

Terms of Service

Last Updated March 27, 2019

These Terms of Service govern the access and use of clark.center (our **“Site”**) and our products and services (collectively, the **“Service”**), and any information, text, graphics, URLs, files, audio, video, photos, or other material uploaded, downloaded, or appearing on the Service (**“Resources”**). Any reference to “you” or “your” means you as a user of the Service. Any reference to “we”, “us”, “our”, or “CLARK” is to Towson University.

Through the use of, or contribution to, the Resources of the Service, you agree and consent to these Terms of Service, including terms that limit our liability or affect your legal rights, any referenced and incorporated guidelines and policies, and any additional terms specific to your particular use of the Service which become part of your agreement with us (collectively, the **“Terms”**). If you are using the Service on behalf of a business, you represent to us that you have the authority to bind that business or entity to these Terms, and that the business accepts these Terms.

Restrictions on Your Use of the Service

You agree that you may not use or attempt to:

- use the Service in any way that breaches any applicable local, national, or international law or regulation;
- use the Service in any way which could infringe the rights or interests of CLARK, the Community, or any third party;
- transfer any rights granted to you under the Terms;
- use the Service for any illegal activity or output, or in any way that exposes CLARK, you, members of the Community, or our Partners to harm;
- engage in any activity that could damage, overload, harm, or impede the normal functioning of the Service;
- use or attempt to use the Service to mine information in any way that could identify individual persons in their private capacity
- attempt to gain unauthorized access to our Site, servers operated by CLARK, or any server, computer, or database connected to our Site;
- attack, or attempt to attack, our Site via a denial-of-service attack or a distributed denial-of-service attack;
- otherwise use the Service except as expressly allowed under these Terms.

Safe Participation in the Community

CLARK offers certain functionality that may require the creation of a personal account (e.g. to participate in the CLARK Community and contribute Resources). Depending on the information provided in the registration and profile building process, your account may uniquely identify you. Any comment, post, or other activity that you engage in with the Community when using your account will generate content attributed to you (**“Content”**).

To the extent you use any password/keys/credentials to access the Service, you are exclusively responsible for generating unique and complex credentials, safeguarding them, and for any activities or actions taken on the Service using such credentials.

Resource & Community Content Guidelines

To the extent you elect to contribute any Resource to the Community, you confirm that all content contained in the Resource complies with these Terms, that you are either the original owner of the Resource you submit, or that you have the necessary rights and permissions to irrevocably contribute the Resource and share it with the Community.

You understand that upon submitting any Resource, the Resource is immediately shared for review by the Service's Partners. As such, by contributing a Resource, you are contributing to the effort to raise the quality of cybersecurity curriculum available to educators across the nation.

While you retain any ownership rights in the original material contained in the Resource, when you submit a copy of the Resource, you give CLARK (and those we work with) irrevocable rights to publicly display and distribute all content contained in the Resource.

YOU FURTHER AGREE THAT YOU WILL ONLY UPLOAD SAMPLES THAT YOU WISH TO PUBLICLY SHARE AND THAT IN ANY CASE, YOU WILL NOT KNOWINGLY SUBMIT ANY SAMPLE TO THE SERVICE THAT CONTAINS CONFIDENTIAL, OR COMMERCIALY SENSITIVE DATA OR PERSONAL DATA OF ANY INDIVIDUAL WITHOUT LAWFUL PERMISSION.

CLARK is under no obligation to monitor use of the Service, user Content, or any Resources. We may monitor the Service to detect and prevent fraudulent activity or violations of these Terms and retain absolute discretion to remove Resources, Content, or users from the Service at any time and for any reason without notice. To promote the security of the Community and information sharing accountability, accounts and Resources contributed by the Community generally will not be removed from the Service, unless they are illegal, violate the lawful rights of an individual, serve any other unethical/malicious purpose, or otherwise violate these Terms.

IF YOU DO NOT CONSENT TO THESE TERMS TO PUBLICLY SHARE A RESOURCE, DO NOT SEND OR CONTRIBUTE IT TO THE SERVICE AS THE SERVICE IS DESIGNED TO WORK THROUGH THE COLLECTIVE AGGREGATION AND SHARING OF RESOURCES WITH PARTNERS AND THE COMMUNITY.

CLARK Rights

All rights, title, and interest in and to the Service (excluding third party brand names) are and will remain the exclusive property of CLARK and its licensors. Nothing in these Terms should be construed as conferring by implication or otherwise any license or right under any copyright, patent, trademark, database right, sui generis right, or other intellectual property or proprietary interest of CLARK, its licensors or any third party. We reserve the right to remove any Resources without prior notice and at our sole discretion. Nothing in our Terms gives you a right to use the CLARK trademarks, logos, domain names, and other distinctive brand features.

Any feedback, comments, or suggestions you may provide to, or regarding CLARK or the Service is entirely voluntary. We are free to use any feedback, comments, or suggestions as we see fit and without obligation to you.

Changes in Service

The Service provided by CLARK is constantly evolving, and the form and nature of the Service that CLARK provides may change from time to time without prior notice to you. Any changes to the Service, including the release of new Service features, are subject to the Terms then in effect. In addition, CLARK may stop (permanently or temporarily) providing the Service (or any features within the Service) without providing prior notice. We also retain the right to create limits on your use of the Service including storage, at our sole discretion, at any time without prior notice to you.

Disclaimers

Your access to and use of the Service is at your own risk. You understand and agree that the Service is provided to you on an "AS IS" basis WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, CLARK SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

WE DO NOT WARRANT OR GUARANTEE THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your access to or use of the Service or any third-party content or websites accessed through, or in any way in conjunction with, the Service.

Our Service may contain links to third-party websites or resources, which in turn may contain comments and/or posts with non-anchored linked URLs. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by CLARK of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources and acknowledge that user comments on URLs and Resources in the Service, on the Site, and through connected third-party resources, may contain URLs/links leading to malware. CLARK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD-PARTY WEBSITES, PRODUCTS OR CONTENT AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

Except as may be required by law, you further understand and agree that CLARK has no responsibility or liability for the deletion of, or the failure to store or transmit, any Resource, Content, other materials or communications maintained by the Service.

About These Terms

Please note that we may update and amend these Terms from time to time and any changes will be posted on the Site. By continuing to access the Service after any changes become effective, you agree to be bound by the revised Terms.

The failure of CLARK to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of The United States of America. The courts of The United States of America will have exclusive jurisdiction over any claim arising from, or related to, the Service although we retain the right to bring proceedings against you for breach of the Terms in your country of residence or any other relevant country.

If you have any doubts as to whether your use of the Service complies with these Terms or have a concern with any aspect of the Site or the Service, please Contact Us.