

Create Climate Justice Net TERMS OF SERVICE and USER AGREEMENT

Last updated: May 22, 2018

Definitions

Agreement: [CCJnet User Agreement](#)

Best Practices: [CCJnet User Security Best Practices Guide](#)

Community Culture Agreement: [CCJnet Community Culture Agreement](#)

CCJnet: [Create Climate Justice Net](#)

CCJnet Administrators: Users of CCJnet who have administrative access to activate and deactivate or remove User accounts and/or activity

CreateClimateJustice.net: Website address for the CCJnet

Groups: Defined spaces on the CCJnet where Users who are members of the group can have conversations, share resources, and post events

Group Moderators: Users of CCJnet who are responsible for moderation of Group activities such as reviewing, adding and/or removing group members, events, resources, and conversations in accordance to the User Agreement and Best Practices

Terms of Service: [CCJnet Terms of Service](#)

User: A person registered with and using the CCJnet content or services

UUA: [Unitarian Universalist Association](#)

UUMFE: Seventh Principle Project of the UUA dba [Unitarian Universalist Ministry For Earth](#)

Summary

The following outlines the [Terms of Service and User Agreement](#) that all Users must agree to prior to using the Create Climate Justice Net (CCJnet). Users also agree to review and abide by the [CCJnet User Security Best Practices Guide](#) and [CCJnet Community Culture Agreement](#). Access to and continued use of the CCJnet is expressly conditioned upon acceptance of this Agreement's terms. If a User does not agree to these terms, the User will not be able to create an account on CCJnet and will not be able to access CCJnet content and services.

The Terms of Service should not be ignored by any User. Abiding by these terms helps ensure that all Users and the UUA, UUMFE, and CCJnet are protected to the greatest extent possible against potential harms from misuse of the CCJnet. Nevertheless, this Agreement and a User's observance of this agreement do not guarantee protection from potential misuse of the CCJnet.

Violation of the terms of service or behavior that does not comply with the [Best Practices](#) and [Community Culture Agreement](#) may result in immediate removal or suspension of a User or entire Group from the CCJnet. Group Moderators and CCJnet Administrators have the sole discretion to remove or suspend Groups or Users from Groups for violation of the Terms of Service, Community Culture Agreement, or Best Practices. UUMFE, UUA, and CCJnet Administrators have the

sole discretion to remove or suspend content and/or User accounts from CCJnet for violation of the Terms of Service, Community Culture Agreement, or Best Practices. Individual User and Group violations of this Agreement or Best Practices puts other Users and the UUA, UUMFE and the CCJnet at risk.

Ownership and responsibility for content

All content, whether created through private messaging, public posts, or semi-public posts, is the responsibility of the User that generated or otherwise disseminated such content. CCJnet Administrators, UUMFE, and UUA are not responsible for content or activity posted by Users. Users agree that any and all content posted by the User is the sole responsibility of the User and User accepts sole responsibility for content posted and the consequences of such content.

Refraining from certain activities

User shall refrain from organizing or planning illegal activities on the CCJnet. Users are prohibited from using the CCJnet to organize actions or events for the purpose of coordinating, directing, inducing, or otherwise planning civil disobedience or other actions in which a User or Users intend to violate local, state or federal law.

Users will not post any content or engage in any activity on the CCJnet that:

- 1) Reveals the User's own password or the password of others;
- 2) Is abusive, defamatory, pornographic, threatening, or obscene;
- 3) Knowingly contains malicious software (such as malware, trojan horses, or viruses);
- 4) Impersonates other individuals or organizations;
- 5) Involves commercial or for-profit sales activities;
- 6) Interferes or attempts to interfere with the CCJnet system, network, CCJnet security components, authentication measures, or other protection measures put in place by UUA, UUMFE, and CCJnet Administrators;
- 7) Is harassing;
- 8) Could reasonably be construed as "spam";
- 9) Accuses other User(s) of participating in or planning any illegal act if the accused has not been convicted or charged with a crime related to that act or that the accused has not publicly announced participation in; or
- 10) Violates the [Community Culture Agreement](#).

Account Termination

Violation of any of these Terms of Service or failure to comply with the CCJnet Community Culture Agreement and Best Practices may result in suspension or removal of the User's account. UUMFE and UUA reserve the right to suspend or terminate any User account at any time and for any reason.

Limitation on Liability

User agrees that CCJnet, UUMFE, and UUA, or its affiliates are not liable to the User or to any other party for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, regardless of whether CCJnet, UUMFE and UUA or its affiliates were advised of the possibility of such damage.

Choice and Forum of Law

User agrees that these Terms of Service and use of the CCJnet is governed by the law of the State of Virginia and any claim or dispute shall be resolved in the Arlington Circuit Court for Arlington, Virginia. User agrees that the English language version of the Terms of Service, User Agreement, Community Culture Agreement and Best Practices are controlling in any claim or dispute.

Digital Millennium Copyright Act

The CCJnet, UUMFE and UUA comply with the Digital Millennium Copyright Act's notice and take-down procedures. DMCA complaints should be addressed to: Create Climate Justice Net Administrators, info@createclimatejustice.net, (503) 595-9392.

Users shall not post copyrighted material without permission from the copyright owner. It is the policy of the CCJnet, UUMFE and UUA to take reasonable steps within its power to suspend and remove accounts of Users who engage in copyright infringement.

No Warranty

User agrees that CCJnet, UUMFE and UUA provides the CCJnet service "as is" and that provision of the CCJnet is without any warranty, express, implied, or statutory. CCJnet, UUMFE and UUA specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. CCJnet, UUMFE and UUA make no warranty as to the reliability, accessibility, or quality of CCJnet services. User agrees that the use of the CCJnet is at the sole and exclusive risk of the User.

Changes to this Policy

UUA, UUMFE and the CCJnet reserve the right to make non-substantive changes to this policy at any time without advance notice. UUA, UUMFE and the CCJnet, however, will make reasonable efforts to inform all Users of changes to this policy. Substantive changes to this policy will require Users to agree to such changes. A User's agreement to substantive changes is evidenced by either 1) after prominent notice on the [CCJnet website](#), a User's continued use of the CCJnet, or 2) the User's explicit agreement through an affirmative act of agreement such as a read-and-click-through agreement.