

Terms of Use

Acceptance of the Terms of Use

These Terms of Use are entered into by and between you and The Clean Mobility Development Collaborative ("CMDC," "we," or "us"). The following terms and conditions, together with any documents incorporated by reference (collectively, these “**Terms of Use**”), govern your access to and use of this website, including any content, functionality, and services offered on or through the website (the “**Website**”), whether as a guest or registered user.

By using the Website or by clicking to accept or agree to these Terms of Use, you accept and agree to be bound by them and by our Privacy Policy, incorporated herein by reference. If you do not agree, you must not access or use the Website.

This Website is offered to users who are at least 18 years of age and reside in the United States or its territories. By using the Website, you represent and warrant that you meet these eligibility requirements.

Purpose of the Website

The CMDC is a nonprofit partnership focused on advancing sustainable mobility solutions. This Website is intended to share research, project updates, and collaborative resources among members, stakeholders, and the public.

Changes to the Terms of Use

CMDC may revise and update these Terms of Use at any time in its sole discretion. All changes are effective immediately upon posting and apply to all access and use thereafter. Continued use of the Website following such posting means you accept and agree to the changes.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website or any service or material provided on it without notice. We are not liable if any part of the Website becomes unavailable. From time to time, we may restrict access to some or all parts of the Website to users, including registered users.

You are responsible for making necessary arrangements for access to the Website and ensuring that anyone accessing it through your internet connection complies with these Terms. If registration or account creation is required, you must provide current, complete, and accurate information and maintain confidentiality of your account credentials.

Intellectual Property Rights

The Website and its entire content, including text, graphics, images, logos, videos, software, and design, are owned by CMDC, its licensors, or other content providers, and are protected under U.S. and international copyright, trademark, and other laws.

Some content may be provided by collaborating institutions or project partners. CMDC respects all third-party intellectual property rights and does not claim ownership of such materials.

These Terms allow you to use the Website for your personal, non-commercial purposes only.

Trademarks

Unless otherwise indicated, all CMDC names, logos, and related marks displayed on this Website are trademarks of CMDC or are used under license. You may not use such marks without prior written consent.

Prohibited Uses

You agree not to use the Website:

- In violation of any applicable law or regulation;
- To send unauthorized advertising or spam;
- To impersonate CMDC or any person or entity;
- To engage in conduct that restricts or inhibits others' use of the Website or that may harm CMDC or its users;
- To introduce malicious code or attempt to gain unauthorized access to any systems related to the Website.

You must not use any robot, spider, or automated means to access the Website for monitoring, copying, or scraping purposes without our written consent.

User Contributions

The Website may include interactive features that allow users to post or share content ("User Contributions"). Any User Contributions must comply with applicable laws and our Content Standards.

By posting any content, you grant CMDC a worldwide, non-exclusive, royalty-free license to use, display, reproduce, and distribute that content for purposes consistent with CMDC's mission. You represent that you own or control all rights to your content and that it does not violate any third-party rights.

Monitoring and Enforcement

We reserve the right to remove or refuse to post any User Contributions for any reason, including violations of these Terms. CMDC may take legal action for unlawful or unauthorized use of the Website and cooperate with law enforcement if required.

CMDC reserves the right to suspend or terminate access to the Website at its discretion for maintenance, security, or compliance reasons.

Content Standards

User Contributions must not:

- Contain defamatory, obscene, or otherwise offensive material;
- Promote discrimination or illegal activity;
- Infringe intellectual property or privacy rights;
- Misrepresent your identity or affiliation;
- Give the impression that they originate from or are endorsed by CMDC if they do not.

Reliance on Information Posted

Information on this Website is provided for general informational purposes only. CMDC does not warrant its accuracy, completeness, or usefulness. Reliance on such information is at your own risk.

Accessibility and Compliance

CMDC strives to make this Website accessible to all users and to comply with applicable accessibility standards. If you encounter accessibility barriers, please contact us so we can assist.

Links to and from the Website

You may link to the homepage of the Website, provided it is done legally and without damage to CMDC's reputation or suggesting endorsement.

The Website may include links to third-party sites provided for convenience. CMDC has no control over such sites and is not responsible for their content or practices.

Geographic Restrictions

The Website is controlled from California, USA, and is intended for users located in the United States. Users accessing the Website from outside the U.S. are responsible for compliance with local laws.

Disclaimer of Warranties

Your use of the Website is at your own risk. The Website and its content are provided "as is" and "as available," without any warranties of any kind, either express or implied, including warranties of merchantability, non-infringement, or fitness for a particular purpose.

Limitation on Liability

To the fullest extent permitted by law, CMDC, its affiliates, employees, agents, and licensors shall not be liable for any damages arising out of or related to your use or inability to use the Website, including indirect, incidental, special, consequential, or punitive damages, even if foreseeable.

Indemnification

You agree to defend, indemnify, and hold harmless CMDC, its affiliates, officers, employees, and agents from any claims, damages, liabilities, or expenses arising out of your violation of these Terms or your use of the Website.

Governing Law and Jurisdiction

These Terms and any disputes arising out of or related to them shall be governed by the laws of the State of California, without regard to conflict-of-law principles. All legal actions shall be brought exclusively in state or federal courts located in Orange County, California.

Limitation on Time to File Claims

Any claim arising from these Terms or use of the Website must be filed within one (1) year after the cause of action accrues, or it will be permanently barred.

Waiver and Severability

Failure by CMDC to enforce any provision shall not be deemed a waiver of such right. If any provision is found unenforceable, it shall be limited to the extent necessary to make it enforceable, and the remaining provisions shall remain in full effect.

Entire Agreement

These Terms of Use and our Privacy Policy constitute the entire agreement between you and CMDC regarding the Website and supersede all prior agreements and understandings.

Contact Information

This Website is operated by The Clean Mobility Development Collaborative (CMDC), based in Orange County, California.