

## **Nature Passport App Terms of Use**

These Terms of Use are applicable to your access to and use of the Nature Passport App mobile application including the software contained in the mobile application (“Software”) and the associated website (collectively the “Nature Passport App”) operated by or on behalf of IslandWood and Nature Play (“we”, “us”, or “our”). **By using the Nature Passport App, and allowing your children to use the Nature Passport App, you agree on behalf of yourself and your children to follow and be bound by the policies and rules set forth below.** “You” and “Your” includes both you and your children for the purposes of these Terms of Use.

Your access to and use of the Nature Passport App and the information, materials, products, and services available through the Nature Passport App are subject to these Terms of Use, regardless of whether you possess an account through the Nature Passport App linked to your name and/or contact information (“Account”). Please read these Terms of Use carefully before using the Nature Passport App. If you choose to continue to use or access the Nature Passport App after having the opportunity to read these Terms of Use, you recognize that we have provided valuable consideration by offering most features of the Nature Passport App free of charge, and in exchange for that valuable consideration, you agree to the Terms of Use hereof. If you do not understand or agree to be bound by these Terms of Use, do not access or use the Nature Passport App.

### **CHANGES TO THESE TERMS OF USE**

We reserve the right to modify these Terms of Use, in whole or in part, at our own discretion at any time. Modifications shall be effective immediately upon the linking of modified Terms of Use to the Nature Passport App, or, if you possess an Account, by communicating the modifications to you either when you log in to the Nature Passport App or by sending you notice using the contact information that you have provided to us. You agree to comply with, and be bound by, any such modifications by continuing to use or access the Nature Passport App after modified Terms of Use are posted to the Nature Passport App.

### **PRIVACY POLICY**

Last Updated: August 29, 2017

Protecting your privacy (or the privacy of your authorized child) is important to IslandWood and Nature Play (“we,” “our,” or “us”). With this in mind, we’re providing this Privacy Policy to explain our practices regarding the collection, use, and disclosure of information that we receive in connection with the Nature Passport App. To make this Privacy Policy easier to read, our services, the App, and our website (the “Site”) are collectively called the “Services.” This Privacy Policy does not apply to any third party websites, services, or applications, even if they are accessible through any of our Services.

### **ABOUT US**

If you have any questions about our privacy practices or this Privacy Policy, please contact us by email at [info@naturepassport.org](mailto:info@naturepassport.org).

We can also be contacted at the following address:

4450 Blakely Ave NE, Bainbridge Island, WA 98110

## REVISIONS TO THIS PRIVACY POLICY

ANY INFORMATION THAT IS COLLECTED VIA OUR SERVICES IS COVERED BY THE PRIVACY POLICY IN EFFECT AT THE TIME SUCH INFORMATION IS COLLECTED. WE MAY REVISE THIS PRIVACY POLICY FROM TIME TO TIME. IF WE MAKE ANY MATERIAL CHANGES TO THIS PRIVACY POLICY, INCLUDING ANY CHANGE THAT WE PROPOSE THAT WILL HAVE RETROACTIVE EFFECT, WE'LL NOTIFY YOU OF THOSE CHANGES BY POSTING THEM ON THE SERVICES OR BY SENDING YOU AN EMAIL OR OTHER NOTIFICATION AND INVITE YOU TO ACCEPT OUR REVISED PRIVACY POLICY, AND WE'LL UPDATE THE "LAST UPDATED DATE" ABOVE TO INDICATE WHEN THOSE CHANGES WERE MADE. IF YOU ELECT NOT TO ACCEPT OUR REVISED PRIVACY POLICY, YOUR (OR YOUR AUTHORIZED CHILD'S) ACCESS TO THE SERVICES MAY BE TERMINATED IMMEDIATELY.

## COLLECTION AND USE OF INFORMATION

No Account Needed. Many of the functions of the Nature Passport App are available without creating an account. These functions do not collect information which, together with any other information which we hold or are likely to hold, can be used to identify you (or your authorized child) (together, "**Personal Data**").

Account Information. Accounts are only available to access certain premium content, including access to third party animal and plant identification services. When you register to create an account with us on behalf of yourself or a child you are authorizing to have an account ("**Account**"), we will collect certain Personal Data that can be used to identify or recognize you (or your authorized child). By allowing access to the created Account to a child, you are consenting and authorizing collection of Personal Data from that child.

Registering an Account will require you to submit your email address and credit card information and to create a Nature Passport App username. Additionally registering an account may result in the collection and sharing of the following information:

- Location information, such as cell/mobile tower triangulation, wifi triangulation, and/or GPS.
- Photographs taken by you (or your authorized child).
- Notes submitted by you (or your authorized child).
- Audio submitted by you (or your authorized child).

Accounts with Children. We comply with the Children's Online Privacy Protection Act ("**COPPA**") by obtaining consent of the parent in connection with a monetary transaction by credit card or debit card. Personal Data is only collected in connection with users that have Accounts, which are only available upon payment of the proscribed fee.

If we learn that we have received Personal Information from a child under the age of 13 without the Parent providing consent, we will delete the child's Account and all other Personal Information collected in conjunction with such Account.

The Parents of children under the age of 13 understand and agree that IslandWood or Nature Play may provide information submitted during the Account registration process, or collected via the Services, to third parties who use such information for the sole purpose of administering or providing the Services (e.g., third party security monitoring services and web hosting companies).

Information Related to Use of the Services. Our servers automatically record certain information about how a person uses our Services (we refer to this information as “**Log Data**”), including both Account holders and non-Account holders (either, a “**User**”). Log Data may include information such as browser type, operating system, the web page that a User was visiting before accessing our Services, the pages or features of our Services to which a User browsed and the time spent on those pages or features, search terms, the links on our Services that a User clicked on, and other statistics. We use Log Data to administer the Services and we analyze (and may engage third parties to analyze) Log Data to improve, customize, and enhance our Services by expanding their features and functionality and tailoring them to our Users’ needs and preferences. We may use a person’s Log Data and other information to generate aggregate, non-identifying information about how our Services are used and use such aggregated information to understand and improve our Services and to administer use of the Services.

Information Sent by Your Mobile Device. We collect certain information that your (or your authorized child’s) mobile device sends when you (or your authorized child) use our Services, like a device identifier, user settings, and the operating system of your (or your authorized child’s) device, as well as information about your use of our Services while using the mobile device. We may use this information to provide the Services and to improve and personalize our Services for you (or your authorized child).

Location Information. Certain functions of the Nature Passport App are location based. If you have an Account, we may collect and store information about your (or your authorized child’s) location when you (or your authorized child) use our App and take actions that use the location services made available through your (or your authorized child’s) device’s mobile operating system, which makes use of cell/mobile tower triangulation, wifi triangulation, and/or GPS. You understand and agree that by using certain functions of the Nature Passport App you (or your authorized child) will be transmitting your (or your authorized child’s) device location to us and some of that location information, along with your (or your authorized child’s) user name, may be shared through the App. For example, when you take certain actions during use of the Nature Passport App, your (or your authorized child’s) location may be shared through the App with certain third party content providers. We may also use location information to improve and personalize our Services for you (or your authorized child).

## **INFORMATION THAT WE SHARE WITH THIRD PARTIES**

We will not share any of your (or your authorized child’s) Personal Data or any other information that we have collected from or regarding you (or your authorized child) except as described below:

Information Shared with iNaturalist. If you register to create an Account, then you (or your authorized child) will have access to functions in the Nature Passport App that will allow you (or your authorized child) to share information with iNaturalist, a third party content provider. The shared information is intended to enhance the Nature Passport App by allowing you (or your authorized child) to identify plants and animals by sending information to iNaturalist for classification. The information shared with iNaturalist is limited to GPS or other location information, photographs taken by you (or your authorized

child), notes submitted by you (or your authorized child), and audio submitted by you (or your authorized child).

Information Shared with Our Service Providers. We may engage third party service providers to work with us to administer and provide the Services. These third party service providers have access to your (or your authorized child's) Personal Data only for the purpose of performing services on our behalf.

Information Shared with Third Parties. We may share aggregated information and non-identifying information with third parties for research and analysis, demographic profiling, and other similar purposes. This information will not include your (or your authorized child's) Personal Data.

Information Disclosed for Our Protection and the Protection of Others. We cooperate with government and law enforcement officials or private parties to enforce and comply with the law. We may disclose any information about you (or your authorized child) that is in our possession or control to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate: (a) to respond to claims, legal process (including subpoenas); (b) to protect our property, rights, and safety and the property, rights, and safety of a third party or the public in general; and (c) to identify and stop any activity that we consider illegal, unethical, or legally actionable activity.

## **YOUR CHOICES**

We offer you choices regarding the collection, use, and sharing of your (or your authorized child's) Personal Data and we'll respect the choices you make. Please note that if you decide not to provide us with the Personal Data that we request, you (or your authorized child) may not be able to access some or all of the features of the Services.

Rescinding Your Consent. You have the right to refuse further collection, use, and/or disclosure of your (or your authorized child's) Personal Data by notifying us. If you have consented to your (or your authorized child's) access to and use of the Services but wish to rescind such consent, please contact us at [info@naturepassport.org](mailto:info@naturepassport.org) to submit the request. We will promptly discontinue your (or your authorized child's) access to and use of the Services and ensure that your (or your authorized child's) Personal Data is no longer publicly accessible through the Services.

Accessing, Modifying, and Deleting Your Information. Parents may request and obtain access to Personal Data stored about their children who are under the age of 13 by contacting us at [info@naturepassport.org](mailto:info@naturepassport.org). If you want us to delete your (or your authorized child's) Personal Data and/or your (or your authorized child's) Account, or discontinue the provision of your (or your authorized child's) Personal Data to third parties, please contact us at [info@naturepassport.org](mailto:info@naturepassport.org) with your request. We'll take steps to modify or delete your (or your authorized child's) Personal Data as soon we can (unless otherwise permitted by applicable law). Please note, however, that some Personal Data may remain in archived/backup copies for our records or as otherwise required by law.

## **KEEPING YOUR INFORMATION**

Following termination or deactivation of your (or your authorized child's) Account, IslandWood, Nature Play, and their affiliates, partners or service providers may retain information (including your (or your authorized child's) profile information) and user content for as long as is permitted under applicable law for backup, archival, and/or audit purposes. If you have any questions about termination or deactivation of your (or your authorized child's) Account, please contact us directly at [info@naturepassport.org](mailto:info@naturepassport.org).

## **THE SECURITY OF YOUR INFORMATION**

We take appropriate administrative, physical, and electronic measures designed to protect the Personal Data that we collect from or about you or your authorized child from accidental or unlawful destruction, accidental loss or unauthorized access, use, modification, interference, or disclosure. Please be aware, however, that no method of transmitting information over the Internet or storing information is completely secure. Accordingly, we cannot guarantee the absolute security of any information.

## **LINKS TO OTHER SITES**

Our Services may contain links to websites and services that are owned or operated by third parties (each, a “**Third Party Service**”). Any information that you (or your authorized child) provide on or to a Third Party Service or that is collected by a Third Party Service is provided directly to the owner or operator of the Third Party Service and is subject to the owner’s or operator’s privacy policy. We’re not responsible for the content, privacy, or security practices and policies of any Third Party Service. To protect your (or your authorized child’s) information we recommend that you carefully review the privacy policies of all Third Party Service that you (or your authorized child) access via our Services.

## **QUESTIONS?**

Please contact us at [info@naturepassport.org](mailto:info@naturepassport.org) if you have any questions about our Privacy Policy, or if you wish to make a complaint about our collection, use, or disclosure of your (or your authorized child’s) Personal Data under this Privacy Policy. We will use our reasonable endeavors to address any complaint you may have as soon as possible.

## **LIMITATION OF LIABILITY**

This limitation of liability (“Limitation”) applies to your free use of the Nature Passport App. Your use of the Nature Passport App is at your own risk. You agree that our sole obligation to you is to provide the Nature Passport App “as is.” Except as prohibited by applicable law, neither IslandWood or Nature Play, nor any of their employees, officers, directors nor any of their agents or any other party involved in creating, producing or delivering the Nature Passport App shall be liable to you or to any third party for your use of, or the inability to use, the Nature Passport App and its Content except in cases of (a) gross negligence, recklessness, or an act of knowing or intentional willful misconduct; or (b) a violation of a consumer protection statute in connection with the Nature Passport App.

**By agreeing to the Terms of Use, you understand, and accept, that the activity suggestions within the Nature Passport App may be associated with a risk of harm or injury to participants, and that you have full responsibility for the child/children in my care. At all times, the responsibility lies with you to assess and manage any risks that may arise from those activities, on behalf of yourself and your children. You acknowledge that you and your child/children’s participation is voluntarily in the Nature Passport App activities on your own initiative, and at your own risk. You waive any and all claim, right or cause of action which might otherwise have arisen out of injury, damage or loss of any description whatsoever sustained in the course participating in the Nature Passport App activities.**

Except as prohibited by applicable law, in no event will IslandWood, Nature Play or any of their respective officers, directors, employees, shareholders, affiliates, agents, successors or assigns, nor any party involved in the creation, production or transmission of the Nature Passport App, be liable to you or anyone else for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the

results of use of the Nature Passport App, any Apps linked to the Nature Passport App, and its Content, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. Please refer to your local laws for any such prohibitions.

## **COPYRIGHT AND OWNERSHIP**

All of the content featured or displayed on the Nature Passport App, including without limitation text, graphics, photographs, images, moving images, sound, and illustrations ("Content"), is owned by IslandWood, Nature Play, their licensors, vendors, agents, and/or their Content providers. All elements of the Nature Passport App, including without limitation the general design and the Content, are protected by trade dress, copyright, moral rights, trademark, and other laws relating to intellectual property rights. The Nature Passport App may be used only for the intended purpose for which it is being made available. You are authorized to view, play, print, and download documents, audio, and video found on the Nature Passport App for personal, informational, and noncommercial purposes only. You may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or work contained on the Nature Passport App. Except as authorized under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted material that is available on the Nature Passport App. You shall comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the Nature Passport App. The Nature Passport App, its Content, and all related rights shall remain the exclusive property of IslandWood, Nature Play or our licensors unless otherwise expressly agreed. You will not remove any copyright, trademark, or other proprietary notices from material found on the Nature Passport App.

## **TRADEMARKS**

All trademarks, service marks, and trade names used herein (collectively "Marks") are trademarks or registered trademarks of the IslandWood, Nature Play, or our affiliates, partners, vendors, or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify the Marks in any way without our prior written consent.

## **SOFTWARE**

We are providing the Software to you pursuant to the following terms. We grant you a non-exclusive, non-transferable, limited license to use the Software solely in conjunction with the operation of the Nature Passport App. Except as specifically provided herein, You may not, in whole or in part: (a) copy the Software, (b) distribute copies of the Software, in whole or in part, to any third party; (c) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the Software, except as otherwise permitted by law; (d) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to the Software to third parties; or (e) use the Software to act as a service bureau or application service provider, or to permit access to the Software by any third party.

## **ACCURACY OF INFORMATION**

We attempt to ensure that information on the Nature Passport App is complete, accurate, and current. Despite our efforts, the information on the Nature Passport App may occasionally be inaccurate, incomplete, or out of date. We make no representation as to the completeness, accuracy, or currency of any information on the Nature Passport App. You acknowledge that we have no duty or obligation to maintain the accuracy of, or update any such information, and agree that your reliance on any such information is at your own risk.

## **YOUR PROVISION OF INFORMATION**

When you provide information about yourself to us or to other users of the Nature Passport App, including when you create an Account, you agree to: (a) provide accurate and current information, and not to provide information that attempts to impersonate another individual; and (b) maintain and promptly update such information to keep it accurate and current. Our collection of information about you is governed by our Privacy Policy. If you provide any information about yourself that is untrue or inaccurate, or we have reasonable grounds to suspect that such information is untrue or inaccurate, we retain the right to suspend or terminate any account you establish, decline to provide you with services on the Nature Passport App, and/or refuse any or all current or future use of the Nature Passport App or any portion thereof.

## **USER-PROVIDED CONTENT**

You understand that all information, data, photographs, or other materials that you and other users of Nature Passport App upload, post, transmit, publish, display, or otherwise make available through the Nature Passport App, including information you share with or make available to other users of the Nature Passport App ("User-Provided Content"), are the sole responsibility of you or the person from whom such User-Provided Content originated. This means that you, and not us, are responsible for all User-Provided Content that you upload, post, transmit, publish, display, or otherwise make available through the Nature Passport App. We do not control the User-Provided Content posted and, as such, do not guarantee the accuracy, integrity, or quality of any User-Provided Content. Under no circumstances will we be liable in any way for or related to any User-Provided Content, including, but not limited to, for any errors or omissions in any User-Provided Content, or for any loss or damage of any kind incurred as a result of the publication or use of or reliance on any User-Provided Content uploaded, posted, transmitted, published, displayed, or otherwise made available through the Nature Passport App.

By uploading, posting, transmitting, publishing, displaying, or otherwise making available User-Provided Content through the Nature Passport App, you represent and warrant that:

- you own or control all rights, title, and interests to such User-Provided Content;
- all "moral rights" that you may have in such User-Provided Content have been voluntarily waived by you;
- you have the right to grant the licenses granted under these Terms of Use;
- all User-Provided Content that you post is accurate; does not violate these Terms of Use; will not conflict with, result in a breach or violation of any terms or provisions of, or constitute a default under any contract or agreement to which you are currently bound or will become bound in the future; does not and will not violate any law; and will not cause injury to any person or entity

## **YOUR GRANT OF LICENSE FOR USER-PROVIDED CONTENT**

By uploading, posting, transmitting, publishing, displaying, or otherwise making available User-Provided Content, you grant us a worldwide, perpetual, non-exclusive royalty-free license (with the right to sub-license) to use, reproduce, display, perform, adapt, modify, publish, or distribute such User-Provided Content in whole or in part in any form, medium, or technology (now known or later developed). We may modify or adapt User-Provided Content, including in order to transmit, display or distribute it over networks and to conform to the requirements of networks, services, or other media. We or others may, in our sole

discretion, cite to your name or other identifier you provided when posting User-Provided Content. You represent and warrant that our publication and use of your User-Provided Content will not infringe or violate the intellectual property or other rights of any third party.

### **OUR DISCRETION TO USE USER-PROVIDED CONTENT**

All User-Provided Content that you upload, post, transmit, publish, display, or otherwise make available through the Nature Passport App may be used by us in accordance with our Privacy Policy. We reserve the right to change, condense, delete, or refuse to post any User-Provided Content on the Nature Passport App in our sole discretion. Except as required by law, we do not guarantee that you will have any recourse to edit or delete any User-Provided Content you have uploaded, posted, transmitted, published, displayed, or otherwise made available in connection with the Nature Passport App. None of the User-Provided Content that you submit shall be subject to any obligation of confidence on our part or on the part our agents, partners, or third-party service providers and their respective directors, officers, and employees.

### **YOUR CONDUCT**

You agree to comply with all laws, rules, and regulations applicable to your access to and use of the Nature Passport App. In addition, you agree not to:

- upload, post, transmit, publish, display, or otherwise make available through the Nature Passport App any User-Provided Content that is known by you to be false, inaccurate, or misleading;
- upload, post, transmit, publish, display, or otherwise make available through the Nature Passport App any User-Provided Content that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- upload, post, transmit, publish, display, or otherwise make available through the Nature Passport App any User-Provided Content that is, or may reasonably be considered to be, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or that harms minors in any way;
- upload, post, transmit, publish, display, or otherwise make available through the Nature Passport App any User-Provided Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, transmit, publish, display, or otherwise make available through the Nature Passport App any User-Provided Content that infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any party;
- upload, post, transmit, publish, display, or otherwise make available User-Provided Content provided by another user of the Nature Passport App (or an image or picture depicting such User-Provided Content) on any other website, mobile application, or online service without that user's prior permission;

- upload, post, transmit, publish, display, or otherwise make available through the Nature Passport App any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- take any action that interferes with the proper working of the Nature Passport App, compromises the security of the Nature Passport App, or otherwise damages the Nature Passport App or any materials or information available through the Nature Passport App;
- attempt to gain unauthorized access to any portion or feature of the Nature Passport App, to any other systems or networks connected to the Nature Passport App, to any of our or our service providers' servers, or to any of the services offered on or through the Nature Passport App, including but not limited to by hacking, password "mining", or any other unauthorized means;
- probe, scan, or test the vulnerability of the Nature Passport App or any network connected to the Nature Passport App or bypass the authentication measures on the Nature Passport App or any network connected to the Nature Passport App;
- use any automated means to collect information or Content from or otherwise access the Nature Passport App, including, but not limited to, through the use of technical tools known as robots, spiders, or scrapers, without our prior permission;
- harvest or otherwise collect and store information about other users of the Nature Passport App, including e-mail addresses;
- install any software, file, or code that is not authorized by the user of a computer or device or that assumes control of all or any part of the processing performed by a computer or device without the authorization of the user of the computer or device; or
- interfere with or disrupt the operation of the Nature Passport App or server networks connected to the Nature Passport App, or disobey any requirements, procedures, policies, or regulations of networks connected to the Nature Passport App.

### **LINKS TO WEBSITES AND ONLINE SERVICES OWNED OR CONTROLLED BY THIRD PARTIES**

For your convenience, the Nature Passport App may contain links to or at times redirect you to websites and/or online services owned or controlled by third parties. These websites and online services are not under our control, and you acknowledge and agree that we are not responsible or liable for the accuracy; collection, use, or disclosure of information; copyright compliance; legality; decency; or any other aspect of such websites and online services including their operation, or the content displayed on or through them. The inclusion of such a link on the Nature Passport App does not imply our endorsement of any such website or online service, the content displayed on or through it, or any association with its operators, and you agree not to hold us responsible for any harm that may arise based on your access to or use of any linked website or online service.

### **REGISTRATION AND PASSWORDS**

You may be permitted or required to register or obtain a login ID and password prior to being provided with access to the Nature Passport App. You acknowledge and agree that you are responsible for

maintaining the confidentiality of your login ID and password, and for all uses of your login ID, password, and/or account, whether authorized by you or not. You agree to notify us immediately of any unauthorized use of your login ID, password, or account, or any other breach of security involving access to the Nature Passport App through your account. You acknowledge that you may be held liable for any loss or harm incurred by us or any other person or entity due to someone else using your login ID, password, or account as a result of your failing to keep your account information secure and confidential.

### **OPERATION OF THE NATURE PASSPORT APP**

We reserve the right to do any of the following, at any time, at our sole discretion, with or without notice: (i) modify, suspend, or terminate operation of or your access to the Nature Passport App, or any portion of the Nature Passport App, including but not limited to for your violation of these Terms of Use; (ii) modify or change the Nature Passport App, or any portion of the Nature Passport App; and (iii) interrupt the regular operation of the Nature Passport App, or any portion of the Nature Passport App, as necessary to perform routine or non-routine maintenance, to correct errors, or to make other changes to the Nature Passport App.

### **FORCE MAJEURE**

Neither we nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion, or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; or inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

### **DISCLAIMER**

This disclaimer (“Disclaimer”) applies to your free use of the Nature Passport App. Except as prohibited by applicable law, the information, materials and services provided on or through the Nature Passport App are provided “as is” without any warranties of any kind including warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. Except as prohibited by applicable law, neither IslandWood or Nature Play, nor any of our respective affiliates (i) warrants the accuracy or completeness of the information, materials or services provided on or through the Nature Passport App or (ii) makes any commitments or assumes any duty to update such information, materials or services.

Neither IslandWood or Nature Play, nor any of their respective affiliates, warrants that the functions contained in the Nature Passport App will be uninterrupted or error-free, that defects will be corrected, or that the server that makes the content available will be free of viruses or other harmful components.

### **INDEMNIFICATION**

Except as prohibited by applicable law, you agree to defend, indemnify, and hold us, our affiliates, subsidiaries, joint ventures, third-party service providers, and our respective employees, contractors, agents, officers, and directors harmless from all liabilities, claims, and expenses (including reasonable attorneys' fees) that arise out of or are related to any User-Provided Content you upload, post, transmit, publish, display, or otherwise make available through the Nature Passport App, your violation of these Terms of Use, your use or misuse of the Nature Passport App, or your violation of any third-party rights.

## **RELEASE**

In the event that you have a dispute with one or more other users of the Nature Passport App, you release IslandWood and Nature Play (and their officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

## **DISPUTE RESOLUTION – ARBITRATION, JURY TRIAL WAIVER**

Neither you nor we will be able to sue in court in connection with dispute. All disputes must be resolved through individual (non-class) arbitration. You indicate your acceptance to these Terms of Use, including this agreement to arbitrate, by continuing to use the Nature Passport App after having the opportunity to review these Terms of Use.

Instead of suing in court, we each agree to settle disputes only by arbitration. The rules in arbitration are different. There's no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in the agreement as a court would.

## **EQUITABLE RELIEF**

You acknowledge that any breach or threatened breach of these Terms of Use will result in irreparable harm for which damages would not be an adequate remedy, and, therefore, in addition to our rights and remedies otherwise available at law, we shall be entitled to immediate equitable relief, including injunctive relief, as appropriate. If we seek any equitable remedies, we shall not be precluded or prevented from seeking remedies at law, nor shall we be deemed to have made an election of remedies.

## **SEVERABILITY**

If any provision of these Terms of Use is held unenforceable or invalid under any applicable law or is so held by an applicable court decision, such unenforceability or invalidity will not render these Terms of Use unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or the applicable court decisions.

## **WAIVER**

Any waiver by us of a breach of any provision of these Terms of Use shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of these Terms of Use. Any such waiver must be in writing. Failure by us to insist upon strict adherence to any term of these Terms of Use on one or more occasions shall not be considered a waiver or deprive us of the right to insist upon strict adherence to that term or any other term of these Terms of Use in the future.

## **UNITED STATES DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE**

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follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the Content. Our designated agent (i.e., proper party for notice) to whom you should address infringement notices under the DMCA is 4450 Blakely Ave NE, Bainbridge Island, WA 98110. Please provide the following notice: identify the copyrighted work or other intellectual property that you claim has been infringed; identify the material on the Nature Passport App that you claim is infringing, with enough detail so that we may locate it on the Nature Passport App; 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; a statement by you declaring under penalty of perjury that (a) the above information in your notice is accurate, and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner; your address, telephone number, and email address; and your physical or electronic signature.

### **CONTACT US**

If you have any questions about these Terms of Use, please contact us by e-mail at [info@naturepassport.org](mailto:info@naturepassport.org) or by mail at the following address:

4450 Blakely Ave NE, Bainbridge Island, WA 98110

These Terms of Use were last updated on August 29, 2017.