



# TERMS OF USE POLICY

Please read this Terms of Use agreement before using the services offered by First Alternative Cooperative, hereafter referred to as “The Co-op” or “we”. These terms of use set forth the legally binding terms and conditions for your use of the website at [www.firstalt.coop](http://www.firstalt.coop) and the services, features, content, products, applications and social media profiles offered by The Co-op and/or third parties (collectively with the Site, the “Service” or “Services”).

## **Acceptance of Terms**

By registering for and/or using the Service in any way, you expressly acknowledge that you have read and agree to be bound by all of the terms and conditions herein (the “Terms”), the Privacy Policy and other guidelines and policies The Co-op may publish on the Site from time to time, each of which is incorporated herein by reference.

This Service is intended for lawful use by persons over thirteen (13) years of age. The Co-op reserves the right to change these Terms, the Privacy Policy and other guidelines and policies posted on the Site from time to time at its sole discretion, with or without notice. Your continued use of the Service constitutes your acceptance of the revised Terms, and your use of the Service will be subject to the most current version of these Terms, policies, and guidelines posted on the Site at the time of such use. If you breach any part of these Terms, your authorization to use the Service will automatically terminate.

## **Access to the Service**

Subject to these Terms, The Co-op may offer to provide certain Services, as described more fully on the Site, which are solely for your own use, and not for the use or benefit of any third party. Services may include any information content provided for or distributed to you (over the Internet, in person during an event or otherwise), any services performed for you, and any applications or widgets offered to you, whether any such Services are provided by The Co-op or, subject to the terms set out under the “Third Party Sites and Services” section below, by third party providers authorized by The Co-op.

## **User Account**

If you choose to set up a user account on the Site, you will become a “User.” During the User registration process, you will be asked to choose a password. You agree to keep your password confidential. Users are entirely responsible for any and all activities which occur under their account whether authorized or not authorized, unless access to a User’s user name and/or password was obtained by a third party through no fault or negligence of User’s own. User agrees to notify The Co-op of any unauthorized use of their account or any other breach of account security as soon as it becomes known to Owner. Any rights to use Services offered to an account user are personal to that User and not for commercial use without the express written consent of The Co-op. You are solely responsible for your interactions with other Owners, third party developers or any other parties with whom you interact through the Service. The Co-op reserves the right, but has no obligation, to become involved in any way with any disputes.

## **User Submissions**

The Co-op provides you the ability to register, create, add, distribute and/or post content (“User Submissions”), which may include but not be limited to, comments, suggestions, questions, ratings, reviews, graphics, photographs, videos, articles, blog postings, and Personally Identifiable Information (PII) and Non-Personally Identifiable Information (NPII) as defined in the Privacy Policy. In regards to your User Submissions, you will:

- Acknowledge that you are publishing that User Submission;
- Acknowledge that the content found in your User Submission is in the public domain;
- Acknowledge that you may be publicly identified as a result of your User Submission;
- Acknowledge that you own and control all of the content associated with your User Submission or have full authority and permission from owners of any right, title, or interest when submitting content in a User Submission;
- Agree to pay royalties or other fees owed to any person or entity as a result of your User Submission;
- Have permission to use the name and likeness of each identifiable individual person when submitting User Submissions that pertain to any identifiable individual’s personal information;
- Hereby grant The Co-op an international, perpetual, non-exclusive, transferable, royalty-free, fully paid license to use, reproduce, display, distribute and fully exploit your User Submissions in connection with The Co-op and its businesses, including but not limited to redistributing part or all of your User Submissions to any media format and through any media channels, including but not limited to those of third parties;
- Acknowledge and understand that The Co-op has the right to delete, edit, modify, excerpt or translate any User Submission;
- Acknowledge and understand that any you are solely responsible for any User Submission content that you submit to The Co-op;
- Acknowledge and understand that The Co-op is not responsible or liable for any User Submission that is erroneous, deceptive, fraudulent, defamatory, obscene, profane, unlawful, promotional of any crime or invasive of another’s privacy; and

- Acknowledge and understand that The Co-op cannot guarantee the identity of Owners or other users of the Service with whom you interact.

## **Rules and Conduct**

The Service is provided for personal, non-commercial use only. You are solely responsible for all of your activity in connection with the Service.

Without limitation, the following are examples of User Submissions that are not permitted:

- User Submission is knowingly inaccurate, deceptive, fraudulent, false, or untruthful.
- User Submission is libelous, obscene, defamatory, offensive, profane, unlawful, promotional of any crime or invasive of another's privacy.
- User Submission is unsolicited advertising or use of junk, "spam", or bulk transmission, or "phishing".
- User Submission is intended to result in the transmission and/or distribution of a computer or mobile device virus.
- User Submission is meant to impersonate any person or entity.

The Co-op reserves the right, but has no obligation, to edit, modify, delete, hide or remove any User Submission in its sole discretion with or without cause. The Co-op does not guarantee that any User Submission will be made available on the site. The Co-op reserves the right to refuse service, terminate accounts, and cancel orders if we believe that your conduct violates these Terms.

## **Modifications and Interruption to Service**

The Co-op reserves the right to modify or discontinue any element of the Service with or without notice to you, and The Co-op will not be liable to you or any third party should The Co-op exercise this right. You acknowledge and accept that The Co-op does not guarantee continuous, uninterrupted or secure access to the Service and operation of the Service may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

## **Third-Party Sites and Services**

The Service may include links to other websites, services or resources on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability, content, legality, appropriateness or any other aspect of any third-party site. Your use of third-party sites is at your own risk and subject to the terms of use and privacy policies of each site, for which we are not responsible and which we encourage you to review.

Certain Services are organized by third parties. Additionally, certain other Services, including registration, scheduling and mobile applications, are provided by third parties. The Co-op offers

no guarantees and assumes no responsibility or liability of any type with respect to content, products and services provided by any third party.

### **Warranty Disclaimer**

The service is provided by the Co-op on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law, the Co-op makes no representations or warranties of any kind, express or implied, regarding the use or the results of the service, in terms of its correctness, accuracy, reliability, timeliness, up-to-datedness or otherwise. The Co-op will have no liability for any interruptions in the use of the service. The Co-op disclaims all warranties with regard to the information provided, including the implied warranties of merchantability, performance and fitness for a particular purpose, and warranties of non-infringement. Some jurisdictions do not allow the exclusion of certain implied warranties, therefore some of the above limitations may not apply to you.

### **Limitation of Liability**

The Co-op will not be liable for any damages whatsoever, and in particular the Co-op will not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to the service, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if the Co-op has been advised of the possibility of such damages. Some jurisdictions do not allow for the limitation or exclusion of liability for incidental or consequential damages, therefore some of the above limitations may not apply to you.

### **Indemnification**

You agree to indemnify and hold harmless The Co-op, its subsidiaries, affiliates, officers, directors, LLC Owners, shareholders, attorneys, agents, employees, licensors, suppliers, co-branders or other partners, from any claim or demand, including reasonable attorneys’ fees and damages of any kind, made by any third party due to or arising out of your use of the Service, your User Submissions, your violation of these Terms, or infringement by you, or other users of the Service using your computer or mobile device, of any intellectual property or any other right of any person or entity.

### **Governing Jurisdiction**

These Terms will be governed by the laws of the State of Oregon, excluding its choice of law rules, and the United States of America, without reference to any conflict of laws provisions. Any dispute arising from or relating to the subject matter of these Terms will be finally settled by arbitration in Benton County, Oregon, using the English language in accordance with the Arbitration Rules and Procedures of JAMS then in effect. Judgment may be entered on the arbitral award in any court having jurisdiction. The arbitral award will be final and binding. Each party retains the right to seek judicial assistance: (i) to compel arbitration; (ii) to obtain interim measures of protection prior to or pending arbitration; (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized

disclosure of its proprietary or confidential information; and (iv) to enforce any decision of the arbitrator, including the final award.

## **Compliance with Laws**

Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of these Terms. You assume all knowledge of applicable law and are responsible for compliance with any such laws. You may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

## **Copyright and Trademark Information**

All content created by The Co-op is the property of The Co-op and/or third parties protected by intellectual property rights. Any use of materials on the Site, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of The Co-op is strictly prohibited.

The Co-op's trademarks may not be used in connection with any product or service that is not provided by The Co-op, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits The Co-op or its trademarks.

All other trademarks displayed on the Site are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of their products and services.

## **Notification of Claimed Copyright Infringement**

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, The Co-op designates the following person as its agent for receipt of notifications of claimed copyright infringement:

The Co-op  
1007 SE 3<sup>rd</sup> St.  
Corvallis OR, 97333  
cindee@firstalt.coop

## **US Government Use**

The use, duplication, reproduction, release, modification, disclosure or transfer of software, applications or widgets is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. Any software, application or widget element of the Service is a "Commercial Item," consisting of "Commercial Computer Software" and "Commercial

Computer Software Documentation,” as those terms are used in the above-mentioned regulations. Accordingly, any use of any such software, application or widget shall be governed solely by these Terms.

## **Miscellaneous**

If any provision of these Terms is found to be unlawful, unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. You agree that these Terms may be transferred or assigned by The Co-op, in our sole discretion, to a third party in the event of a merger or sale of The Co-op or its assets. These Terms will apply in addition to any other written agreement between us (a “Specific Agreement”). In the event of a conflict between these Terms and any Specific Agreement, the Specific Agreement will control with respect to your rights to the Service.