

# APPALACHIAN TRAIL VOLUNTEER DATABASE

## *Organizational User Agreement*

***Prior to accessing the Volunteer Database, administrators of Organizational Users will be required to acknowledge that they have read this statement and agree to its terms.***

This Organizational User Agreement (this “Agreement”) and the policies referred to herein contain the complete terms and conditions that apply to your use of this online, searchable database (the “Volunteer Database”) of A.T. stewardship volunteer opportunities and training events (“Volunteer Opportunities”) offered by ATC/ATPO program managers (“Program Managers”) of the Appalachian Trail Conservancy (“ATC”) or the Appalachian Trail Park Officer (“ATPO”), Appalachian Trail (“A.T.”) volunteer managers (“Volunteer Managers”), A.T. maintaining clubs (“Clubs”), and/or certain other partner organizations (each a “Partner Organization” and collectively “Partner Organizations”; and together with Program Managers, Volunteer Managers and Clubs, each an “Organizational User” and collectively the “Organizational Users”). As used in this Agreement, “Organizational User” or “you” refers to you. The Volunteer Database is available at the URL: <http://atc.civicore.com> (the “Database Site”). USE OF THE VOLUNTEER DATABASE CONSTITUTES KNOWING ACCEPTANCE AND ACKNOWLEDGMENT OF THIS AGREEMENT, ATC’S PRIVACY POLICY AND THE VOLUNTEER AGREEMENT.

ATC may modify this Agreement’s terms and conditions at any time without notice. Continued use of the Volunteer Database after a change in this Agreement, a change in the Privacy Policy, or after implementation of any other new policy constitutes acceptance of such change or policy. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ANY REVISED VERSION OF THIS AGREEMENT, PLEASE DO NOT USE THIS SITE.

### **1. PURPOSE**

ATC, with the support of ATPO, has developed the Volunteer Database is to connect A.T. stewardship volunteers and Organizational Users by providing timely access to information, registration and management services for Volunteer Opportunities through an integrated, user friendly resource that:

- Creates and affirms a community of volunteers engaged in maintaining, monitoring and protecting the A.T.; and
- Helps volunteers identify and participate in Volunteer Opportunities, while simultaneously helping Organizational Users find volunteers.

ATC hosts and administers the database, which is accessible through the Database Site. Designated ATC staff (“Database Administrators”) provide administrative management services for the Volunteer Database. Except for analysis and system reporting purposes (as more thoroughly described below), unless requested by a volunteer, ATC will not use any information collected through the Volunteer Database on behalf of any Organizational User.

### **2. CRITERIA FOR ADDING INFORMATION TO THE VOLUNTEER DATABASE**

Following is a non-exclusive list of example activities appropriate for posting as Volunteer Opportunities on the Volunteer Database:

- All activities related to the maintenance and management of the A.T. (including educational/outreach activities and environmental monitoring); and
- Activities related to other trails/lands managed by the Clubs.

Following is a non-exclusive list of information *not appropriate* for posting on the Volunteer Database:

- Information containing offensive material, as determined by the Database Administrators in their sole discretion;
- Employment opportunities, or
- Fundraising opportunities.

Any Organizational User may post Volunteer Opportunities to the Volunteer Database. Each Organizational User must identify at least one administrator who is responsible for the information submitted by that Organizational User to the Volunteer Database. Prior to using the Volunteer Database, an Organizational User must provide all required information (as designated by an asterisk on the “Club Info” and “New Opportunity” pages, for instance), including current and valid contact information for all persons designated by the Organizational User as its administrator for purposes of the Volunteer Database.

If an Organizational User posts inappropriate material in the Volunteer Database, as determined by a Database Administrator in his or her sole discretion, the Database Administrator may elect, at his or her sole discretion, to remove any or all Volunteer Opportunities submitted by an Organizational User.

### **3. COMMUNICATIONS WITH VOLUNTEERS**

Communication regarding a specific Volunteer Opportunity or registration by a potential volunteer shall occur between the Organizational User and the potential volunteer. In order to maintain good relations with volunteers, Organizational User agrees that it will adhere to appropriate communication standards, as determined by a Database Administrator in his or her sole discretion, with volunteers. The content of any such communication may not be illegal, threatening, obscene, racist, defamatory, libelous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of privacy, purposely false or otherwise injurious to third parties or objectionable and may not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of “spam” or references to illegal activity. Organizational User may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of the content. One or more Database Administrators may, but are not required to, review submitted content. In the event a Database Administrator becomes aware of poor or untimely communication by an Organizational User, as determined by the Database Administrator in his or her sole discretion, the Database Administrator may elect, in his or her

sole discretion, to remove any or all Volunteer Opportunities submitted by the Organizational User.

If Organizational User submits material, and unless ATC indicates otherwise or as otherwise provided herein, Organizational User grants ATC a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, and display such content throughout the world in any media. Organizational User represents and warrants that it owns or otherwise controls all of the rights to the content that Organizational User submits; that the content is accurate; that use of the content Organizational User supplies does not violate this policy and will not cause injury to any person or entity; and that Organizational User will indemnify ATC for all claims resulting from content it supplies. ATC has the right but not the obligation to monitor and edit or remove any activity or content, including but not limited to content that violates the standards of the Database Site, as determined by ATC in its sole discretion. ATC takes no responsibility and assumes no liability for any content submitted by Organizational User or any third party.

IN ORDER TO BE ABLE TO COMMUNICATE WITH VOLUNTEERS ABOUT VOLUNTEER OPPORTUNITIES, IT IS IMPORTANT TO HAVE ACCURATE INFORMATION ABOUT ORGANIZATIONAL USERS. BY USING THE DATABASE SITE, YOU AFFIRM THAT INFORMATION PROVIDED WHEN REGISTERING AS AN ORGANIZATIONAL USER IS TRUE AND CORRECT. YOU ARE ENCOURAGED TO HELP ATC MAINTAIN THE ACCURACY OF YOUR INFORMATION BY REGULARLY UPDATING YOUR PROFILE AND ANY CONTACT INFORMATION IN THE VOLUNTEER DATABASE.

#### **4. ACCESS TO VOLUNTEER INFORMATION**

An Organizational User may access only that information on the Volunteer Database (a) provided by individuals seeking to volunteer for a Volunteer Opportunity posted by that Organizational User, or (b) provided by the Organizational User. No Organizational User may broker or share information regarding a potential or actual volunteer without permission from that potential or actual volunteer.

Tracking the value and accomplishments of Volunteer Opportunities is essential to supporting these activities into the future. A Database Administrator may access all Volunteer Opportunities and volunteer data periodically, in the aggregate, for the sole purpose of analysis and system reporting.

#### **5. VOLUNTEER PROFILES**

A volunteer may choose to create a volunteer profile on the Volunteer Database and opt to receive communication from other Organizational Users about Volunteer Opportunities that match his or her profile. In such cases, and only in the case, other Organizational Users may contact a volunteer regarding Volunteer Opportunities.

#### **6. LINKS TO THIRD PARTY SITES**

The Database Site may contain hypertext links to Web sites operated by parties other than ATC. Such hypertext links are provided for Volunteer's reference only and ATC does not control such Web sites and is not responsible for their content. ATC's inclusion of any hypertext link to any such Web site does not imply any endorsement of the material on such Web site or any

association with their operators. ATC is not responsible for the privacy, terms of use, or other policies of any other website. Organizational User is encouraged to review the privacy policies of any Web site Organizational User visits.

## **7. ACCESS AND INTERFERENCE**

Much of the information on the Database Site is updated on a real time basis and is proprietary or licensed to ATC by Organizational Users or third parties. By using the Database Site, you agree not to:

- Use any robot, spider, scraper or other automatic device, process or means to access the Database Site for any purpose without ATC's express written permission.
- Take any action that imposes or may impose (in ATC's sole discretion) an unreasonable or disproportionately large load on our infrastructure.
- Implement any manual processes to monitor or copy Database Content from the Database Site without express written permission.
- Utilize any device, software or routine that will interfere or attempt to interfere with the functionality of the Database Site.

## **8. LIABILITY LIMITATIONS**

IN NO EVENT SHALL ATC BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH (I) ANY USE OF THE DATABASE, THE DATABASE SITE OR THE DATABASE CONTENT, (II) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE ANY COMPONENT OF THE DATABASE OR THE DATABASE SITE TO IDENTIFY VOLUNTEER OPPORTUNITIES), OR (III) THE PERFORMANCE OR NON-PERFORMANCE OF ANY VOLUNTEER IN CONNECTION WITH THE DATABASE. IN ADDITION, ORGANIZATIONAL USER SPECIFICALLY UNDERSTANDS AND AGREES THAT ANY THIRD PARTY DIRECTING ORGANIZATIONAL USER TO THE DATABASE SITE BY REFERRAL, LINK OR ANY OTHER MEANS IS NOT LIABLE TO ORGANIZATIONAL USER FOR ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSS ASSOCIATED WITH THE USE OF THE DATABASE, THE DATABASE SITE OR THE DATABASE CONTENT. ATC IS NEITHER AN AGENT OF NOR IS CONNECTED WITH ANY VOLUNTEER. ATC IS NOT LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH A VOLUNTEER'S PARTICIPATION IN A VOLUNTEER OPPORTUNITY.

## **9. DISCLAIMER OF WARRANTY**

THE INFORMATION, PROGRAMS, PRODUCTS, AND MATERIALS CONTAINED IN OR ACCESSED ON THE DATABASE SITE, INCLUDING, WITHOUT LIMITATION, THE DATABASE AND THE DATABASE CONTENT, ARE PROVIDED TO ORGANIZATIONAL USER ON AN 'AS IS' BASIS AND WITHOUT WARRANTY OF ANY KIND. ATC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, THE DATABASE SITE, THE DATABASE CONTENT AND RELATED MATERIALS PROVIDED HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING.

## **10. SEVERABILITY**

If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

## **11. NO ASSIGNMENT**

This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned or delegated in any manner by Organizational User, but may be so transferred, assigned or delegated by ATC.

## **12. WAIVER**

Any waiver of any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

## **13. JURISDICTION**

This Agreement is made under and shall be governed by and construed in accordance with the laws of State of West Virginia, U.S.A., without regard to any choice of law provisions. The parties hereby consent to the jurisdiction of the state and federal courts located in Jefferson County, West Virginia.