

# RUTGERS OVER WATCH - TERMS OF USE

Last Modified: May 31st, 2018

PLEASE READ THESE TERMS OF USE AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE USING MY SERVICE. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. DO NOT USE MY SERVICE IF YOU DO NOT AGREE WITH ANY OF THE AGREEMENT.

This Agreement govern your rights and obligations regarding the use of my Software (“Software”) and service (both collectively referring to as “Service”) on the Internet or in cellular media. The Service is not officially affiliated with the respective university; therefore, the respective university is not held responsible for any problems with the Service. If you have an issue, please contact me via [rubusoverwatch@gmail.com](mailto:rubusoverwatch@gmail.com). This Agreement constitute a fully binding agreement between Jasper Bae (“I” or “me”), the proprietor of all rights in and to the Service, and you. It is therefore recommended that you carefully read this Agreement.

By using my Service, you signify your assent to this Agreement:

1. [Privacy Policy](#) (“Privacy Policy”)

all of which are an integral part of this Agreement.

## KEY POINTS

The following key points of the Agreement are highlighted here for your convenience only. These key points are not made in lieu of the full agreement and their presence in this section does not mean that they are intended to supersede or override any other terms or conditions provided by me.

- **Bus information prevails:** The information provided by the Service is not intended to replace the information provided by the respective university.
- **Location-based Service:** Some features of the Service requires the usage of location data, for example in the form of taking GPS information and providing you nearby bus stops. These features cannot be provided without utilizing this technology. Please note, as described in detail in the [Privacy Policy](#).
- **The Internet connection required to use the Service, and any associated charges (i.e. mobile data expenses) incurred by your use of the Service are your exclusive responsibility and made solely at your expense:** Transmitting and receiving real-time updates to and from the Service, requires an online (i.e. Wi-Fi, 3G, 4G) connection between your cellular device and the Internet. The expenses of such connection are as prescribed by the agreement between you and your communication service provider, and according to its applicable terms of payment.
- **Free Software:** The Service utilizes Software for providing bus times and bus navigation. With respect to some cellular telephone devices running the Software, the Software is a free-software. In such cases, you may redistribute the Software or modify it in accordance with the GNU General Public License as published by the Free Software Foundation, whether it is version 2.0 of the license or any later version of your choice. For further information, see the GNU General Public License. The Service and its database – all are not free-software.

- **Your age:** The Service is intended for use by users who are college students, faculty, or staff of the respective university (i.e. Rutgers University). In any case, to use our Service, you must be 16 years of age or older. If you are under 16, you require parental permission to use the Service.
- **Privacy:** Privacy is an important matter to me. While using the Service, personal information may be provided by You or collected by me as detailed in our [Privacy Policy](#). The [Privacy Policy](#) explains our practices pertaining the use of your personal information and we ask that you read such [Privacy Policy](#) carefully. By accepting this Agreement, you hereby acknowledge and agree to the collection, storage and use of your personal information by me, subject to this section, the [Privacy Policy](#) and any applicable laws and regulation.

## WHAT IS THE SERVICE

The Service allows users to know when the next bus of a bus stop is coming using information such as the distance from the next bus to the stop or how long the next bus is coming to the user.

## THE LICENSE

**My Service:** I hereby grant you a free of charge, non-exclusive, time-limited, non-transferable, non-sub-licensable, revocable license to use the Service (including the Software) for non-commercial purposes, subject to the Agreement.

**The free version of the Software:** The Service utilizes Software for providing bus times and bus navigation. With respect to some cellular telephone devices running the Software, the Software is a free-software. In such cases, you may redistribute the Software or modify it in accordance with the GNU General Public License as published by the Free Software Foundation, whether it is version 2.0 of the license or any later version of your choice. For further information, see the GNU General Public License. The Service and its database – all are not free-software.

## USING THE SERVICE

You may use the Service solely for private and personal purposes. You may not use the Service commercially. For example, you may not: (i) offer to third parties a service of your own that uses the Service; (ii) resell the Service; (iii) offer to rent or lease the Service; or (iv) offer the Service to the public via communication or integrate it within a service of your own, without the prior written consent of me. For clarity, the examples listed are made for illustrative purposes only; they do not constitute of an exhaustive list of restricted activities involving the Service.

You may not copy, print, save or otherwise use the data from the Service's database. This clause does not limit the use of the database as intended by the Software and for the purposes of private and personal use of the Service.

When using the Service, you may not engage in scraping, data mining, harvesting, screen scraping, data aggregating, and indexing. You agree that you will not use any robot, spider, scraper or other automated means to access the Service's database for any purpose without the express prior written permission of me.

The software may not be used in any way that is not expressly permitted by this Agreement.

## **USE RESTRICTIONS**

There are certain types of conduct that are strictly prohibited on the Service. Please read the following restrictions carefully. Your failure to comply with the provisions set forth below may result (at my sole discretion) in the termination of your access to the Service and may also expose you to civil and/or criminal liability.

### **You may not, whether yourself or through any other means or person:**

- (i) Copy, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Content included in the Service, or in any way or publicly display, perform, or distribute them.
- (ii) Make any use of the Content on any other website or networked computer environment or any purpose, or replicate or copy the Content without my written consent.
- (iii) Create a browser or border environment around the Content (i.e. no frames or inline linking).
- (iv) Interfere with or violate any third party or other user's right to privacy or other rights, including any other intellectual property rights of others or harvest or collect personal information about visitors or users of the Service without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine.
- (v) Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including other's copyrights, and other intellectual property rights.
- (vi) Transmit or otherwise make available in connection with the Service any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, telecommunications equipment, or any other actually or potentially harmful disruptive, or invasive code or component.
- (vii) Interfere with or disrupt the operation of the Service, or the servers or networks that host the Service or make the Service available, or disobey any requirements, procedures, policies, or regulations of such servers or networks.
- (viii) Sell, license, or exploit for any commercial purposes any use of or access to the Content and/or the Service.
- (ix) Frame or mirror any part of the Service without my prior express written authorization.
- (x) Create a database by systematically downloading and storing all or any of the Content from the Service.
- (xi) Forward any data generated from the Service without the prior written consent of me.
- (xii) Use the Service for any illegal, immoral or unauthorized purpose.
- (xiii) Use the Service or the Content for non-personal or commercial purposes without my express prior written content.
- (xiv) Infringe or violate any of this Agreement

## **TERMINATION OF USE OF THE SERVICE**

I retain the right to block your access to the Service and discontinue your use of the Service, at any time and for any reason I deem appropriate, at its sole and absolute discretion.

## **APPLE**

If you use the Service on an Apple device, then you agree and acknowledge that:

- Apple, Inc bears no duties or obligations to you under the Agreement, including, but not limited to, any obligation to furnish you with Service maintenance and support.
- You will have no claims, and you waive any and all rights and causes of action against Apple with respect to the Service or the Agreement, including, but not limited to claims related to maintenance and support, intellectual property infringement, liability, consumer protection, or regulatory or legal conformance.
- Apple and Apple's subsidiaries are third party beneficiaries of the Agreement. Upon your acceptance of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

## **EXPORT CONTROL**

You represent and warrant that: (i) you are located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **LIMITATION OF LIABILITY AND WARRANTY**

I PROVIDE THE SERVICE AND CONTENT INCLUDED THEREIN FOR USE ON AN "AS IS" AND "AS AVAILABLE" BASIS. THEY CANNOT BE CUSTOMIZED TO FULFILL THE NEEDS OF EACH AND EVERY USER. WE HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, FEATURES, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY.

Additionally and without derogating from the above clause, I disclaim any warranties relation to the accuracy of the bus times and any information relating to buses presented in or by the Service.

**You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of and reliance on the Service, and you further agree and acknowledge that your use of or reliance on the Service is made entirely at your own risk. You further acknowledge that it is your responsibility to comply with all applicable laws while using the Service.**

THE INFORMATION PROVIDED BY THE SERVICE IS NOT INTENDED TO REPLACE THE INFORMATION PROVIDED BY THE RESPECTIVE UNIVERSITY. IN THE EVENT THAT THE INFORMATION SHOWN BY THE UNIVERSITY (BUS CHANGES DUE TO EVENTS, BUS OUT OF SERVICE, ETC.) INSTRUCTS DIFFERENTLY THAN THE SERVICE, YOU MUST NOT RELY ON THE SERVICE.

I exert efforts to provide you with the high quality and satisfactory service. However, I do not warrant that the Service will operate in an uninterrupted or error-free manner, or that it will always be available or free from all harmful components, or that it is safe, secured from unauthorized access to my computers, immune from damages, free of malfunctions, bugs or failures, including, but not limited to hardware failures, Software failures and Software communication failures, originating either from me or any of its providers.

I WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT, LOSS OF DATA, AND LOSS OF ACADEMIC GRADES), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE SERVICE, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, OR FROM ANY FAULT, OR ERROR MADE BY ME OR ANYONE ACTING ON ITS BEHALF, OR FROM YOUR RELIANCE ON THE CONTENT OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, OTHER USERS ON OR THROUGH THE SERVICE, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR CONTENT ON THE SERVICE. IN ANY EVENT, YOUR SOLE REMEDY WILL BE LIMITED TO CORRECTING SUCH ERRORS, OR MALFUNCTIONS, AND IN LIGHT OF THE RELEVANT CIRCUMSTANCES.

#### **BREACH AND INDEMNITY**

Without derogating from any applicable laws, you agree to indemnify and hold me from and against all claims, damages, expenses, losses and liabilities that arise as a result of your violation of this Agreement. In view of the fact that the Service is provided to you free-of-charge, this indemnity is intended to cover all expenses, payments, loss, loss of profits or any other damage, direct or indirect, monetary or non-monetary, incurred by me as a result of your violation of the Agreement, including but not limited to legal expenses and attorney fees.

#### **PRIVACY**

I respect your privacy during your use of the Software and the Service. Our updated privacy policy pertaining to the Software and the Service is readily accessible at our [Privacy Policy](#) and in the app, and is an integral part of this Agreement. Since the privacy policy is subject to periodic updates, it is recommended that you periodically review the policy for updates.

#### **MODIFICATIONS TO THE SERVICE AND SOFTWARE**

I may, either partially or in its entirety and without being obligated to provide prior notice – modify, adapt or change the Software, the Service's features, the user interface and design, the extent and availability of the contents in the Service and any other aspect related to the Service. You will have no claim, complaint or demand against me for applying such changes or for failures incidental to such changes.

#### **TERMINATION OF SERVICE**

I may, at any time, terminate the provision of the Service in its entirety or any part thereof, temporarily or permanently, at its sole discretion.

## **MODIFICATIONS OF THIS AGREEMENT**

I may modify this Agreement from time to time. If fundamental changes are introduced, a notice will be posted in the updated version of the Software as well as on the Service. Your continued use of the Service after the Agreement has been modified signifies your assent to the updated Agreement. If you dissent to the updated Agreement or to any term within them, you must discontinue all further use of the Software and/or Service.

## **LIMITATIONS**

Should you desire to file any cause of action against me, arising out of or related to my Software or Service, you must do so within one (1) year of the day you become aware of the cause of action. Failure to file a lawsuit within the aforementioned timeframe will bring about the permanent barring of the cause of action, and will constitute your complete and final waiving of the lawsuit.

## **ASSIGNMENT OF RIGHTS**

You may not assign or transfer your rights in and to the Service, without the prior written consent of me. I may assign its rights in and to the Service to a third party at its sole and absolute discretion, provided that the third party undertakes my obligations to you under this Agreement.

## **COMPLETE TERMS**

This Agreement, together with the policies that are an integral part of this Agreement, namely the [Privacy Policy](#), shall all constitute the entire and complete agreement between you and me concerning my Service. In the event of an inconsistency between this Agreement and the synopsis of terms presented to the user during Software installation, this Agreement shall prevail.

## **NO LEGAL RELATIONSHIP**

These Terms of Use and your use of the Service, do not, and shall not be construed as creating any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between the parties hereto. Your use of the Service is intended for your enjoyment and benefit and the provision of the Service to you (subject to your compliance with this Agreement) constitutes the sole and sufficient consideration that you are entitled to receive for any Content or contributions you have made to my Service, its contents and any other data.

## **CONTACT ME**

You may contact me concerning any question about the Service, by either using the Software feedback system or email me via [rubusoverwatch@gmail.com](mailto:rubusoverwatch@gmail.com). I will make my best efforts to address your inquiry promptly.