

ACORN VT
TERMS OF SERVICE FOR EAT LOCAL VT

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Welcome to the Terms of Service for Eat Local VT

These Terms of Service (“TOS”) apply to your use of mobile or web-based applications created and operated by Addison County Relocalization Network, Inc. (“ACORN” or “our” or “we” or “us”) now or in the future (collectively, the “App”). These TOS govern all use of the App. Please read these TOS carefully as they contain important information regarding your legal rights and obligations.

AGREEMENT TO TERMS OF SERVICE

By using the App, you agree to be bound by and comply with the terms and conditions in these TOS.

We reserve the right to modify, add to, or delete from these TOS in our sole discretion at any time by posting a revised version of these TOS on this page. Each version of these TOS will indicate at the top of this page the date the TOS were last revised. Your continued use of the App after any revised version of these TOS is posted constitutes your acceptance of the revised TOS. Because these TOS may change from time to time, it is important that you regularly review these TOS to ensure that you are updated as to any changes. These TOS, including any posted revisions, shall remain in full force and effect while you use the App.

PLEASE READ THESE TOS CAREFULLY BEFORE USING THE APP. If you do not understand these or any future TOS or if you do not or cannot agree to these or any future TOS, do not use or access (or continue to use or access) the App.

The App is intended for access and use only by U.S. residents who are at least 13 years old.

When we refer to the "use" of the App, we mean any actual or attempted access to or use of the App, including, without limitation, any access to, transmission, exchange of information, use of, or communication associated with the App. As used in these TOS, a “user” is anyone who uses the App.

The terms and conditions in these TOS, together with any other policies, rules, or provisions that are described, linked, or otherwise referred to and form a part of these TOS, including, without limitation the [Privacy Policy](#), constitute the entire agreement between you and us, superseding any and all prior or inconsistent understandings, representations or agreements regarding the App.

If any new aspects or components of the App become available, they will be considered a part of the App, and your use of them will be governed by these TOS unless we notify you that different

terms and conditions apply. You must comply with any additional terms that apply to third-party content, material, information, software, or other services.

USE OF THE APP

We are pleased to have you use the App. The App is intended for domestic and private use only. The Content (as defined in these TOS) provided on the App is intended to educate, entertain, and inform you. The App, including any Content, is intended for access and use only by U.S. residents who are at least 13 years of age.

We grant you a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, limited right to access and use the App on electronic devices owned or controlled by you (“Supported Devices”) strictly in accordance with the terms and conditions of these TOS.

As a condition of your use of the App, you agree that you will not use the App, including any Content, for any purpose that is unlawful or prohibited by these TOS. By way of example and not as limitation, you agree that **you will not**:

1. Use the App while driving.
2. Decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App.
3. Make any modification, adaptation, improvement, enhancement, or translation to, or derivative work from, the App.
4. Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or licensors of the App.
5. Use the App for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended.
6. Make the App available over a network or other environment permitting access or use by multiple devices or users at the same time.
7. Use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App.
8. Use the App to send automated queries to any website or to send any unsolicited commercial email.
9. Use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.
10. Use the App for any unlawful purpose or in any way prohibited by these TOS.
11. Use the App in any manner that could damage, disable, overburden, or impair any of the App’s servers or the network(s) connected to any of the App’s servers, or interfere with any other party’s use and enjoyment of the App.
12. Attempt to gain unauthorized access to any part of the App (including any Content), other accounts, computer systems, or networks connected to any App server, through hacking, password mining, or any other means.

13. Obtain or attempt to obtain any Content, materials, or information through any means not intentionally made available through the App.
14. Use the App in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative, exploitive or unsolicited messages (commercial or otherwise).
15. Publish, post, upload, link to, discuss, disseminate, mention, or list names, telephone numbers, addresses, e-mail addresses, facsimile numbers, domain names or websites of any other Users.
16. Defame, abuse, harass, stalk, threaten, offend, provoke, name call, or otherwise violate the legal rights (including the rights of privacy and publicity) of others.
17. Use or otherwise make available, pass off as your own, or solicit for exchange, sale, or purchase, any materials protected by intellectual property laws, including but not limited to, copyright or trademark laws (or rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
18. Publish, post, disseminate, link to, use, modify, copy, reproduce, republish, transmit, or otherwise make available any Content or materials made available through the App in any manner that infringes any copyright, trademark, patent, trade secret, or other personal or proprietary right of any party.
19. Publish, post, disseminate, use, link to or otherwise make available any image, photograph or picture of any other person or User without that person's or User's consent.
20. Upload files to the App that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the App or the operation of another's computer or property of another.
21. Harvest, solicit, or otherwise collect personal information from or about other Users for any purpose.
22. Attempt to probe, scan, or test the vulnerability of the App or to breach security or authentication measures, regardless of your motives or intent.
23. Use the App in any manner that is inconsistent with or violates any applicable laws or regulations.
24. Create a false identity on the App for the purpose of misleading others.
25. Publish, post, disseminate, link to, upload, use, copy, or otherwise make available (whether or not for a fee) any directory of Users of the App.
26. Publish, post, upload, disseminate, discuss, mention, or insinuate false information about other Users.
27. Use the App for any purpose other than for education about social media and digital threat alert and insight services, ACORN's solutions, and the challenges digital conversation presents for safety and security.

You agree that if you collect information from any App users, you will: obtain their consent, make it clear that you (and not we) are the one collecting their information, and post a privacy policy in compliance with applicable law explaining what information you collect and how you will use it.

If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We may discontinue, modify, or suspend any aspect of the App without prior notice of any kind. We may impose limits on use of the App, or suspend or discontinue access to all or part of the App, without prior notice of any kind. Please check these TOS regularly to view any changes.

We reserve the right to investigate and take appropriate legal action against any users who violate any of the provisions in the TOS (as determined in our sole discretion), including, without limitation, removing, editing, or modifying any offending Content, or denying, restricting, suspending, or terminating your access to all or any part of the App, with or without prior notice or explanation, and without liability to ACORN. Violations of system or network security or these TOS may result in civil or criminal liability.

We reserve the right to investigate occurrences that may involve such violations and may involve, provide information to, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. ACORN has no obligation, however, to take any of the above-referenced actions and is not responsible for the conduct of any Users who violate this provision.

You are solely responsible and liable for any such activity, behavior, use, and/or conduct regarding the App. You agree that you are solely responsible for, and that ACORN has no responsibility to you or to any third party for, any breach of your obligations under these TOS or for the consequences (including any loss or damage that ACORN may suffer) of any such breach.

APPLE AND ANDROID DEVICES

The following terms apply when you use either the Apple Store or Google Play (each an “App Distributor”) to access the App:

1. You acknowledge that these TOS are between you and ACORN only, and not with the App Distributors, and ACORN, not the App Distributors, is solely responsible for the App and the Content.
2. The license granted to you for access to and use of the App is limited to a non-transferable license to use the App on Supported Devices that utilize the Apple iOS or Android operating systems, as applicable, solely in accordance with the usage rules set forth in the applicable App Distributor’s terms of service (available at <https://www.apple.com/legal/internet-services/itunes/us/terms.html> and https://play.google.com/intl/en_us/about/play-terms/index.html, except that the App may be accessed and used by other accounts associated with the purchaser via family sharing or volume purchasing, as applicable.
3. Any maintenance and support services with respect to the App as provided in these TOS or as required under applicable law. You acknowledge that the App Distributors have no obligation to provide maintenance and support for the App.
4. ACORN is solely responsible for any warranties, as provided in these TOS.

5. In the event of any failure of the App to conform to any applicable warranty by ACORN, you may notify the applicable App Distributor, and the App Distributor will refund the purchase price paid for the App to you. To the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any applicable warranty will be solely ACORN's responsibility.
6. ACORN, and not the App Distributors, is responsible for addressing any claims by user or any third party relating to the App or user's possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.
7. In the event of any third-party claim that the App or user's possession and use of the App infringes that third party's intellectual property rights, ACORN, not the App Distributors, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
8. You represent and warrant that: (a) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties.
9. You must comply with applicable third-party terms of agreement when using the App.
10. You acknowledge and agree that the App Distributors, and their respective subsidiaries, are third-party beneficiaries of these TOS, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce these TOS against user as a third-party beneficiary thereof.

CONTENT ON THE APP

Content provided on the App could include, but is not limited to, any and all materials, documents, reports, presentations, blog posts, white papers, data, text, information, media, webinars, podcasts, photographs, graphics, images, materials, music, audio and video clips, User Generated Content (as defined in these TOS) (together, "Content"). Except as otherwise provided in these TOS, you are not permitted to use any Content or to reproduce the Content in any manner without the prior written consent of ACORN.

User Generated Content.

We may provide you with areas on the App where you may be able to post, upload, transfer, send, publish, link to, or otherwise make available (together, "post") any posts, reviews, ratings, opinions, comments, messages, files, images, photos, videos, survey answers, materials, information, feedback, listings, or other content (together, "User Generated Content") on or through the App or Third-Party Social Platform (as defined below).

Privacy Policy. Our use of any of your User Generated Content will comply with our [Privacy Policy](#).

License to Use Your User Generated Content. By posting any User Generated Content, you grant to us a non-exclusive, perpetual, worldwide, sublicensable (through multiple tiers), assignable, irrevocable, royalty-free license to use, exploit, repurpose, reproduce, copy, adapt, modify, edit, perform and display publicly or otherwise, distribute (through multiple tiers), make, have made, sell, offer for sale, import, analyze, otherwise use, and prepare derivative works based on your User Generated Content, in whole or in part, alone or as part of other works, in any media now known or hereafter developed, without any additional consideration to you or any third party, for any of the following purposes: (a) to promote or operate the App, ACORN business, or the ACORN brand; (b) to promote the products, services, or brands of any organization that sponsors any events or programs to which your User Generated Content relates (each a "Sponsor"); (c) to promote the products, services, or brands of any Sponsor's affiliates; and (d) in any other way expressly permitted under these TOS or our Privacy Policy. You also grant to us the right to use the name that you submit in connection with your User Generated Content.

Without limiting the generality of the foregoing grant of license, by posting any User Generated Content on or through the App, you acknowledge and agree that:

- a. You are granting us (and downstream users) permission to: (i) display advertisements in connection with your User Generated Content and to use your User Generated Content for advertising and promotional purposes without compensating you in any way, and (ii) make your User Generated Content available to the general public and our customers through the App and third-party websites, through RSS feeds, and in any other manner, in or using any format or media or technology, now known or hereafter developed, without compensating you in any way;
- b. We have no obligation to post, maintain, use, or respond to your User Generated Content submitted to the App;
- c. The posting of User Generated Content on the App in no way imposes any other obligation on us, whether of confidentiality, attribution, or otherwise, and we shall not be liable for any claims arising out of or relating to any use, nonuse, modification, distribution, reproduction, display, or disclosure of any User Generated Content;
- d. None of the User Generated Content will be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part, and we will not be liable for any use or disclosure of any User Generated Content;
- e. You hereby waive any and all claims (including, without limitation, claims based upon invasion of privacy, defamation, false light, or right of publicity) arising out of any use, nonuse, modification, alteration, distortion or illusionary effect, or use in any manner permitted by these TOS, including the Privacy Policy, of your image/likeness, arising out of the posting of User Generated Content containing your photograph or other image(s), to the App;
- f. No fees, royalties, or any other monies (together, "Royalties") will be owed to any person by reason of any User Generated Content, and if any Royalties are owed, you will pay all such Royalties;
- g. User Generated Content posted on the App may be subject to size and usage limitations, other limitations and restrictions, and the terms of these TOS, and you are solely

- responsible for adhering to such requirements with regard to any User Generated Content you post to the App; and
- h. We may access, copy, preserve, and disclose your User Generated Content if required to do so by law or in a good faith belief that such access, copying, preservation, or disclosure is reasonably necessary to: (i) comply with legal process or applicable law, (ii) enforce these TOS, (iii) respond to claims that any User Generated Content violates the rights of third-parties, (iv) respond to your requests for assistance, (v) prevent or investigate a crime, or (vi) protect the rights, property, or personal safety of us, the Community, or others.
 - i. DO NOT POST USER GENERATED CONTENT if you do not want it to be used or made available to the general public as set forth in these TOS. If you do not want your photograph to be made available to the general public, DO NOT UPLOAD A PHOTOGRAPH to your profile page on the App. Instead, select an icon to represent you. Everything you share is voluntary; do not share anything you wish to remain private.
 - j. The license you grant to us is non-exclusive (meaning you are free to use or license your User Generated Content to anyone else), fully-paid and royalty-free (meaning that neither we nor any downstream users are required to pay you for the use of your User Generated Content), fully sub-licensable (so that, for example, we are able to sublicense your User Generated Content to our sponsors, subscribers to the App or affiliate sites, and to visitors to the App who may access, use, transmit, stream, download, print, and further sublicense your User Generated Content), worldwide (because the Internet and the App may be global in reach), and fully assignable (so that, for example, if we sell our business, reorganize, or merge with another business, the new owner may continue to operate the App under the Community brand or another name). This license may be exercised by us and our licensees in any format, media, or technology, now known or hereafter developed. Notwithstanding anything to the contrary in these TOS, to the fullest extent permitted by law, you waive any and all claims you may now or later have in any jurisdiction to any "moral rights" with respect to any User Generated Content, and all rights of privacy or publicity in, or approval rights with respect to, your User Generated Content.

We Do Not Claim Ownership of User Generated Content. We do not assert any ownership over User Generated Content; rather, subject to the rights granted to us in these TOS, you retain full ownership of all of your User Generated Content and any intellectual property rights and other proprietary rights associated with your User Generated Content. You are solely responsible for protecting your intellectual property rights in your User Generated Content. We cannot and do not assume responsibility for controlling, monitoring, or enforcing your intellectual property rights.

Your Representations and Warranties with Respect to User Generated Content. You acknowledge that the grant of license in these TOS is supported by good, valuable, and sufficient consideration. By posting any User Generated Content, you represent and warrant that: (a) you own the User Generated Content or otherwise have the right to grant the license set forth in these TOS; (b) the posting of your User Generated Content on or through the App does not violate the copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal

entity; and (c) you have read and understood these TOS and your User Generated Content fully complies with these TOS and applicable laws.

You Are Legally Responsible for Your User Generated Content. Failure to comply with these TOS may expose you to liability to us and liability to individuals or legal entities whose copyrights or other rights have been violated. **We strongly recommend that you review these TOS regularly and contact us first if you have any questions about the suitability of materials you wish to post.** Remember, once User Generated Content is posted, it may quickly be transferred to other websites and media that we do not control, and it may be impossible to recover or delete. You expressly agree that we have no responsibility for or control over the User Generated Content you may post on or through the App.

Use of Content. The Content is intended to educate, entertain, and inform you. Once you have access to Content, it is available for you to read as well as for you to use and download at no charge and without our prior written approval, subject to the following:

- A. **Non-Commercial Use:** Generally, no portion of the Content may be used (including reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited) for any commercial purpose. If you are interested in using any portion of the Content for a commercial purpose, please contact us as [provided below](#).
- B. **Attribution:** When you use any portion of the Content as permitted in these TOS:
 - i. If particular Content has an identified author, you must give appropriate credit to the author.
 - ii. You must include the following language on each page of the document:
Reprinted with permission from Addison County Relocalization Network, Inc. [YEAR]. All rights reserved.
 - iii. You may not provide attribution in any way that suggests that the author or ACORN endorses you or your use of the Content.
 - iv. Note that although you are permitted to use the Addison County Relocalization Network, Inc. name to comply with this attribution requirement, you are prohibited from using our logos or other Marks, as set forth in these TOS.
- C. **License Agreements:** From time to time, your use of certain Content may be conditioned on your acceptance of license agreements relating to such Content. By acquiring or using the Content, you agree to such terms and conditions. We will provide notice of such license agreements (“License Notice”) at the bottom of such Content.
- D. **Original Form:** Any reproduction or display of the Content must be in the form originally downloaded from the App, without any editorial changes to the Content, except as otherwise allowed in these TOS, in the License Notice, or in written permission from ACORN. This provision does not, however, restrict excerpting portions of Content in a manner that does not alter the editorial intent.

Any unauthorized use of the Content automatically terminates any permission or license granted by ACORN. If you breach, or permit another person or entity to breach, any terms of this provision, we reserve the right to require that you immediately cease any use or distribution of the Content.

No obligation to Monitor; Reserved Rights.

We do not undertake any obligation to monitor, moderate, regulate, or prescreen (together, “monitor”) any information and/or data posted by any users of the App. Our removal of information and/or data in specific circumstances shall not be deemed a general undertaking to monitor.

You acknowledge that you may be exposed to information that you find offensive or otherwise objectionable.

We may provide information to help you identify certain postings as advertisements, but we cannot assure that we will be able to do so in all cases, and you ultimately are solely responsible for determining the validity and reliability of any information that you read on the App.

Although we do not actively monitor your use of the App, we reserve the unconditional right (but not the obligation) to remove, move, or edit any User Generated Content that we in our sole discretion may consider harmful, offensive, unprofessional, disruptive, or in violation of these TOS or any law, regulation, or agreement, including, without limitation:

1. User Generated Content that is or may be in violation of these TOS;
2. User Generated Content that reasonably could be construed as a violation of federal or state or applicable law prohibiting anti-competitive activities or unfair trade practices;
3. User Generated Content that infringes any other person’s or entity’s rights, including but not limited to proprietary, copyright, trademark, service mark, trade dress, or privacy-related rights.

We further reserve the unconditional right to:

1. Disclose your identity to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their privacy rights, in accordance with our [Privacy Policy](#)
2. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the App in accordance with our [Privacy Policy](#);
3. Change, terminate, or suspend the App, any features of the App, and/or any content or materials contained in the App, in any way, at any time and for any reason or no reason.
4. Require you to cease accessing any features, content, or materials of the App.

THESE RIGHTS WILL NOT BE CONSTRUED TO CREATE ANY LIABILITY TO ACORN IN CONNECTION WITH ANY CONTENT. You understand and agree that we have no liability or responsibility to you or any other person or entity for performance or nonperformance of such monitoring activities.

INTELLECTUAL PROPERTY

The App contains IP Content (as defined in these TOS) protected by copyright, trademark, and other laws (“Intellectual Property”), and ACORN and its licensors own and retain all rights in such Intellectual Property (see the User Generated Content section for ownership of User Generated Content). You have no rights in or to any Intellectual Property, and you shall not use any Intellectual Property except as specifically permitted under these TOS. You may not do or allow anyone else to do anything with the Intellectual Property that is not specifically permitted under these TOS. Any rights not expressly granted in these TOS are reserved.

IP Content. The information and materials displayed, provided, or otherwise made available through the App, directly or indirectly, including without limitation any and all Content, Marks (as defined in these TOS), icons, and links (together, the “IP Content”) are intended to educate and inform you. The App is owned and operated by ACORN, and the IP Content (and any intellectual property and other rights relating thereto) is and will remain the property of ACORN and its licensors, except as otherwise provided in these TOS. You acknowledge that you do not acquire any ownership rights by using the App. The IP Content and the selection, compilation, collection, arrangement, and assembly thereof are protected by U.S. and international copyright, trademark, and other laws, and you acknowledge that these rights are valid and enforceable.

Use of IP Content. The IP Content may be used solely to the extent necessary for your authorized use of the App, as provided in these TOS, or as expressly authorized in writing by ACORN or, if so indicated in writing by ACORN, its licensors or suppliers. Modification of the IP Content or use of the IP Content for any other purpose than permitted in these TOS is a violation of our copyright and other proprietary rights, and is strictly prohibited. We may change the App or delete IP Content or features at any time, in any way, for any or no reason, in our sole discretion. Unless otherwise specifically set forth in these TOS, on the App, or we give you written permission, you may use, access, download, and/or copy the IP Content (and print a single copy) only for your personal and non-commercial use, and you will not alter, erase, or otherwise obscure our copyright, trademark, proprietary, or other notices on the IP Content. You acknowledge and agree that the IP Content: is made available for informational, entertainment, and educational purposes only without representation or warranty of any kind; is not a substitute for legal advice or your professional judgment; and unless otherwise specifically specified on the App, should not be construed as an endorsement by or representation of the opinions of ACORN. We do not give legal advice. Your reliance upon any IP Content obtained by you on or through the App is solely at your own risk. You agree to comply with all notices and requirements accompanying third-party Material.

Marks. The trademarks, service marks, logos, slogans, brands, brand names, trade dress, trade names, domain names, and any other distinctive identification (together, the “Marks”) referenced on the App are either common-law service marks or trademarks or registered service marks or trademarks of ACORN or its licensors or suppliers and are protected by trademark laws in the United States and other countries, and international laws and treaties. The look and feel of the App, as well as all page headers, graphics, button icons, and scripts, is our proprietary trade dress and may not be copied, imitated, or used, in whole or in part, without our prior written consent.

Other names of actual companies and products mentioned on the App may be the trademarks of their respective owners, and reference to them does not suggest sponsorship or endorsement by or association with ACORN. Nothing contained in the App should be construed as granting, by implication or otherwise, any license or right to use any Marks displayed on the App. You are not permitted to use any Marks displayed on the App, including as metatags or any other “hidden text” utilizing Marks of ACORN and/or its licensors, without prior written permission of ACORN or such third party that may own the Mark. The Marks may not be used in connection with any product or service that does not belong to us, or in any manner that is likely to cause confusion among customers, or in any manner that may disparage or discredit us.

Our current Marks include but are not limited to: ACORN, ADDISON COUNTY RELOCALIZATION NETWORK, design marks.

Copyrights. Except as otherwise provided in these TOS, the Content as well as the underlying programming code to create the App is owned by us (or licensed to us), is protected under U.S. and international copyright law and other intellectual property law, and may not be copied, reproduced, distributed, modified, or publicly displayed without our prior written permission. Nothing contained herein grants or shall be construed to grant you any rights to use any of the Content or its underlying programming code. You may request permission by contacting us as provided [here](#).

Copyright Notice. All contents of the App are: © 2020-2021 Addison County Relocalization Network, Inc. All rights reserved.

Copyright Complaints. We respect the intellectual property rights of others, and we ask all users of the App to do the same. It is our policy not to permit materials known by us to infringe another party’s copyright to remain on the App. If you believe that your work has been copied and is accessible on the App in a way that constitutes copyright infringement, or that the App contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify us by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512) to our copyright agent set forth below:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit ACORN to locate the material;
- Information reasonably sufficient to permit ACORN to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;

- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright Agent: ACORN, P.O. Box 65, Middlebury, VT 05753, info@acornvt.org, Attn: Copyright Agent.

Feedback. We welcome your comments and feedback about the App. You agree that, by sharing such feedback with us, you grant to us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the App any suggestions, enhancement requests, recommendations, corrections, or other feedback you provide relating to the App.

Unsolicited idea submission. Note that we do not accept or consider unsolicited submissions concerning our business or operations, including, but not limited to, original ideas for new advertising campaigns, promotions, products, services, technologies, processes, materials, marketing plans, or new product/service names. Please do not send us such submissions. The purpose of this policy is to avoid potential misunderstandings or disputes when our services, products, or marketing strategies appear similar to ideas submitted to us. All such submissions to us are considered the property of ACORN. We do not have an obligation to protect the confidentiality of any such submissions. We will exclusively own all known or later-existing rights in and to such submissions worldwide, and we will be entitled to the unrestricted use of any such submissions for any purpose, without compensation to you or any third-party provider of such submissions.

LINKS TO WEBSITES, INTEGRATION WITH THIRD-PARTY APPLICATIONS

Links to Third-Party Sites. The App may provide links to other websites or resources (the “Linked Sites”). The Linked Sites are not under the control of ACORN, and we are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, any advertising, products, services, or other materials on or otherwise made available via such Linked Sites. ACORN is not responsible for webcasting or any other form of transmission received from any Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the Linked Site or any association with its operators. When you access any third-party websites, you do so at your own risk. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products, or services made available on or through any Linked Site.

Links to ACORN Website and App. You are granted a limited, revocable, and nonexclusive right to create hyperlinks to the home page of the ACORN Website (located at <http://www.acornvt.org/>) and our web-based applications so long as the links do not portray

ACORN and its affiliates, or their products or services, in a false, misleading, derogatory, or otherwise offensive manner.

Integration with Third Party Applications.

The App may contain features designed to interoperate with Third-Party Applications (as defined below). If you wish to use such features, you may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party Application available for interoperation with the App, we may cease making such Third-Party Applications available on the App. You acknowledge and agree that we are not the provider of the Third-Party Applications and that we disclaim any and all liability arising out of your use of the Third-Party Applications. For purposes of these TOS, “Third-Party Application” shall mean online applications and offline software products that are provided by entities or individuals other than us, and that interoperate with the App, including without limitation the hosting services provided by Amazon Web Services or any other company used by us for cloud hosting services for the App.

In addition to these TOS, your use of the App is governed by the following terms of use and privacy policies because the App makes use of their platforms:

Service	Web address of terms of use	Web address of privacy policy
Google Maps API	Google Maps/Earth Additional Terms of Service – Google	https://policies.google.com/privacy?hl=en-US
Google Cloud Platform	Google Cloud Platform Terms of Service	https://policies.google.com/privacy?hl=en-US

ADVERTISERS

ACORN may permit certain third parties (“Advertisers”) to display advertisements and other information (“Advertisements”) in certain areas of the App. Third parties that want to be Advertisers should contact [ACORN](#) to learn more about how to become an Advertiser on the App.

As an Advertiser, you grant to ACORN a limited license to display your Advertisements on or through the App, pursuant to any terms and conditions separately agreed upon by ACORN and Advertiser. You have full and sole responsibility for any Advertisements you place on the App and any services or products advertised through those Advertisements. You agree that your Advertisements are subject to our Digital Millennium Copyright Act (“DMCA”) provisions in

these TOS, and you understand and agree there will be no refund or other compensation for any DMCA takedown-related issues. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

We Do Not Claim Ownership of Advertisements. We do not assert any ownership over any Advertisements; rather, subject to any rights granted to us in these TOS, you retain full ownership of your Advertisements and any intellectual property rights and other proprietary rights associated with your Advertisements. You are solely responsible for protecting your intellectual property rights in your Advertisements. We cannot and do not assume responsibility for controlling, monitoring, or enforcing your intellectual property rights.

Your Representations and Warranties with Respect to Advertisements. You acknowledge that any grant of license in these TOS is supported by good, valuable, and sufficient consideration. By providing any Advertisements, you represent and warrant that: (a) you own the Advertisements or otherwise have the right to grant the license set forth in these TOS; (b) the posting of your Advertisements on or through the App does not violate the copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity; and (c) you have read and understood these TOS and your Advertisement fully complies with these TOS and applicable laws.

You Are Legally Responsible for Your Advertisements. Failure to comply with these TOS may expose you to liability to us and liability to individuals or legal entities whose copyrights or other rights have been violated. **We strongly recommend that you review these TOS regularly and contact us first if you have any questions about the suitability of Advertisements you wish to post.** You expressly agree that we have no responsibility for or control over the Advertisements you may post on or through the App.

ACCESSIBILITY

At ACORN, we strive to improve access for people with disabilities and to lower barriers to access for all.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ACORN OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, SUPPLIERS, OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THE USE OR PERFORMANCE OF THE APP, WITH THE DELAY OR INABILITY TO USE THE APP, THE PROVISION OF OR FAILURE TO PROVIDE THE APP, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, CONTENT, AND RELATED GRAPHICS OBTAINED THROUGH THE APP, INCLUDING BUT NOT LIMITED TO USER GENERATED CONTENT AND ADVERTISEMENTS, OR OTHERWISE ARISING OUT OF THE USE OF THE APP, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, WHETHER OR NOT ACORN KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES, EVEN IF ACORN OR ANY OF ITS AFFILIATES, LICENSORS, OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE APP, OR WITH ANY OF THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE APP, INCLUDING ANY AND ALL CONTENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN THE EVENT YOU HAVE ANY DISPUTE WITH ONE OR MORE THIRD PARTIES AS A RESULT OF YOUR USE OF THE APP, INCLUDING ANY CONTENT (INCLUDING BUT NOT LIMITED TO USER GENERATED CONTENT AND ADVERTISEMENTS), OR ARE IN ANY WAY DAMAGED AS A RESULT OF ANY THIRD PARTY IN CONNECTION THEREWITH, YOU HEREBY RELEASE AND COVENANT NOT TO SUE OR OTHERWISE MAKE A CLAIM, DEMAND, OR FILE ANY LEGAL ACTION OR INSTITUTE ANY LEGAL OR REGULATORY PROCEEDINGS AGAINST ACORN, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, SUPPLIERS, OR OTHER REPRESENTATIVES FOR ANY CLAIMS, ACTIONS, DEMANDS, OR DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL), OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHETHER FORESEEABLE OR NOT, DISCLOSED OR UNDISCLOSED. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

YOU ACKNOWLEDGE AND AGREE THAT ACORN WOULD NOT HAVE PROVIDED THE APP BUT FOR THESE DISCLAIMERS OF LIABILITY, AND YOU AGREE THAT THE TERMS ARE REASONABLE.

INDEMNIFICATION

Except as prohibited by applicable law, you shall defend, indemnify, and hold harmless ACORN and its licensors, suppliers, and affiliates, and their respective officers, directors, employees, and agents from any loss, liability, claim, or demand, direct, indirect, punitive, special, incidental, or consequential damage, however it arises (including attorneys' fees and all related costs and expenses of litigation, or at trial or on appeal, if any, whether or not litigation is instituted), whether in an action of contract, negligence, other tortious action, or other legal action, or arising out of or in connection with these TOS, including without limitation any claim for personal injury or property damage, arising from or related to: (i) your use of the App, including any Content and Advertisements; (ii) your violation of any provision of these TOS; (iii) your violation of any third-party right, including without limitation any copyright, property right, privacy right, or other Intellectual Property right; and/or (iv) any claim that your User Generated Content or your Advertisements (if you are an Advertiser) caused damage to any third party. We may, if necessary, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement that may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any such claim or action. This defense and indemnification obligation will survive termination of these TOS and your use of the App.

TERMINATION

These TOS are effective unless and until terminated by either you or ACORN. We may terminate these TOS, including restricting, suspending, or terminating your access to and use of the App, including any Content, immediately and without notice or liability, with or without cause, in our sole discretion, and it will not limit any other rights or remedies that are available to us. You may terminate this Agreement at any time by ceasing to use or access the App. Termination, including cessation of your use of and access to the App, is your sole right and exclusive remedy if you are not satisfied with these TOS or the App. Upon the effective date of any such termination, your right to access and use the App, including any Content, shall immediately cease.

REQUIREMENTS FOR USE OF THE APP

Minimum age. You must be at least thirteen (13) years old to use the App, and by using the App, you represent and warrant that you are at least thirteen (13) years old. Any use of the App by anyone under thirteen (13) years old is unauthorized and is a violation of these TOS.

App for use by U.S. residents only. The App is owned and operated by Addison County Relocalization Network, Inc. from its offices in the State of Vermont, United States of America, and is not intended to subject ACORN to the laws or jurisdiction of any state, country, or territory other than Vermont and the United States of America. The App is designed to comply with the laws of the State of Vermont and the United States, and it is intended for access and use only by U.S. residents. Access to and use of the App may not be legal by certain persons or in certain countries. If you use or access the App, including any Content provided through the App, outside of the United States, you do so on your own initiative and you are solely responsible for compliance with the laws and regulations of your jurisdiction as well as these TOS. The App may contain links to other websites, some of which may be outside the U.S. Those other websites may have information that is appropriate only to the particular originating country or region where such other website is based. You should not construe anything on the App as a promotion of or solicitation for any product or service or for the use of any product or service that is not authorized by the laws and regulations of the United States. ACORN makes no representation that materials on the App are appropriate or available for use in other locations.

Jurisdiction. These TOS and your use of the App are governed by the laws of the State of Vermont, United States of America, without regard to its conflicts of law provisions. The state and federal courts of Vermont have sole and exclusive jurisdiction to resolve any actions or claims arising out of or in connection with your use of the App, your breach of the TOS, or arising from any breach of your representations and warranties set forth in the TOS. You submit to the jurisdiction of such courts for such purpose and agree not to contest venue as appropriate in the State of Vermont.

Special Provisions Relating to Users Outside of the United States. The following provisions apply to users outside the United States: (a) You consent to having your personal data transferred to and processed in the United States; and (b) If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals, you are not permitted to engage in commercial activities on the Community or App.

GENERAL PROVISIONS

Entire agreement; Amendment. These TOS, together any agreements incorporated by reference, including but not limited to the [Privacy Policy](#), are the entire legal agreement between you and ACORN in relation to your use of the App, and they supersede and replace all prior arrangements and agreements relating the same. Any amendment to these TOS must be made in writing and signed by us.

Severability. If any provision of these TOS shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these TOS and shall not affect the validity and enforceability of any remaining provisions, which will remain in full force and effect.

Waiver. If ACORN does not exercise or enforce any legal right or remedy that is contained in these TOS (or that ACORN has the benefit of under any applicable law), this will not be taken to be a formal waiver of ACORN's rights, and those rights or remedies will still be available to ACORN.

Assignment. You may not assign (or grant a sub-license of or otherwise transfer any part of) your rights under these TOS without our prior written permission, and any attempt by you to do so shall be void. All of our rights and obligations under these TOS are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Survival. Any provision of these TOS that by its nature must survive the termination of these TOS in order to give effect to its meaning shall survive such termination. This includes but is not limited to provisions regarding intellectual property, use of Content, proprietary rights, liability, representations, warranties, disclaimers, limitation of liability, release, indemnification, choice of law, venue, termination, dispute resolution, general provisions.

Compliance with Law. Nothing in these TOS shall prevent us from complying with the law.

Headings. Headings used in these TOS are for reference purposes only and in no way define or limit the scope of the provision.

No Third-Party Rights. These TOS do not confer any third-party beneficiary rights.

Choice of Law; Dispute Resolution. These TOS and the relationship between you and us shall be governed by the laws of the State of Vermont, without regard to its conflict of laws provisions. Any dispute arising out of or in connection with these TOS shall be heard exclusively by the state or federal courts sitting in Chittenden County, Vermont. You hereby submit to the personal jurisdiction of those courts and waive any objection as to venue or the convenience of those courts. Any claim with respect to your use of this App, including any Content, or these TOS must be brought within one (1) year of the date that such claim arises. In the event ACORN is forced to enforce its rights against you, in addition to any other remedies, you agree to pay ACORN's reasonable costs, including attorneys' fees and costs of suit. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. You waive any right to a jury trial.

CONTACT US

Content-Related and General Matters. To provide Feedback, obtain information about commercial use of Content, obtain other information about the App or the Content:

Email us at: info@acornvt.org

Write us at: P.O. Box 65 Middlebury, VT 05753

Call us at: 802-382-0401

Accessibility-Related Matters. Regarding any accessibility-related matters, please contact ACORN as follows:

Email us at: info@acornvt.org

Write us at: P.O. Box 65 Middlebury, VT 05753

Call us at: 802-382-0401

Legal matters. For any legal matters, including questions or comments about these TOS, notices of violations of these TOS, or claims of copyright infringement:

Email us at: info@acornvt.org

Write us at: P.O. Box 65 Middlebury, VT 05753

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