

VISIONMAKER.NYC TERMS OF USE

Last revised: October 29, 2015

By accessing and using Visionmaker.nyc, a website ("Site") of the Wildlife Conservation Society ("WCS"), you agree to be bound by these terms and conditions of use ("Terms of Use") and the associated Privacy Policy for the Site. From time to time, WCS may modify these Terms of Use, so please review it periodically for changes. Your continued use of the Site after we have modified the Terms of Use indicates your agreement to the modified terms.

1. **Privacy** – WCS respects the privacy of its users and encourages you to read its **Privacy Policy** (https://visionmaker.us/mstatic/download/about/M2409_privacypolicy.pdf) and **Children's Privacy Policy** (https://visionmaker.us/mstatic/download/about/M2409_childrensprivacypolicy.pdf) so that you may make an informed decision about using the Site.
2. **Copyright Notice** - Copyright 2014; Wildlife Conservation Society. All rights reserved. Certain articles or materials contained on this website are also separately copyrighted.
3. **Trademark Notice** - Wildlife Conservation Society, Mannahatta, Mannahatta 2409, Welikia, Visionmaker, the WCS logo and associated trademarks are owned by the Wildlife Conservation Society. All rights reserved.
4. **User Rules** - In order to maintain an efficient and effective Site that addresses the needs and interests of our users, the following rules apply to the use of this Site:
 - a. You may not post or transmit any message or content that is unlawful, harmful, threatening, abusive, harassing, libelous, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, or violates any other person's copyrights, privacy rights, trademarks, trade secrets or any other intellectual property rights, or rights in any confidential information. You hereby agree to indemnify WCS for any and all damages suffered by third parties as a result of your violation of this rule.
 - b. You may not post or transmit any message, data, image or program with the intent to threaten the safety of others and/or with the effect of causing a reasonable person to perceive a threat to his or her safety.
 - c. By posting information to this Site, you represent that you are the sole owner of materials posted by you or that you have the right to post such materials and license their use to others.
 - d. You must not change, modify, alter or tamper with the Site's software, appearance or

functionality other than through the creation of user visions (“User Visions”) as permitted under these Terms of Use.

e. You acknowledge and agree that WCS may take appropriate action, at its discretion, in order to prevent the misuse of the Site to disseminate information, statements or materials that may be abusive, destructive, harmful or threatening to the safety of others or in order to comply with any law or regulation of any government entity; including deleting User Visions or other posted content which violate these rules. Such action may include but is not limited to termination of your access to the Site for any reason, at any time, and without liability to you.

f. You may not interfere with others’ use of the Site or disrupt the normal flow or use of the Site, including but not limited by posting or transmitting any virus, infection, contamination or destructive file which causes the Site to become inaccessible, inoperable or contaminated.

g. The use, distribution, or publication of any materials posted by third parties does not constitute or imply an endorsement of such materials or of any opinions or comments expressed in such materials.

5. User Grant of License

a. You may use the Site and modeling tool to create your own User Visions. You retain all of your ownership rights in any materials including but not limited to information, data, text, messages, articles, software, photos, video, graphics, music, sounds, User Visions created or saved, or any other original or creative material, or other information (collectively “Content”) provided by you. However, by submitting Content to WCS, you hereby grant WCS a perpetual, irrevocable, worldwide, non-exclusive, royalty and compensation-free, sub-licensable and transferable license to use, reproduce, modify, publish, perform, prepare derivative works of, display, and distribute such Content or any portion thereof, in print, electronic and any other media, by any means now known or developed in the future. You also hereby grant each user of the Site a non-exclusive, royalty-free license to access your Content through the Site, and to use, reproduce, modify, distribute, prepare derivative works of, display and perform such Content as permitted through the functionality of the Site and under these Terms of Use. The submission of any Content irrevocably waives any and all “moral rights” in such Content, including the rights of paternity and integrity. You further agree that WCS does not guarantee any confidentiality with respect to any created or submitted Content.

b. You may remove or delete your Content from the Site. However, you understand and agree that WCS may retain server copies of your Content that has been removed or deleted.

c. You shall be solely responsible for your own Content and the consequence of creating, submitting, or publishing your content on or through the Site according to these Terms of Use.

d. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permission to publish Content that you submit; and you license to WCS all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on or through the Site pursuant to these Terms of Use.

6. Use of Materials - You may download, print or transmit information, data, text, messages, software, and images (collectively "Materials") made available from the Site subject to the following conditions:

a. Any copyright and/or trademark notice must not be removed from any Materials downloaded, transmitted or printed;

b. Use of Materials available from the Site must be for personal purposes only, and in no instance may be used for commercial purposes;

c. No Materials available from this Site (including links from pages on other websites) can be used, copied or distributed separate from the accompanying text.

7. Use by Children - WCS does not offer or sell any product or service in connection with the Site to children under the age of 13. The Site is directed to adults only. By using the Site, you are representing to us that you are (a) at least eighteen (18) years of age or (b) if you are under thirteen (13) years of age, you may use the Site only if your parent or legal guardian has read and agreed to these terms and conditions of use on your behalf, and specifically consents to your use of the Site. WCS will not be liable for any damages that may result from misrepresentation of age by a user of the Site.

8. Passwords and Account Security – You agree and understand that you are solely responsible for maintaining the confidentiality of passwords associated with any account you use to access the Site.

9. Warranty Disclaimer - EXCEPT AS LIMITED BY LAW, THE WEBSITE, INCLUDING ITS CONTENT AND SERVICES, ARE PROVIDED ON AN "AS IS" BASIS AND WCS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITE, SOFTWARE, PRODUCTS OR SERVICES, OR ANY PORTION THEREOF, OR WITH RESPECT TO THE ACCURACY, RELIABILITY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, DATA OR CONTENT PROVIDED ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, NONINFRINGEMENT OF COPYRIGHT, TRADEMARK OR PATENT RIGHTS OF OTHERS, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE.

VISIONMAKER.NYC IS A MODELING TOOL THAT SHOULD NOT BE USED AS A SITE-SPECIFIC PLANNING OR MEASUREMENT TOOL. WHILE WCS STRIVES TO USE THE MOST RELEVANT AND SCIENTIFIC DATA AND CALCULATIONS AVAILABLE, WCS MAKES NO REPRESENTATIONS, WARRANTIES, CLAIMS, PROMISES, OR GUARANTEES AS TO THE COMPLETENESS OR APPLICABILITY OF THIS DATA TO SITE-SPECIFIC SCENARIOS. FURTHERMORE, SUCH SCIENTIFIC DATA AND CALCULATIONS MAY CHANGE FROM TIME TO TIME WITHOUT NOTICE. WCS DOES NOT REPRESENT OR WARRANT THAT THE SITE INCLUDING BUT NOT LIMITED TO ITS SOFTWARE, PRODUCTS, SERVICES OR MATERIAL AVAILABLE FOR DOWNLOADING ARE FREE OF VIRUSES, INFECTIONS OR OTHER HARMFUL COMPONENTS. ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF THE SITE.

WCS reserves the right to change any and all Content contained on the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship or recommendation thereof by WCS.

10. Limitation of Liability – IN NO EVENT WILL WCS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING EITHER DIRECTLY OR INDIRECTLY OUT OF OR IN ANY WAY CONNECTED WITH THE WEBSITE.

11. Third Party Links - WCS may provide links to web pages and content of third parties (“Third Party Content”) as a service to those interested in this information. WCS does not monitor, nor does it have any control over, any Third Party Content. WCS does not endorse or adopt any Third Party Content and can make no guarantee as to its accuracy or completeness. WCS makes no representations or warranties of any kind regarding such Third Party Content, or any information contained therein, and undertakes no responsibility to update or review any Third Party Content. When leaving the Site, you should be aware that WCS’ terms and policies no longer govern, and, therefore, you should review the applicable terms and policies, including privacy and data gathering practices, of that site. Users use these links and Third Party Content contained therein at their own risk.

12. Excessive Data Usage Charges - The use of the Site on your mobile device will require use of your data service. Depending on the plan you have with your mobile network carrier, you could incur excessive data charges amounting to hundreds or thousands of dollars. You should check with your mobile network carrier and determine how you will be charged for data usage. WCS is not responsible for your data usage and will not be responsible for excessive data charges that you may incur. You are responsible for any internet connection, data or other fees assessed by your mobile network carrier to access the WCS Site via your wireless device, including any data plan charges, toll, out-of-area, roaming, or other wireless device connection charges.

13. Choice of Law - These terms and conditions shall be governed and construed in accordance with the laws of the State of New York. You agree to submit to the jurisdiction of New York federal and/or state courts and that all disputes arising under or in connection with your use of this Site and the modeling tool will be resolved in courts in the state of New York.

14. Severability and Nonwaiver – If any provision of these Terms of Use shall be deemed unlawful, void or for any reason, unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. The failure of WCS to insist upon or enforce strict performance of any of the provisions of these Terms of Use or to exercise any rights or remedies under these Terms of Use will not be construed as a waiver or relinquishment to any extent of WCS' right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and remain in full force and effect.

15. Termination – Notwithstanding any of these Terms of Use, WCS reserves the right, without notice and in its sole discretion, to terminate your use of the Site and to block or prevent future access to and use of the Site.

16. Contact Information – You may contact WCS at the following address:

Wildlife Conservation Society
Attn: Legal Department re Visionmaker.nyc
2300 Southern Boulevard
Bronx, New York 10460