

EyeSign.org Website Terms and Conditions of Use

1. Acceptance Of This Agreement

Your access to and use of this website ("the Website") is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

2. Advice

The contents of the Website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

3. Changes to Website, Software, and Services

EyeSign reserves the right to;

1. change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that EyeSign.org shall not be liable to you for any such change or removal. In the event the Website will be removed permanently, a good faith effort will be made to notify all registered interpreters.
2. change this Agreement at any time, in order to improve the ability to facilitate the independent contracting of credentialed interpreters safely and confidentially, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

4. Links to Third Party Websites

The Website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

5. Copyright

The Intellectual Property Rights in this website and the materials on or accessible via it belong to EyeSign.org, EyeSign Interpreters, LLC or its licensors. This website and the materials on or accessible via it and the Intellectual Property Rights therein may not be copied, distributed, published, licensed, used or reproduced in any way (save to the extent strictly necessary for, and for the purposes of, accessing and using this website).

EyeSign.org and the EyeSign.org Logo are trademarks which belong to EyeSign.org and they may not be used, copied or reproduced in any way without written consent from EyeSign.org. Registered interpreters who join the EyeSign.org network profile listing may use the website EyeSign.org Logo and web address (www.EyeSign.org) without written permission, as a means of advertising their services in their communities. This includes reproducing on business cards, adding to on-line listings of interpreters, use on vehicles, and other methods of self-advertising by the individual interpreter members. Questions regarding the appropriate use of the Website content can be directed to the site administrator at EyeSignInterpreters@gmail.com.

For these purposes "Intellectual Property Rights" includes the following (wherever and whenever arising and for the full term of each of them): any patent, trade mark, trade name, service mark, service name, design, design right, copyright, database right, moral rights, know how, trade secret and other confidential information, rights in the nature of any of these items in any country, rights in the nature of unfair competition rights and rights to sue for passing off or other similar intellectual or commercial right (in each case whether or not registered or registerable) and registrations of and applications to register any of them.

6. Limitation Of Liability

The Website is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, EyeSign.org will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

EyeSign.org makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

EyeSign.org makes no claims as to the competency or lack of competency or fitness for a particular interpreting assignment or set of assignments of an individual listed interpreter. Each registered Interpreter on the EyeSign.org Interpreter network profile pages is an independent contractor. Any service provided or not provided as a result of the EyeSign.org website is solely the responsibility of the individual contracting interpreter. Any danger, harm, or risk, including death, resulting from the acceptance or scheduling of an

assignment, performance of an assignment or any events arising from the use of the EyeSign.org website is solely the responsibility of the individual independently contracting interpreter. Any failure to pay taxes, submit invoices or any other business related responsibilities rests solely with the individual independently contracting interpreter.

7. Confidentiality of Information

The site administrator is blocked from viewing any confidential content of the messages sent from this website. Traffic from the Website will be recorded in order to maintain the integrity of the website. The EyeSign.org website is intended to foster the independent contracting of credentialed interpreters using a shared website scheduling resource. Full adherence to the NAD/RID Code of Professional Conduct Confidentiality tenet will be maintained.

8. Site Maintenance

Each individual registered Interpreter member with a listed profile on the EyeSign.org website network is responsible to

1. Maintain accurate contact information and profile data including changes to certification status.
2. Maintain his/her calendar and schedule availability.
3. Accurately represent credentials and certification status.
4. Abide by the NAD/RID Code of Professional Conduct.
5. Respond to requests for information or appointment scheduling and confirmation received in conjunction with the Website, in a timely manner, preferably **within 24 hours**. EyeSign.org reserves the right to remove a registered interpreter for unresponsiveness or failure to adhere to the site maintenance requirements.
6. Maintain registration and site fees in a timely manner. Profile Accounts that remain outstanding past 30 days may result in removal from the Website.
7. Any questions or concerns can be sent to the EyeSign.org administrator at EyeSignInterpreters@gmail.com

9. Indemnity

You agree to indemnify and hold EyeSign.org and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against EyeSign.org arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

10. Severability

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either you or us from any relevant competent authority, we shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or, at our discretion, such provision may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

11. Applicable Law and Dispute

This Agreement and all matters arising from it are governed by and construed in accordance with the laws of the State of Washington whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Agreement and the place of performance of this Agreement is agreed by you to be Washington State.

12. Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

13. Entire Agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.