



TTN Member/Website User Agreement

This Agreement is between You and The Transition Network ("TTN"). It sets forth the terms and conditions governing Your use of TTN's website and participation in TTN services.

The terms "You" and "Your" as used herein refer to all individuals participating in any TTN Services, visiting or registering on the Site, becoming a TTN member, and/or entities accessing the Site for any reason.

The "Site" is defined as TTN's website currently located at www.thetransitionnetwork.org and/or www.thetransitionnetwork.com. TTN programs, events, small group activities, and the systems and processes related thereto, including the Site, are collectively or individually referred to herein as "Services". Services may vary by location. This Agreement also incorporates by reference the terms of TTN's Privacy Policy.

BY PRESSING THE "I ACCEPT" BUTTON OR ACCESSING THE SITE, YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT.

By accepting all of the terms and conditions of this Agreement, you will be able to access the Services of TTN that are available to you as either a user of the Site or a Member of TTN, depending on Your individual level of engagement. From time to time, changes in law or in the TTN business may require TTN to update this Agreement. Upon each such change, You will be required to accept the modified version of this Agreement before re-entering the Site. If you do not accept all the terms and conditions of the modified version of this agreement, you will be unable to access TTN services. TTN, in its sole discretion, may add, delete or change some or all of TTN's service or the features of the Site at any time.

By registering with TTN, becoming a TTN Member, or participating in TTN Services, You grant TTN a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, transmit, translate, distribute, perform and display your name, as well as photographs, images, or video of You participating in any Services hosted, sponsored, or otherwise supported by TTN throughout the world, alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights to others, solely for non-commercial purposes.

1. Acceptable Use. The Site consists of a collection of resources including event listings, articles, chapter news, newsletters and other information ("Content"), a directory of TTN Members ("Directory"), and bulletin boards for posting information requests ("Bulletin Boards"). The Directory, Bulletin Boards and certain Content are available only to TTN Members.

Permissible uses include:

- Join, renew, donate, register for a program or event, contact another member, communicate with organizational leaders and staff, and post content on the bulletin board.

- Authorized website administrators may also add and modify content, post photos, manage program and events and communicate with members.
- Authorized chapter leaders and website administrators may use copyrighted contents and trademarks in accordance with the TTN Brand Manual.

You are solely responsible for Your use of the Service. It is a condition of Your use of the Service that You do not:

- Disclose any other TTN Member's personal information (including, without limitation, other TTN Member's name, phone number, email or mailing address) to anyone, without such TTN Member's consent.
- Restrict or inhibit any other TTN Member from using and enjoying the Site.
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law.
- Post or transmit any information or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark, or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.
- Post or transmit any information, software, or other material that contains a virus or other harmful component.
- Post, transmit, or in any way exploit any information, software, or other material for commercial purposes, or that contains advertising.
- Use any information posted on the Site for commercial purposes.

You understand that TTN has no obligation to monitor the Bulletin Boards. TTN is not responsible for the conduct, whether online or offline, of any TTN Members or users of TTN Services.

TTN RESERVES THE RIGHT AT ALL TIMES TO DISCLOSE ANY INFORMATION AS NECESSARY TO SATISFY ANY LAW, REGULATION, OR GOVERNMENTAL REQUEST, OR TO EDIT, REFUSE TO POST OR TO REMOVE ANY INFORMATION OR MATERIALS, IN WHOLE OR IN PART, THAT IN TTN'S SOLE DISCRETION ARE OBJECTIONABLE OR IN VIOLATION OF THIS AGREEMENT.

In addition, TTN reserves the right:

- To release current or past TTN Member information if it believes that a TTN Member's account is being used to commit unlawful acts, if the information is subpoenaed;
- To deny access to the Site by serious or repeat offenders of TTN policies or this Agreement or for conduct that TTN believes is harmful to other TTN Members or to TTN as an organization;
- To terminate access by TTN Members who interfere with the design and operation of the Service without written authorization.

2. Your Content. "Your Content" includes any information or materials You post (including, without limitation, the Bulletin Boards). Subject to the TTN Privacy Policy, by posting Your Content on or

through the Site, you automatically grant TTN and TTN Members a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, transmit, translate, distribute, perform and display Your Content throughout the world alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights to others, solely for non-commercial purposes.

You are solely responsible for Your Content. We act as a passive conduit for the online distribution and publication of Your Content. However, we may take any action we deem necessary or appropriate in our sole discretion if we believe Your Content creates a risk of liability to TTN. TTN may, in appropriate circumstances and at its sole discretion, remove or disable access to material on the Site that infringes on the rights of third parties or is otherwise harmful to TTN or TTN Members. TTN may also, in its sole discretion, terminate Your access to the Site for posting material that infringes upon the rights of third parties or otherwise violates this Agreement.

If You believe that Your Content, or any other information or content owned by You, has been used on the Site in a manner that constitutes copyright infringement, please provide TTN's Copyright Agent with a written notice (e-mail is sufficient with proof of delivery and a read receipt) that includes the following information:

- an electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed;
- a description of where the material that You claim is being infringed is located on the Site;
- Your name, address, telephone number, and e-mail address;
- a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by You, under penalty of perjury, that the information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

TTN's Copyright Agent for notice of claims of copyright infringement on the Site is:

**Attn: Executive Director
The Transition Network
505 Eighth Avenue, Suite 1212
New York, NY 10018**

3. Limitation of Liability. Under no circumstances, including, but not limited to, negligence, shall TTN be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of, or the inability to use, the Service. You specifically acknowledge and agree that TTN is not liable for any defamatory, offensive, or illegal conduct of any user whether online or offline. If You are dissatisfied with any material on the Site or with the Service, or with any of TTN's terms and conditions, Your sole and exclusive remedy is to discontinue using the Service. TTN is not responsible for the conduct, whether online or offline, of any TTN Members or users of TTN Services.

4. Disclaimers. The Site provides links to Internet sites maintained by third parties. TTN does not operate or control in any respect any information, products, or services on these third-party sites. The materials on the Site and the third-party sites, including without limitation all advice, research and other

information, are provided for informational purposes only and are provided "as is" and without warranties of any kind either express or implied, and TTN shall not be liable for your reliance thereon. To the fullest extent permissible pursuant to applicable law, TTN disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. TTN does not warrant or make any representations regarding the use or the results of the use of the materials in the Site or in third-party sites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

TTN does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that the Site, including Bulletin Boards, or the server that makes it available, are free of viruses or other harmful components.

5. General. This User Agreement is governed by the laws of the State of New York, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within New York, New York. If any provision of this User Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this User Agreement, which shall remain in full force and effect. No waiver of any term of this User Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in additional terms of use provided by TTN for areas of the Site, a particular "Legal Notice," or other notices provided by TTN on particular Web pages, this User Agreement constitute the entire agreement between You and TTN with respect to the use of the Site.

If You have any questions on the above User Agreement, please contact info@thetransitionnetwork.org.