Terms of Use

These Terms of Use, along with the Privacy Policy, apply to all of Saw Mill River Audubon Society’s (“SMRA,” “we,” “us” or “our”) digital platforms, including this website and at SMRA’s social media sites (“Media”). These Terms of Use apply also to in-person interactions with SMRA, including participation in our field trips, workshops, classes, and public programs. By accessing and using our Media, you agree to be bound to these Terms of Use. We may modify, add to, or delete portions of these Terms of Use at any time, and any modifications, additions or deletions to these terms will become immediately, prospectively effective upon posting. Please review these Terms of Use regularly. You agree that your continued use of the Media sites following posting of updated Terms of Use constitutes your consent to any changes.

Additionally, while we are an entity separate from the National Audubon Society, our Media contains several references and hyperlinks to the National Audubon Society’s digital platforms, websites and social media sites. You are advised to review the National Audubon Society’s Terms of Use.

Participation in SMRA Activities

As part of our mission to maintain environmental quality by protecting natural ecosystems through education, advocacy and habitat conservation, we organize field trips, workshops, classes, and public programs. Additionally, our wildlife sanctuaries are open to visitors. If you choose to participate in one of our field trips, workshops, classes, or public programs, or if you visit one of our wildlife sanctuaries, you acknowledge the inherent physical dangers, including, but not limited to, physical injuries resulting from over-exertion and trips and falls in hiking and other outdoors activities and agree to hold harmless SMRA, its directors, members, employees, agents and affiliates for any personal injuries suffered in connection with your participation in an SMRA field trip, workshop, class, or public program, or your visit of one of our wildlife sanctuaries.

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Permitted Use of Media Materials
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Posting Content to Media
We welcome your participation in and contributions to our social media networks. By submitting to us for review, uploading or otherwise transmitting comments, pictures, videos, audio files or any other material (“Posted Materials”) to our social media networks (“post,” “to post” or “posting”) you are agreeing to the following terms:

Our social media networks are to be used solely for non-commercial purposes. You may not use our social media networks to post Posted Materials containing any advertisements or solicitations for funds, good or services.

You may not post Material that is defamatory, obscene, hateful, harassing, or discriminatory, or that is a violation of any law, including those protecting privacy, publicity, trade secrets, copyrights, and trademarks.

We are not under any obligation to monitor the Materials and Posted Materials, residing on or transmitted to our Media; however, we may, at our discretion and without warning, modify, remove or reject any Posted Materials for any reason, including to prevent the violation of our rights or the rights of other parties, to comply with any law, regulation or other government request, or to operate our Media properly. In addition, we review and then approve or deny, as the case may be, all Posts to our Facebook page. We may deny Posts for any reason or no reason. Furthermore, we may later delete Posts which we have previously approved.

By Posting Posted Material to our social media sites, you represent and warrant that you are the sole owner of all rights in the Posted Materials (including all copyrights) and/or that you have the right to license the Posted Material to SMRA for all the uses contemplated herein; and no part to the Posted Materials will infringe upon or violate any publicity, privacy, patent, copyright, trademark, or other proprietary rights of any third parties.
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You may not link to, post, upload, or transmit any software or other Posted Material that contains malware, including, but not limited to, viruses, trojan horses, worms, spyware, adware, ransomware or other harmful malicious code. You may not use SMRA’s social media networks to distribute chain letters, mass mailings, or spam or to gather email addresses for the purpose of sending spam to other users.

You must be at least 13 years old to Post Posted Materials on our social media networks. Additionally, please be advised that you must be at least 13 years old to use for any purpose certain platforms, such as Facebook on which our social media networks are hosted. You are advised to review these platforms’ terms of use.

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Additionally, through your participation in one of our field trips, workshops, classes, or public programs, you consent to our unrestricted use in our promotional and marketing materials of any photographs, videos or audio recordings created in connection with the field trip, workshop, class, or public program containing you or your likeness.

Copyright Agent
If you believe that your work has been reproduced on SMRA’s Media without permission, please contact Anne Swaim at office@sawmillriveraudubon.org and be prepared to provide:

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- Your contact information, including your name, email address, and phone number;
- A signed statement that you are the copyright owner or an authorized agent of the copyright owner, and that you have a good-faith belief that the material as posted on the Media is not authorized by the copyright owner, its agent, or the law; and
- A signed statement, under penalty of perjury, that the information you have provided is truthful and accurate.

Applicable Law and Jurisdiction
These Terms of Use, along with the Privacy Policy, shall be governed in accordance with the laws of the State of New York, without regard to principles of conflict of laws. Any dispute arising out of, in connection with, or related to these Terms of Use or your use of SMRA’s Media, shall be brought in any Federal or State Court located in Westchester County and the State of New York, and the parties hereby waive any objection that they may have to personal jurisdiction in these courts.

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