

# **The Davidoff Tapes Project at the University of Massachusetts Boston Website's Terms and Conditions and Privacy Policy**

Please read these terms and conditions carefully before using the [www.pauldavidoff.org](http://www.pauldavidoff.org) website operated by the MS in Urban Planning and Community Development Program at the University of Massachusetts Boston.

## **Conditions of Use**

We will provide these services to you, which are subject to the conditions stated below in this document. Every time you visit this website or use its services or make, you accept the following conditions. This is why we urge you to read them carefully.

## **Education (non-commercial) Use**

The sole purpose of the Paul Davidoff Tapes Project is to introduce the intellectual, educational, professional, and civil rights contributions of Paul Davidoff to a new generation of civic leaders and urban planning professionals. Materials accessed and/or downloaded from this website must be properly cited and cannot be used for commercial and/or profit-making purposes. Users may not copy, distribute, or transmit material from this website without the prior written permission of the Paul Davidoff Tapes Project or the original copyright owner **except that** you may download, view, and print one copy for your personal, noncommercial use only, provided that you keep intact all copyright and other proprietary notices. Non-authorized use or modification of the materials is a violation of the proprietary rights of the Project or of the original copyright owner.

## **Disclaimer**

The materials in this site are provided "as is" and without warranties of any kind either expressed or implied. To the fullest extent permissible pursuant to applicable law, the Paul Davidoff Tapes Project at the University of Massachusetts Boston disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The Project does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components. The Project does not warrant or make any representations regarding the use or the results of the use of the materials in this site in terms of their correctness, accuracy, reliability, or otherwise. You (and not the Project) assume the entire cost of all necessary servicing, repair, or correction. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

## **Privacy Policy**

The Paul Davidoff Tapes Project does not capture the identities and/or personal information of any visitors or users to the site. We provide no information regarding visitors or users to the site to any third party.

## **Copyright**

Content published on this website (digital downloads, images, texts, graphics, logos) is the property of the MS in Urban Planning and Community Development Program at the University of Massachusetts Boston and/or its content creators and protected by international copyright laws. The entire compilation of the content found on this website is the exclusive property of The Paul Davidoff Tapes Project, with copyright authorship for this compilation by the MS in Urban Planning and Community Development at the University of Massachusetts Boston.

## **Communications**

The entire communication with us is electronic. Every time you send us an email or visit our website, you are going to be communicating with us. You hereby consent to receive communications from us. If you subscribe to the news on our website, you are going to receive regular emails from us. We will continue to communicate with you by posting news and notices on our website and by sending you emails. You also agree that all notices, disclosures, agreements and other communications we provide to you electronically meet the legal requirements that such communications be in writing.

## **Permission Requests**

Send any inquiries concerning the use of the Project software, trademarks, copyrights, or designs to the Project at permission at [kenneth.reardon@umb.edu](mailto:kenneth.reardon@umb.edu), or write to the Paul Davidoff Tapes Project c/o MS in Urban Planning and Community Development, School for the Environment, University of Massachusetts Boston, 100 Morrissey Boulevard, Boston, MA 02125.

## **Linking Policy**

The Project requests that you not create a link to the Uniform Resource Locator (URL) for this website without the prior written permission of the Project. In no case may this site be mirrored.

The links on our site are provided only for the convenience of site visitors. The Project has no responsibility or control over linked sites. The Projects makes no promises or warranties of any kind, expressed or implied, as to the content of the linked sites. In no event shall The Project be liable for any damage resulting from the use of these links.

## **Applicable Law**

By visiting this website, you agree that the laws of Massachusetts and the United States, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between [name] and you, or its business partners and associates.

## **Disputes**

Any dispute related in any way to your visit to this website or to products shall be arbitrated by state or federal court in Massachusetts and you consent to exclusive jurisdiction and venue of such courts.

## **Comments, Reviews, and Emails**

Visitors may post content as long as it is not obscene, illegal, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or injurious in any other way to third parties. Content has to be free of software viruses, political campaign, and commercial solicitation.

We reserve all rights (but not the obligation) to remove and/or edit such content. When you post your content, you grant The Paul Davidoff Project at UMass Boston non-exclusive, royalty-free and irrevocable right to use, reproduce, publish, modify such content throughout the world in any media.

## **License and Site Access**

We grant you a limited license to access and make personal use of this website. You are allowed to download materials from the site but you are not allowed to modify these materials. Modifications may only be done with written consent from us.

## **User Account**

If you are an owner of an account on this website, you are solely responsible for maintaining the confidentiality of your private user details (username and password). You are responsible for all activities that occur under your account or password.

We reserve all rights to terminate accounts, edit or remove content and cancel orders in their sole discretion.