Downeast Salmon Federation
Terms of Service

*Last updated: July 13, 2020*

Please read these Terms of Service (the "Terms") and our Privacy Policy carefully because they govern your use of our Products and Programs. Our Privacy Policy can be viewed on our website with the link in the footer section.

**Agreement to Terms.**

By using our Products and Programs, you agree to be bound by these Terms and by our Privacy Policy. If you don't agree to these Terms and our Privacy Policy, do not use the Products and Programs. If you are accessing and using the Products and Programs on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. In that case, "you" and "your" will refer to that company or other legal entity.

**Changes to Terms or Products and Programs.**

We may modify the Terms at any time, in our sole discretion. If we do so, we'll let you know by posting the modified Terms on the Products and Programs. It's important that you review the Terms whenever we modify them because if you continue to use the Products and Programs after we have posted modified Terms, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the Products and Programs anymore. Because our Products and Programs are evolving over time we may change or discontinue all or any part of the Products and Programs, at any time and without notice, at our sole discretion.

**Who May Use the Products and Programs.**

**Eligibility**

You may use the Products and Programs only if you are 13 years or older and are not barred from using the Products and Programs under applicable law.

**Registration and Your Information**

If you want to use certain features of the Products and Programs, you'll have to create an account ("Account"). You can do this via the Products and Programs. It's important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you don't, we might have to suspend or terminate your Account. You agree that you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them.

**Feedback.**

We welcome feedback, comments and suggestions for improvements to the Products and Programs ("Feedback"). You can submit Feedback by emailing us at contact@mainesalmonrivers.org. You grant us a perpetual, free, and transferable license, with a right to sublicense, to use, copy, modify, create derivative works and otherwise exploit the Feedback in any form and media and for any purpose.

**Privacy Policy.**

Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users.

**Content and Content Rights.**

For purposes of these Terms: (i) "Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Products and Programs; and (ii) "User Content" means any Content that Account holders (including you) provide to be made available through the Products and Programs. Content includes without limitation User Content.

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*TL:DR: we will use your User Content to run the Products and Programs; we won't take your User Content and sell it to others.*

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Although we're not obligated to monitor access to or use of the Products and Programs or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Products and Programs, to ensure compliance with our policy of excluding content related to:

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We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of the above exclusions. We have the right to investigate violations of the exclusions or conduct that affects the Products and Programs. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

**DMCA/Copyright Policy.**

Downeast Salmon Federation, Inc. respects copyright law and expects its users to do the same. It is Downeast Salmon Federation, Inc.'s policy to terminate in appropriate circumstances Account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

**Links to Third Party Websites or Resources.**

The Products and Programs may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or Services, Products and Programs on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

**Termination.**

We may terminate your access to and use of the Products and Programs, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time from within the Products and Programs. Upon any termination, discontinuation or cancellation of Products and Programs or your Account, the following provisions will survive: Feedback; Content Ownership, Responsibility and Removal; Warranty Disclaimers; Limitation of Liability; General Terms; and this sentence of Termination.

**Warranty Disclaimers.**

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**Limitation of Liability.**

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**General Terms.**

These Terms constitute the entire and exclusive understanding and agreement between Downeast Salmon Federation, Inc. and you regarding the Products and Programs and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Downeast Salmon Federation, Inc. and you regarding the Products and Programs and Content. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Downeast Salmon Federation, Inc.'s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null.

Downeast Salmon Federation, Inc. may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Any notices or other communications provided by Downeast Salmon Federation, Inc. under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Products and Programs. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Downeast Salmon Federation, Inc.'s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Downeast Salmon Federation, Inc. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

**Contact Information.**

If you have any questions about these Terms or the Products and Programs, please contact Downeast Salmon Federation, Inc. at info@mainesalmonrivers.org