Terms and Conditions for Submissions

Sonoma Responds: A Community Memory Archive

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By submitting Materials to the Sonoma County Library's Sonoma Responds: A Community Memory Archive, you agree to the following terms and conditions, and represent and warrant that your submission complies with these terms and conditions.

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1. You must be at least 18 years of age to submit any Materials; materials created by minors may be submitted by their parents or guardians.

2. You may not submit any Materials under a false name or using false information, and you may not impersonate another person. You may make an anonymous submission; the Library will not publicly disclose your identifying information if you choose to submit your Materials anonymously. Decisions to submit Materials anonymously are final and cannot be modified after submission.

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4. You acknowledge that the Sonoma County Library does not promise or warrant to preserve, publish or distribute the Materials you submit.

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C. **Indemnity:** You agree that you will indemnify, defend and hold harmless the Sonoma County Library, its licensees and other service providers to which it distributes your submitted Materials (as well as their respective officers, directors, commissioners, employees, representatives, and licensees) from and against any and all claims, liabilities, damages, costs or expenses, including reasonable attorneys' fees, arising from (1) your breach of any of the agreements, representations and warranties contained herein, (2) your use of the services provided by the Sonoma County Library, (3) the Materials you have submitted to or through the Sonoma County Library’s *Sonoma Responds: A Community Memory Archive*, or (4) the Sonoma County Library’s publication, distribution or use of such Materials, or the authorized republication, distribution or use of your Materials by other content providers, licensees, or users of the services of the Sonoma County Library, its licensees or other service providers.

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E. **Miscellaneous:** These Terms and Conditions represent the entire understanding of the parties regarding the submission of Materials to the Sonoma County Library for its *Sonoma Responds: A Community Memory Archive*. These Terms and Conditions are governed by and construed under the law of the State of California, without regard to its choice of law rules and, where applicable, the laws of the United States. To the extent permissible by law, any disputes under these Terms and Conditions or relating to the services provided by the Sonoma County Library shall be litigated in the local or federal courts with jurisdiction in the County of Sonoma, California, and you hereby consent to personal jurisdiction in the County of Sonoma, California. A modification or waiver of a part of these Terms and Conditions shall not constitute a waiver or modification of any other portion thereof. If for any reason any provision of these Terms and Conditions is found unenforceable, that provision will be enforced to the maximum extent permissible, and the remainder of these Terms and Conditions will continue in full force and effect.