

Terms of Use for “The Building Decarbonization Practice Guide: A Zero Carbon Future for the Built Environment”

Please read the following Terms of Use ("the Terms") carefully before accessing or using “The Building Decarbonization Practice Guide: A Zero Carbon Future for the Built Environment” ("the Book"). These Terms govern your use of the Book, and by downloading, accessing or using it, you acknowledge and agree to be bound by these Terms. If you do not agree with any part of these Terms, you should not download, access, or use the Book.

1. Intellectual Property Rights:

- a. All intellectual property rights in the Book, including but not limited to copyrights, trademarks, and any other rights, belong to the William Worthen Foundation ("the Publisher") or have been appropriately licensed by the Publisher. The Book is protected by applicable copyright and other intellectual property laws.
- b. The Publication and its original content, features, and functionality are owned by the Publisher and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- c. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any part of the Book without the prior written consent of the Publisher, except as expressly permitted by applicable law and as outlined in these Terms.

2. Permitted Use:

- a. You are granted a non-exclusive, non-transferable, limited license to download, access, and use the Book solely for your personal informational and educational purposes.
- b. You may make copies of the Book for your personal use, such as storing it on your personal devices or printing a copy for personal reading. However, you may not distribute or share these copies with others.
- c. You are granted a non-exclusive, non-transferable, limited license to place a link on your own website to the Worthen Foundation website (<https://worthenfoundation.org/get-the-guide-bdpg>), where the Book can be downloaded by others who will also be required to be bound by the Terms.
- d. You may use the text from the Book for personal, non-commercial purposes with the appropriate attribution substantially in the form of “Material presented is taken from ‘The Building Decarbonization Practice Guide’ published by the William Worthen Foundation, and is reprinted with permission of the Foundation.”

3. Prohibited Use:

- a. You may not use the Book in any way that violates applicable laws or regulations.
- b. You may not use the Book or its contents for any commercial purpose without the explicit written consent of the Publisher. Should uses other than those permitted above be desired by the user, the Publisher will consider written requests, and the Publisher may require monetary and/or in-kind compensation in order to grant such a request. Use of material from the Book for commercial purposes is not permitted unless a separate agreement is executed between you and the William Worthen Foundation.
- c. You may not modify, adapt, reverse engineer, decompile, or disassemble the Book or any part of it.
- d. You may not remove, alter, or obscure any copyright, trademark, or other proprietary notices contained in the Book.
- e. You may not use any images, including photographs and graphics, in the Book without the explicit written consent of the Publisher.

Terms of Use for “The Building Decarbonization Practice Guide: A Zero Carbon Future for the Built Environment”

- f. You may not host links to downloadable copies of the Book on any website. All copies of the Book shall be exclusively acquired by direct download from the William Worthen Foundation website (<https://worthenfoundation.org/get-the-guide-bdpg>).
4. Limitation of Liability:
 - a. The Book is provided on an "as is" basis, without warranties of any kind, either expressed or implied. The Publisher disclaims all warranties, including but not limited to, warranties of title, merchantability, fitness for a particular purpose, and non-infringement.
 - b. In no event shall the Publisher be liable for any direct, indirect, incidental, special, exemplary, or consequential damages arising out of or in connection with the use of the Book, even if advised of the possibility of such damages.
5. Indemnification
 - a. You agree to indemnify and hold harmless the Publisher and its affiliates, officers, agents, employees, and partners from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Publication, your violation of this Agreement, or your violation of any rights of another.
6. Termination:
 - a. The Publisher reserves the right to suspend or terminate your access to the Book at any time, without prior notice, for any reason or no reason, in their sole discretion. If access to the Book is suspended or terminated, you agree to stop accessing the Book and/or delete all copies of the Book as instructed by the Publisher.
7. Changes to the Terms:
 - a. The Publisher reserves the right to modify or update these Terms at any time without prior notice. The most current version of the Terms will be posted on the Publisher's website or provided with the Book. Your continued use of the Book after any modifications or updates to the Terms constitutes your acceptance of such changes.
8. Governing Law and Jurisdiction:
 - a. These Terms shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts located in California.

By downloading or using the Book, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you should not download, access, or use the Book.

For questions or licensing requests, please contact Kyle Pickett at kyle@worthenfoundation.org, or Candice Kollar at candice@worthenfoundation.org.

In the event a commercial use is permitted, the Terms of Use can be modified with this statement, or other statements as applicable to the negotiated Terms of Use:

9. Commercial Use and Attribution
 - a. Subject to the terms and conditions of this Agreement, we grant you a non-exclusive, non-transferable, revocable license to use the content of the Book for commercial purposes, provided that proper attribution is given to the Publisher of the content. You must prominently display the Publisher's name and a link to the original content source whenever you use the content in a commercial manner. Content of the Book shall be used in its original form, and may not be altered in any way without prior consent of the Publisher.