

Terms of Service

Acceptance of Terms

THESE TERMS AND CONDITIONS OF SERVICE (the "Terms") ARE A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND ONE BIG PUDDLE governing your use of this site, www.onebigpuddle.org (the "Site") which includes but is not limited to products, software and services offered by way of the websites such as the "Uploader," and other applications (the "Site"). Please review the Terms fully before you continue to use the Site. By using the Site, you agree to be bound by the Terms. You shall also be subject to any additional terms posted with respect to individual sections of the Site. Please review our Privacy Policy, which also governs your use of the Site, to understand our practices. If you do not agree, please discontinue using the Site. One Big Puddle reserves the right to change the Terms at any time without prior notice. Your continued access or use of the Site after such changes indicates your acceptance of the Terms as modified. It is your responsibility to review the Terms regularly. The Terms were last updated on 8 March 2010.

Your use and browsing of the Site is at your risk. If you are dissatisfied with any of the materials contained in the Site, with the quality of service, or with these Terms, your sole and exclusive remedy is to discontinue accessing and using the Site.

Registration

In order to utilize certain functionality of the Site, you must complete a registration process. As a registered user of the Site, you agree to (a) provide true, accurate, current, and complete information about yourself as prompted by the Site registration form (such information being the "Registration Data"), and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. Upon completing the registration process, you shall receive confirmation of a password and user name. You are responsible for maintaining the confidentiality of the password and user name, and you are fully responsible for all activities that occur under your password or user name. You agree to (a) immediately notify One Big Puddle of any unauthorized use of your password or user name or any other breach of security; (b) exit from your account at the end of each session; and (c) defend, indemnify, and hold harmless One Big Puddle from any loss or damage arising from unauthorized use of your password or user name.

By registering, you consent to the collection of your data, including, without limitation, Registration Data, by One Big Puddle and processing of such data by One Big Puddle in connection with your use of the Site. You consent to the technical processing and transmission involved in your use of the Site, including, without limitation, Registration Data, and you acknowledge that such process may involve (a) transmission of such data over various networks; and (b) modifying such data to conform and adapt to technical requirements of connecting networks or devices. You consent to the use of your data for research to ultimately inform water policy, legislature, and action.

Intellectual Property Issues

The Site is owned by One Big Puddle. All of the content featured or displayed on the Site, including, but not limited to, still images, text, pictorial works, video images, still images of video, graphic designs, audio recordings, multimedia combinations, and computer programs, including web-based programs (“Content”) is owned or licensed by One Big Puddle.

Advertisements for third-party entities are not considered Content for the purposes of this Section. However, these advertisements are owned or licensed by their respective third-party entities and are subject to protections similar to those set forth in these Terms.

Pursuant to the copyright and trademark laws of the United States, *you agree*:

1. That you may only download Content that One Big Puddle designates as offered for download to any single computer a single copy of any Content for personal and noncommercial use.
2. To not reproduce, distribute, modify, re-post on another site (regardless of the server on which the Content is stored), or sell any Content without specific written authorization from One Big Puddle, unless such use is pursuant to **Educational Use of Content** of this agreement.
3. To maintain any and all copyright or other proprietary notices embedded in or attached to any Content.
4. To refrain from framing or mirroring any portion of the Site.
5. For clarity, you retain all of your ownership rights in material you upload, comments you post, or other content you provide to the Site (“User Content”). By uploading **User Content**, you grant One Big Puddle (which includes its subsidiaries, affiliates, joint venturers, and licensees) the following rights: a royalty-free, worldwide, perpetual license to display, distribute, reproduce, and create derivatives of the User Content, in whole or in part, without further review or participation from you, in any medium now existing or subsequently developed, in editorial, commercial, promotional, and trade uses in connection with OBP Products. One Big Puddle may license or sublicense, in whole or in part, to third parties rights in User Content as appropriate to distribute, market, or promote such OBP Products. An OBP Product is defined as "a product of One Big Puddle, a subsidiary, affiliate, joint venturer, or licensee of One Big Puddle, in any language, over which One Big Puddle has "Editorial Control." For the purposes of this Agreement, "Editorial Control" means the right to review, consult regarding, formulate standards for, or to exercise a veto over the appearance, text, use, or promotion of the OBP Product. You also agree that One Big Puddle may make User Content available to users of the Site who may display and redistribute it in the same way that One Big Puddle makes all other Content available.

Educational Use of Content

With respect to Content designated as available for download for educational purposes (“Downloadable

Content”), librarians, teachers, support staff, administrators, other staff of educational institutions, students, and adults supporting such students’ learning (“Educators or Learners”) are authorized to download Downloadable Content to a personal computer or school server and print, reproduce, and distribute such Downloadable Content solely for use in educational settings and subject to the restrictions set forth below.

The following restrictions apply to all Downloadable Content:

1. Educators or Learners are prohibited from disseminating Downloadable Content beyond such Educator’s or Learner’s particular educational institution.
2. Under no circumstances may an Educator or Learner use Downloadable Content for commercial purposes.
3. Downloadable Content used for any purpose must always maintain unaltered credit, copyright, other proprietary notices, and embedded links.
4. Educators or Learners may make no modifications to Downloadable Content and must preserve all One Big Puddle credits and copyright notices.

With respect to Read-Only Downloadable Content, Educators or Learners may neither make use of nor allow or enable the use of Read-Only Downloadable Content in a manner in which it is re-posted, framed, or mirrored on any other websites or computer networks, regardless of educational use.

Content used for any purpose must always maintain unaltered copyright and other proprietary notices. Content may not be re-posted, framed, or mirrored on any other Web sites or computer networks, regardless of educational use.

Liability

The Site and all material and information posted on it is provided to you “as is” without any warranties. You agree that you must evaluate and bear all risks associated with use of the Site, including those risks associated with reliance on the accuracy, thoroughness, or utility of any Content.

Although One Big Puddle does not routinely monitor the postings to the Site, One Big Puddle reserves the right (but assumes no obligation) to delete, move, or edit any User Content that comes to its attention that One Big Puddle considers in its sole discretion to be unacceptable or inappropriate, whether for legal or other reasons. Conduct by any user that, at the sole discretion of One Big Puddle, restricts or inhibits any other user from using or enjoying the Site will not be permitted. One Big Puddle reserves the right to refuse access to the Site to any user for any reason, including, without limitation, a reasonable belief that the user in question has violated these Terms, any other operating rules or terms currently posted on the Site, or any of the copyright or trademark laws of the United States.

The Site may provide, or third parties may provide, links to other sites or resources. Because One Big Puddle has no control over such sites and resources, you acknowledge and agree that One Big Puddle is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that One Big Puddle shall not be responsible or liable for any damage or loss caused or alleged to be caused in connection with use of or reliance on any such linked content, goods or services available on or through any such linked site or resource.

User Conduct

One Big Puddle wants to encourage an open exchange of information and ideas on the Site. You can expect the Site to include information and opinions from a variety of individuals and organizations other than One Big Puddle. One Big Puddle neither endorses nor guarantees the accuracy of any User Content. One Big Puddle does not preview, censor, approve, edit, or endorse User Content and cannot guarantee that inappropriate material will not be posted. One Big Puddle may review User Content from time to time and may take steps to remove inappropriate User Content that comes to its attention; however, it engages in no routine monitoring of the Site. There is no substitute for healthy skepticism and your own good judgment.

You agree to assume full and sole responsibility for any User Content you post to the Site, and you agree to:

1. Abide by the *Community at One Big Puddle Rules for Members* (which are fully incorporated into these Terms);
2. Post User Content that is relevant to and appropriate for the specific topic and designed to help people share information and supports One Big Puddle's mission of solving water issues through global communication, understanding, and collaboration.
3. or are making your submission with express consent of the owner, that you have obtained all third party releases and permissions necessary for One Big Puddle's use, in accordance with the license you grant in paragraph 5 of **Intellectual Property Issues** above, of any User Content that you post, and nothing you post will infringe on the rights of others;
4. Neither post nor transmit any unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive User Content, or User Content that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or any other User Content that infringes on the ability of others to enjoy the Site, or is otherwise inappropriate;

5. Refrain from posting any personal information of your own such as your email address, phone number, address, etc., and refrain from soliciting personal information.
6. Neither post nor transmit through the Site any User Content that constitutes advertising or solicitation with respect to any product or service;
7. Not post anonymously or impersonate any other person;
8. Neither use nor launch any automated means, including “robots,” “spiders,” or “offline readers” that accesses the Website in a manner that sends more request messages to the One Big Puddle servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices — but not caches or archives — of the Site and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content); and
9. Not to alter or modify any part of the Site, make no use that would interfere with or disrupt the Site or servers or networks connected to the Site, make no User Content available (whether through upload, post, email, transmit, or otherwise) 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, and neither circumvent nor disable any security or data-protection measures implemented by One Big Puddle.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE SITE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, ONE BIG PUDDLE RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification

You agree to indemnify, defend, and hold harmless One Big Puddle; its affiliates and partners; and their respective officers, directors, employees, agents, members, licensors, representatives, and third party providers to the Site from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms. One Big Puddle reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with One Big Puddle in asserting any available defenses.