



TERMS OF USE

Last modified March 18, 2024

1. **Introduction.** Welcome to the Rebuilding Together Sandoval County Sandoval County's Web site ("Site"). Rebuilding Together Sandoval County's ("RTSC", "we", "our") operates the Site to inform the public of our services.

2. **Acceptance of Agreement; Changes to Agreement.** Our Terms of Use and our [Privacy Policy](#) (together, "Agreement") govern use of our Site. Please read the entire Agreement carefully. By entering the Site or by providing any content or information for the Site, you agree to comply with and be bound by this Agreement. We reserve the right to modify this Agreement at any time. Your use of the Site indicates that you agree to the Terms of Use.

3. **Privacy.** Please be sure to review Rebuilding Together Sandoval County Sandoval County's [Privacy Policy](#), which forms a part of this Agreement.

4. **User Accounts.** If you register for a user account ("Account"), you are responsible for maintaining the confidentiality of the username and password associated with your Account and for all activity under your Account. Please notify us immediately if you become aware that anyone has gained unauthorized access to your Account.

5. Use of Site and Its Contents.

(A) Lawful Purposes. You may not use the Site or any of its contents for any unlawful purposes or in any way that would violate (i) any applicable law or regulation or (ii) the rights of Rebuilding Together Sandoval County or any third party.

(B) Copyright; Use of the Site's Contents. Rebuilding Together Sandoval County or its licensors own all rights, including copyright, in the Site's contents. Without prior written authorization from us, you may not reproduce, distribute, modify, publicly display or perform the Site's content. Without such authorization, you may also not incorporate into a database or compilation, decompile, disassemble, reverse engineer, or otherwise use any of the Site's computer programs.

(C) Access from other Countries. Rebuilding Together Sandoval County expressly disclaims any representation, warranty, or covenant that the Site or any of its contents are appropriate in locations outside the United States. If you choose to access the Site from other locations, you do so at your own risk and are solely responsible for compliance with all applicable laws. You may not access the Site from any location where doing so would be illegal.

6. **RTSC Trademarks.** "Rebuilding Together Sandoval County," Rebuilding Together Sandoval County logo, and other Rebuilding Together Sandoval County indicia of source used on the Site are owned by Rebuilding Together Sandoval County ("Rebuilding Together Sandoval County Trademarks"). You may not use Rebuilding Together Sandoval County Trademarks without our prior written consent.

Additionally, you may not use Rebuilding Together Sandoval County Trademarks in any manner that (a) will likely cause confusion about the source of any product or service, (b) dilutes any Rebuilding Together Sandoval County Trademark, (c) implies that Rebuilding Together Sandoval County sponsors, endorses, or is affiliated with any third-party activity, or (d) disparages or discredits Rebuilding Together Sandoval County or any of its officers or personnel. You may not register any domain names containing any Rebuilding Together Sandoval County Trademarks without our prior written consent.

7. Notice and Procedure for Making Claims of Copyright Infringement.

(A) Infringing Material on the Site. Rebuilding Together Sandoval County intends that all material on the Site does not violate the copyright or other proprietary rights of third parties. However, if you believe that any material on the Site infringes your copyright, then you may request the removal of those materials from the Site in accordance with the Copyright Act, 17 U.S.C. Section 512(c)(3), and the procedures described below.

(B) Agent for Receiving Notices of Claimed Infringement. A notice of infringing material that complies with the Copyright Act, 17 U.S.C. Section 512(c)(3) ("Notice") must be sent to the agent Rebuilding Together Sandoval County has designated with the Copyright Office:

Brad Wood, President, Board of Directors, P.O. Box 1913, Bernalillo, NM 87004, (505) 896-3041

(C) Content of Notice of Claimed Infringement. To comply with the Copyright Act, your Notice must be in writing and must include the following:

- (i) A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) 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 Rebuilding Together Sandoval County to locate the material;
- (iv) Information reasonably sufficient to permit Rebuilding Together Sandoval County to contact you, such as an address, telephone number, and, if available, an email address at which you may be contacted;
- (v) A statement that you have 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
- (vi) A statement that the information in the notification is accurate and made under penalty of perjury, and that you are the owner, or authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

8. External Links. The Site provides links to partner Web sites and other outside sources. Rebuilding Together Sandoval County is not responsible for these third-party sites or their content, activities, or privacy practices. You should read the privacy policies and terms of use that apply to those sites.

9. Disclaimers of Warranties. THE SITE AND ALL ITS CONTENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." REBUILDING TOGETHER SANDOVAL COUNTY DOES NOT WARRANT THAT THE SITE OR ANY OF ITS CONTENTS WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, AND INACCURACIES IN THE SITE OR ITS CONTENTS. REBUILDING TOGETHER SANDOVAL COUNTY MAKES NO REPRESENTATIONS, WARRANTIES, OR COVENANTS ABOUT THE ACCURACY,

COMPLETENESS, TIMELINESS, RELIABILITY, OR NON-INFRINGEMENT OF ANY OF THE SITE'S CONTENTS OR ANYTHING ACCESSIBLE THROUGH LINKS TO OTHER WEB SITES. REBUILDING TOGETHER SANDOVAL COUNTY RESERVES THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS ON THE SITE.

ALTHOUGH REBUILDING TOGETHER SANDOVAL COUNTY INTENDS TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES, WORMS, "TROJAN HORSES" OR OTHER MALICIOUS CODE TO THE SITE, REBUILDING TOGETHER SANDOVAL COUNTY DOES NOT GUARANTEE OR WARRANT THAT THE SITE IS FREE FROM SUCH DESTRUCTIVE FEATURES, AND REBUILDING TOGETHER SANDOVAL COUNTY IS NOT LIABLE FOR ANY DAMAGE OR HARM ATTRIBUTABLE TO SUCH FEATURES.

10. Limitation of Liability. Rebuilding Together Sandoval County and its directors, officers, employees, and agents are not liable for any claim of any nature whatsoever based on loss or injury because of errors, omissions, interruptions, or inaccuracies in the Site or its contents, including loss or injury that results from your breach of any provision of this Agreement.

Under no circumstances will Rebuilding Together Sandoval County or its directors, officers, employees, or agents be liable for any direct, indirect, incidental, consequential, special, punitive, exemplary, or statutory damages (including lost revenues or profits, loss of business or loss of data) arising out of or in connection with your use of the Site, its contents, or this Agreement (even if Rebuilding Together Sandoval County has been advised of the possibility of such damages and no matter if the alleged liability is based on contract, tort (including negligence of any kind), strict liability or any other legal or equitable theory). You specifically acknowledge that Rebuilding Together Sandoval County shall not be liable for your submission of content and participation in any Forums, or the defamatory, offensive, or illegal conduct of any third party and that risk of harm or damage from the foregoing rests entirely with you.

Some states do not allow the limitation of liability for certain kinds of damages, so some of these limitations or exclusions may not apply to you.

11. Release and Indemnity. For good and valuable consideration, the receipt and sufficiency of which you acknowledge by your entry to the Site, you agree to release and waive any and all claims and/or liability against Rebuilding Together Sandoval County, and its current and former trustees, officers, staff, consultants, and agents, if any, arising from or in connection with your use of Rebuilding Together Sandoval County's Site. You also agree to indemnify and hold Rebuilding Together Sandoval County and its current and former trustees, officers, staff, consultants, and agents, if any, ("Rebuilding Together Sandoval County Indemnitees") harmless from any liability, loss, damage or expense (including reasonable attorneys' fees and costs) that any Rebuilding Together Sandoval County Indemnitee may incur based in any way on your use of the Site (including its contents), your breach of this Agreement, and your violation of the rights of a third party or any laws.

12. General Provisions.

(A) Assignment. You may not assign this Agreement or any of your obligations under it without Rebuilding Together Sandoval County's prior written consent; any attempted assignment in violation of this provision is null and void. Rebuilding Together Sandoval County may assign this Agreement and any of its obligations under it at any time for any reason.

(B) Relationship of Parties. You and Rebuilding Together Sandoval County are independent contractors, and this Agreement does not serve to create a joint venture, employee, partnership, agency or similar relationship between you and Rebuilding Together Sandoval County.

(C) Binding and Entire Agreement; English Language. This Terms of Use and our [Privacy Statement](#) constitutes the entire agreement between you and Rebuilding Together Sandoval County and

supersedes all other agreements or understandings, whether oral or written, concerning its subject matter. You consent to the use of the English language in this Agreement and all documents or notices relating to the Agreement or the Site.

(D) Governing Law. This Agreement is governed by the laws of the state of New Mexico applicable to contracts made and wholly performed there. Any dispute arising from or related to this Agreement shall be brought exclusively in any state or federal court in New Mexico and you hereby consent to the exclusive jurisdiction of those courts and waive any objection of any kind to venue.

(E) Including. The word "including" as used in this Agreement means "including, without being limited to."

(F) Severability. If any provision of this Agreement is determined to be unenforceable for any reason, then the unenforceable provision will be disregarded and the remaining Agreement will be enforceable to the fullest extent permitted by law.

(G) No Waiver. Rebuilding Together Sandoval County's failure to enforce this Agreement in every instance in which it might apply is not a waiver of any of Rebuilding Together Sandoval County's rights, and Rebuilding Together Sandoval County reserves its right to take all legal steps available to enforce the provisions of this Agreement.

(H) Survival. The following provisions survive any termination of this Agreement: Paragraphs 2, 4, 5(B), 6, 7, 9, 10, 11, 12, and any other provision that by its terms contemplates survival.

(I) Force Majeure. If Rebuilding Together Sandoval County is unable to perform any of its obligations due to any cause beyond its reasonable control, whether foreseen or unforeseen, including computer, telecommunications or other equipment failures, electrical power failures, strikes, labor disputes, shortage of labor or materials, civil disturbances, pandemics, fires, floods, storms, explosions, acts of God, war, terrorist acts, governmental actions, non-performance of third parties or similar reasons, then Rebuilding Together Sandoval County's performance will be excused until a reasonable time following the end of the cause.

(J) Notice. Any notice provided to Rebuilding Together Sandoval County under this Agreement is effective only upon receipt at one of the addresses listed under "Contact Us" below. Any notice or other communication provided to you regarding your use of the Site may be provided to you electronically and is effective upon distribution, but Rebuilding Together Sandoval County reserves the right to provide notices and communications in hard copy or other formats.

13. **Contact Us.** If you have any questions about the Site or this Agreement, please contact us at communications@rebuildingtogether.org, or by postal mail at P.O. Box 1913, Bernalillo, NM 87004.