TERMS AND CONDITIONS

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

[You must be at least [18] years of age to use this website. By using this website [and by agreeing to these terms and conditions] you warrant and represent that you are at least [18] years of age.]

License to use website

Unless otherwise stated, The Ohio Wildlife Project and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;]
- [edit or otherwise modify any material on the website; or]
- re-distribute material from this website [except for content specifically and expressly made available for redistribution].]

Where content is specifically made available for redistribution, **it** may only be redistributed [within your organization)

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without The Ohio Wildlife Project's express written consent.

[You must not use this website to transmit or send unsolicited commercial communications.]

[You must not use this website for any purposes related to marketing without The Ohio Wildlife Project's express written consent.]

[Restricted access

[Access to certain areas of this website is restricted.] The Ohio Wildlife Project reserves the right to restrict access to [other] areas of this website, or indeed this entire website, at The Ohio Wildlife Project's discretion.

If The Ohio Wildlife Project provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

The Ohio Wildlife Project may disable your user ID and password in The Ohio Wildlife Project's sole discretion without notice or explanation.]

[User content

In these terms and conditions, "your user content" means material (including *without* limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to The Ohio Wildlife Project a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to The Ohio Wildlife Project the right to sub-license these rights, and the right to bring an action for infringement of these rights.

You hereby indemnify The Ohio Wildlife Project and undertake to keep The Ohio Wildlife Project indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by The Ohio Wildlife Project to a third party in settlement of a claim or dispute on the advice of The Ohio Wildlife Project's legal advisers) incurred or suffered by The Ohio Wildlife Project arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

Breaches of these terms and conditions

Without prejudice to The Ohio Wildlife Project's other rights under these terms and conditions, if you breach these terms and conditions in any way, The Ohio Wildlife Project may take such action as The Ohio Wildlife Project deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings againstyou.

Variation

The Ohio Wildlife Project may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

The Ohio Wildlife Project may transfer, sub-contract or otherwise deal with The Ohio Wildlife Project's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions together with the Privacy Policy and No Refund Policy constitute the entire agreement between you and The Ohio Wildlife Project in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the State of Ohio and/or County of Huron and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of the State of Ohio and / or County of Huron.

(Registrations and authorizations

The Ohio Wildlife Project is registered with the Ohio Secretary of State- You can find the online version of the register at <u>http://sos.state.oh.us/</u>. The Ohio Wildlife Project registration number is 4034816.

The Ohio Wildlife Project is subject to the Erie Basin Resource Conservation & Development Council, Inc., which is supervised by **the Officers (Executive Committee) of The Erie Basin RC&D Council**.

The Ohio Wildlife Project subscribes to the following code(s] of conduct: Erie Basin RC&D is an equal opportunity provider and employer.

The Ohio Wildlife Project's [IRS TAX] the Erie Basin number: 34-1689182

The Ohio Wildlife Project's [registered] address is ERIE BASIN RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL, INC , 8 FAIR ROAD

NORWALK, OH 44857.

You can contact The Ohio Wildlife Project by email to buckeyewildlife@gmail.com

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