

WEBSITE TERMS OF USE

Last Modified: December 26, 2018

Welcome to <https://www.cvgmportal.org/> (this “Website”), a website created by Michael L. Johnson, LLC, a California limited liability company (“Company,” “we” or “us”). The following terms and conditions govern your access to, and use of this Website and any content, functionality or services offered on or through this Website.

YOUR USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO ALL TERMS, CONDITIONS AND NOTICES CONTAINED HEREIN OR OTHERWISE POSTED ON THIS WEBSITE. Alternatively, if you do not agree to these Terms of Use, do not access or use this Website. We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access and use of this Website thereafter. Your continued use of this Website following the posting of revised Terms of Use means that you accept and agree to any such changes.

This Website is offered and available to users who: (a) are 18 years of age or older, (b) reside in the United States or any of its territories or possessions and (c) are members of the [Central Valley Groundwater Monitoring Collaborative]. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, do not access or use this Website.

ACCESSING THIS WEBSITE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend this Website, and any service or material we provide on this Website, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of this Website, or the entire Website.

You may be asked to provide information about yourself in order to use certain features of this Website. It is a condition of your use of this Website that all the information you provide to us on this Website is correct, current and complete. You acknowledge and agree that any and all such information is governed by our *Privacy Policy* and you consent to all actions we take with respect to your information consistent with such *Privacy Policy*.

PROHIBITED USES

You may use this Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use this Website: (a) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries); or (b) to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of this Website, or which, as determined by us, may harm the Company or users of this Website or expose them to liability.

LINKING TO THIS WEBSITE

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in a way that suggests association, approval or endorsement on our part.

You must also not: (a) establish a link from any website that is not owned or controlled by you; (b) cause this Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site; or (c) otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use. We reserve the right to withdraw linking permission without notice.

LINKS FROM THIS WEBSITE

If this Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

INTELLECTUAL PROPERTY RIGHTS

This Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use this Website for your personal or commercial use. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- you may store files that are automatically cached by your Web browser for display enhancement purposes;
- you may print one copy of a reasonable number of pages of this Website; and
- if we provide Facebook, Twitter, Pinterest, Youtube or third party listing websites with certain content, you may take such actions as are enabled by such features.

Any use of this Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

DISCLAIMERS

While we endeavor to maintain the information on this Website accurate and up-to-date, you acknowledge that this Website and all of the content, information and materials made available through this Website are provided on an “AS-IS” and “AS-AVAILABLE” basis, without any warranties of any kind, express or implied. The information available on this Website is made available solely for general information purposes. We do not promise or guarantee that this Website or any of the content, information or material made available through this Website will be accurate, reliable, complete, error free, uninterrupted, compatible with any particular hardware or software, or will otherwise meet your needs or expectations.

Although we try to keep this Website up, bug-free and safe, you use this Website at your own risk. We do not guarantee that files available for downloading from the internet or this Website will be free of viruses or other destructive or harmful code. You are responsible for any damage to your computer system or loss of data that results from the download of any such material.

This Website may also include content provided by third parties. All statements or opinions expressed in such materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

LIMITATIONS ON LIABILITY

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THIS WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THIS WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THIS WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of this Website, including, but not limited to, any use of this Website's content and services other than as expressly authorized in these Terms of Use or your use of any information obtained from this Website.

INFORMATION ABOUT YOU AND YOUR VISITS TO THIS WEBSITE

All information we collect on this Website is subject to our *Privacy Policy*. By using this Website, you consent to all actions taken by us with respect to your information in compliance with the *Privacy Policy*.

You may provide us with comments, suggestions or other feedback regarding, or proposed improvements to, our Website. You acknowledge and agree that we may use the comments, suggestions or other feedback submitted by you to us through this Website, in our sole discretion.

MISCELLANEOUS PROVISIONS

All matters relating to this Website and these Terms of Use and any dispute or claim arising therefrom or related thereto, shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or this Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City of Sacramento and County of Sacramento. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THIS WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

These Terms of Use constitute the sole and entire agreement between you and us with respect to this Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to this Website.

All feedback, comments, requests for technical support and other communications relating to this Website or these Terms of Use should be directed to: support@mljenvironmental.com