you from within, or through, the affected Services.

14.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, the Alliance will treat your use as acceptance of the updated Universal Terms or Additional Terms.

15. General legal terms

15.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download software, or purchase goods provided by another person or organization. Your use of these other services, software or goods may be subject to separate terms between you and the organization or person concerned. If so, the Terms do not affect your legal relationship with these other organizations or individuals.

15.2 The Terms constitute the whole legal agreement between you and the Alliance and govern your use of the Services (but excluding any services which the Alliance may provide to you under a separate written agreement), and completely replace any prior agreements between you and the Alliance in relation to the Services.

15.3 You agree that the Alliance may provide you with notices, including those regarding changes to the Terms, by email, regular mail, telephone or postings in the Services.

15.4 You agree that if the Alliance does not exercise or enforce any legal right or remedy which is contained in the Terms (or which the Alliance has the benefit of under any applicable law), this will not be taken to be a formal waiver of the Alliance's rights and that those rights or remedies will still be available to the Alliance.

15.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

15.6 You acknowledge and agree that the Alliance's Allies shall be third party beneficiaries to the Terms and that they shall be entitled to directly enforce, and rely upon, any provision(s) of the Terms which confer a benefit on (or rights in favor of) them. Other than this, no other person or organization shall be third party beneficiary to the Terms.

15.7 The Terms, and your relationship with the Alliance under the Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and the Alliance agree to submit to the exclusive jurisdiction of the courts located within the county of Alameda, California to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that the Alliance shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

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West Berkeley Alliance for Clean Air and Safe Jobs
c/o Ecology Center
2530 San Pablo Avenue
Berkeley, CA 94702
USA