



Take the Pledge at ClimateVoice.Org

Terms of Use

Welcome to ClimateVoice. These "Terms of Use" cover your activities on ClimateVoice.org ("Website") which enables users to go #AllinOnClimate. This "Terms of Use" along with the [Privacy Policy](#) constitute an agreement ("Agreement") between you and ClimateVoice. The Agreement applies to anyone (referred to as "users", "user", "you", or "your" as applicable) who uses the Website.

By accessing or using the Website, you acknowledge that you have read, understand, and agree to its terms. If you do not agree, then please do not use the Website.

The Effective Date of this Agreement is February 21, 2020.

MODIFICATIONS

ClimateVoice may modify or add to the Agreement at any time, for any reason ("Updated Terms"). The Updated Terms shall be included in a revised version of this Agreement accessible through the Website. ClimateVoice may provide notice of significant changes to this Agreement as required by law.

Your use of the Website after posting of any Updated Terms establishes your acceptance and agreement to those changes. If you do not agree to be bound by the Updated Terms, you must stop using the Website.

The Updated Terms will be effective at the time they are posted, or at a later date if specified in the Updated Terms or if required by law. The Updated Terms will apply to your use of the Website from that point forward.

GENERAL CONDITIONS

ClimateVoice has discretion in enforcing these Terms. We may terminate or suspend your use of our Website or disable your account at any time for any reason, with or without notice. Upon such termination, we may delete your account, passwords and information and prevent you from further access to the Website. You agree that we will have no liability to you for termination of your account or for blocking your access to our Website. Content on the website may include inaccuracies or false information. Thus, ClimateVoice makes no representations, warranties, or guarantees relating to the quality, suitability, truth, accuracy, or completeness of any content contained or related to the Website.

PROHIBITED USES

You shall not:

- Access or try to access non-public areas of the Website, ClimateVoice computer systems, or the technical delivery systems employed by ClimateVoice for its Website;
- Use any robot, spider, site search/retrieval application(s), or other automated/manual device, process, or means to scrape any portion of the Website or any content from ClimateVoice;
- Reverse engineer any aspect of the Website or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, Content, or code of the Website;
- Gather and use user information for any purpose outside of this Agreement, including but not limited to, spam, chain letters, pyramid schemes, or any other form of unwanted solicitation;
- Transmit any worms or viruses or any code of a destructive nature;
- Remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Website, falsify or delete any author attributions, legal notices or other labels of the origin or source of the material;
- Transport, export or re-export (directly or indirectly) into any country forbidden to receive the Website by any U.S. or other export laws or accompanying regulations or otherwise violate such laws or regulations, that may be amended from time to time

- Use the Website for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity or any other activity that violates this Agreement or any laws in your jurisdiction.
- You may not add sensitive data to your account that is subject to U.S. federal regulations which includes, without limitation, medical records, health-related records, human resources-related data, student records.

USER ACCOUNT

When you sign up for a petition via our Website, you create a ClimateVoice account. All your pledge activities are tied to your account.

When setting up your account, you must provide accurate and complete information, including a valid email address. You have complete responsibility for your account and everything that happens on your account, including any harm or damage (to us or anyone else) caused by someone using your account without your permission. This means you need to be careful with your password. You may not transfer your account to someone else or use someone else's account without their permission. Inform us immediately upon learning that someone else may be using your account without your permission by contacting us through the contact information in this Agreement. In connection with establishing an Account, you may be asked to submit certain information about yourself ("Registration Information"). You agree that: (1) all Registration Information you provide will be true and complete; and (2) you will maintain and promptly update your Registration Information to keep it accurate and current. You are required to keep Registration Information accurate and current. You shall notify us if you learn of any unauthorized access or use of your accounts or passwords.

Ongoing updates

You promise to update the information you have provided to ClimateVoice in the event of any changes to your contact information. Specifically with respect to your contact information, ClimateVoice may deliver notices to you at the most recent email address provided by you, and those notices will be considered valid even if you no longer maintain the email account or receive mail at that address.

END USER LICENSES

Your License to the Website

Subject to your compliance with this Agreement, ClimateVoice will permit you to access and use the Website solely for lawful purposes and only in accordance with the terms of this Agreement and any other agreement you may have entered into with ClimateVoice.

Your License to the Content

Unless otherwise noted on the Website, all content, data, or other information provided through the Website made by ClimateVoice (collectively “Content”) is owned by ClimateVoice. By accepting this Agreement, ClimateVoice grants to you a non-exclusive, non-transferable, and revocable license to use the Website and Content only for the purposes for which ClimateVoice has provided the Website to you (“Website License”). You may not, in whole or in part, copy, modify, delete, add to, remove, publish, transmit, augment, transfer, create derivative works, sell, or participate in the sale or transfer of the Website, or in any other way exploit any of the Content, software, products, or services contained in the Website without the prior written consent from ClimateVoice.

DATA COLLECTION AND USE

Acknowledgement of Our Privacy Policy

You expressly consent to the use and disclosure of personally identifiable information and other data and information as described in the [Privacy Policy](#). Notwithstanding anything in the Privacy Policy, ClimateVoice shall have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information (data or information that does not identify an entity or natural person as the source) resulting from your access to and use of the Website. To the extent any such data or information is collected or generated by ClimateVoice, the data and information will be solely owned by ClimateVoice and may be used by ClimateVoice for any lawful business purpose without a duty of accounting to you.

Personal Data

If you are providing data to us that is not personal to you, you agree that you have either provided the owner of such personal data notice or received permission

from the owner of such personal data, as required by applicable law, for us to: (a) use or disclose the data in accordance with our Privacy Policy, (b) move the data outside of the country of residence of such owner of the personal data, if applicable, (c) provide the data to third parties, and (d) otherwise use and disclose the data in accordance with this Agreement.

Data Compilations and Aggregation

You give ClimateVoice permission to combine identifiable and non-identifiable information you enter or upload to the Website with that of other users of the Website and/or other ClimateVoice services. For example, this means that ClimateVoice may use your and other users' non-identifiable, aggregated data to improve the Website or to design promotions and provide ways for you to compare business practices with other users.

International Storage

ClimateVoice may access or store personal information in multiple countries and states, including countries and states outside of your own country or state to the extent permitted by applicable law.

Communications Required by Law

ClimateVoice may be required by law to send you communications about the Website or third-party products. You agree that ClimateVoice may send these communications to you via email or by posting them on our Website.

TERMINATION

ClimateVoice reserves the right to investigate, terminate, change, suspend, or discontinue the Website at its sole discretion, including without limitation, the availability of any feature, database, or Content as described below, or your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your use of the Website and related content. Users may also terminate this Agreement at any time. However, any obligations and liabilities made by User prior to termination of this Agreement shall be strictly enforced.

WARRANTIES AND DISCLAIMERS

You represent and warrant that:

- you have the legal right and authority to enter into this Agreement;
- you have the legal right and authority to perform its obligations under this Agreement and to grant the rights and licenses described in this Agreement.
- you are older than the age of 13 years.
- If you are older than 13 years of age, but under 18 years of age, you represent and warrant that a parent or guardian has reviewed this Agreement and consented to its terms, in their entirety, on your behalf.

THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND CLIMATEVOICE EXPRESSLY DISCLAIMS, AND YOU DISCLAIM ANY RELIANCE ON, ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CLIMATEVOICE WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION.

LIMITATION ON LIABILITY

Limit of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER INDEMNIFICATION OBLIGATIONS, CLIMATEVOICE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE USE OF THE WEBSITE, CONTENT, OR SERVICES, EVEN IF CLIMATEVOICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF SUBMISSIONS, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless ClimateVoice, their respective officers, directors, agents, employees, contractors, and volunteers from and against any actions, claims, lawsuits, and causes of action, whether or not involving a third party, collectively defined as "Claims", and all damages, awards, penalties, liabilities, costs, and expenses, including reasonable attorney's fees arising out of this Agreement or your use of the services. These Claims may related to, but are not limited to: (a) any Content submitted by you, in connection with the Website, or any use of the Website in violation of this Agreement; (b) fraud you commit or your intentional misconduct or gross negligence; or (c) your violation of any applicable law or rights of a third-party. ClimateVoice may select and retain counsel to represent it at your own expense. Without limitation, reasonable attorney's fees and costs shall include attorney's fees and costs required to enforce this indemnification provision. You shall promptly notify ClimateVoice of any claim or intended suit against ClimateVoice.

INTEGRATION WITH THIRD-PARTY SERVICES

ClimateVoice may connect to other websites and other third party services.

Before using any third-party integrations, you are encouraged to review the terms on the basis of which the relevant third party provides its product or service that is subject of the integration; and to review personal and technical security of the product or service that is the subject of the integration. ClimateVoice shall rely on the fact that you have reviewed those materials and consented to their terms in their entirety.

ClimateVoice shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any loss or damage in connection with the third-party integrations. ClimateVoice has no control over such third parties and is not responsible for the content of their services. ClimateVoice provides you with third party integrations only for your convenience. This does not imply any endorsement or any association with such third parties. ClimateVoice does not warrant the use of the third-party integrations will be uninterrupted or error free. Any concern regarding the third-party services should be directed to the responsible third party.

By using any of third-party integrations, you agree that ClimateVoice may allow the providers of those third-party applications access to your data as required for the interoperation of such third-party applications with our Website. ClimateVoice shall not be responsible for any disclosure, modification or deletion of your data resulting from any such access by third-party application providers.

By using any of third party integrations, User acknowledges and agrees that

- ClimateVoice may transfer said data to the providers of those third-party applications;
- you have obtained the respective rights and/or consents to process the data of their respective clients for the purpose of using third-party integrations;
- ClimateVoice shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any loss or damage in connection with the data ClimateVoice provides to such third parties.

DISPUTE RESOLUTION

For any and all disputes you may have with ClimateVoice, you agree to first contact ClimateVoice and attempt to resolve the dispute informally. In the unlikely event that ClimateVoice has not been able to resolve a dispute within 30 days, you and ClimateVoice each agree to resolve any Claim (excluding claims for injunctive or other equitable relief) in connection with the Website, including breach or alleged breach of this Agreement by binding arbitration.

Unless you and ClimateVoice mutually decide otherwise, arbitration will be conducted in San Francisco, CA. Each party will be responsible for paying its own equally proportionate share of any filing, administrative, and arbitrator fees. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees, and reasonable costs for experts and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this section shall prevent either party from seeking injunctive or equitable relief from the courts for matters related to intellectual property rights or unauthorized access to the Website.

TO THE EXTENT PERMITTED BY LAW, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS,

YOU AND CLIMATEVOICE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms will remain valid and enforceable. Upon such determination that any term is invalid, illegal, or incapable of being enforced, you shall negotiate in good faith with ClimateVoice to modify this Agreement to affect the original intent of the drafters as closely as possible to the fullest extent permitted by applicable law.

GOVERNING LAW

This Agreement is governed by the laws of the State of California, without regard to any conflict of laws, rules, or principles. ClimateVoice failure to enforce any right or provision of this Agreement shall not be considered a waiver of those rights.

INTELLECTUAL PROPERTY

All trademarks, service marks, logos, and copyrights included on the Website ("Intellectual Property") are the property of ClimateVoice or third parties. You may not use such Intellectual Property without the express, prior written consent of ClimateVoice or the applicable third party.

NO GUARANTEE

User acknowledges, understands, and agrees that ClimateVoice does not guarantee or warrant that it will find, locate, or discover all of user's threats, vulnerabilities, malware, and malicious software, and users and their affiliates shall not hold ClimateVoice responsible for such failures.

QUESTIONS AND CONTACT INFORMATION

Please contact ClimateVoice if you have any questions about this Agreement at:

legal@climatevoice.org

ENTIRE AGREEMENT

This Agreement is the complete and exclusive agreement between you and ClimateVoice regarding your access to and use of the Website. This Agreement supersedes any prior agreement or proposal, oral or written, and any other communications between you and ClimateVoice relating to your use of the Website. In the event of any conflict between the terms of any such agreement and this Agreement, then the terms of this Agreement shall control.