

## Terms of Service

The CampusCares' website, related mobile applications and services (collectively, the "Services") are made available to you subject to these Terms of Service (the "Terms"), which includes the [Acceptable Use Policy](#), and in accordance with CampusCares' [Privacy Policy](#) (the "Privacy Policy"). More information about the Services please visit: <https://CampusCares.us> . You agree to comply with these Terms and any supplemental terms which CampusCares makes available to you on the Services, which shall form part of the Terms. We reserve the right to review accounts and user actions on the Services to ensure compliance with our Terms. BY ACCESSING, USING OR UPLOADING OR DOWNLOADING ANY INFORMATION OR MATERIALS TO OR FROM THE SERVICES, OR BY INDICATING YOUR ASSENT TO THESE TERMS BY CREATING AN ACCOUNT, CLICKING "SIGN UP" OR ANY SIMILAR MECHANISM, YOU ARE AGREEING TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.

If you access or use the Services on behalf of a company or other entity, you represent that you have authority to bind such entity and its affiliates to these Terms and that it is fully binding on them. In such case, the term "you" will refer to such entity and its affiliates. If you do not have authority, you may not access or use the Services. These Terms contain disclaimers of warranties and limitations on liability that may be applicable to you.

**Notice Regarding Dispute Resolution: These Terms contain provisions that govern how disputes between you and CampusCares are resolved, including an agreement to arbitrate, which will, unless you reside in the EU/EEA, with limited exception, require you to submit claims you have against us to binding and final arbitration and limit you to claims against CampusCares on an individual basis, unless you opt-out in accordance with the instructions below.**

## Registration and Accounts

The Services are intended solely for persons who are at least 13 years old or such higher age as required in your country to use the Services. If you are under the legal age to form a legally binding contract in your jurisdiction, you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf.

If you are a parent or legal guardian of a CampusCares user under the legal age to form a binding contract in your jurisdiction, you agree to be fully responsible for the acts or omissions of such user, including any breach of these Terms. Notwithstanding, Campus Cares reserves the right to refuse access to the Services by users under certain ages under the legal age, in our sole discretion.

To use the Services, you must register. In doing so, you agree to: (a) provide true, accurate, current and complete information about yourself ("User Data") and (b) maintain and promptly update the User Data. You agree that CampusCares may use your User Data to provide Services that you access or use and as otherwise set forth in

these Terms and our Privacy Policy. You also agree to create only one account for your own personal use and not share your account with others. You agree that all activities associated with your account on the Services reflect authentic activities undertaken by you. If you provide any User Data that is inaccurate or not current, you have created multiple accounts, or Campus Cares has reasonable grounds to suspect that such User Data is inaccurate or not current, CampusCares has the right to suspend or terminate your account and refuse current or future use of the Services. In consideration of your use of the Services, you represent that you are not a person barred from receiving services under the laws of any applicable jurisdiction.

You are solely responsible for maintaining the confidentiality of the password associated with your account and for restricting access to your password, your computer and mobile device while logged into the Services. You accept responsibility for all activities that occur under your account or from your computer and mobile devices. You agree to immediately notify Campus Cares of any unauthorized use of your account or password, or any other breach of security, and confirm that you understand all risks of unauthorized access to User Data and any other information or content you provide to CampusCares. The use of unique and complex passwords is highly recommended for security reasons.

You may register for or log-in to your account via a third-party network, such as Facebook, Google, or Cornell authentication. If you do so, you will authorize CampusCares to pre-populate the registration and other relevant information fields of your account and/or to use such third-party credentials to log you into your account, based on those companies' privacy policies. If you connect your account to a third-party network, you agree to comply with the terms and conditions and policies applicable to such third party.

By virtue of certain of the Services connecting to third-party APIs, you hereby agree to be bound by those providers' terms of service and privacy policies in connection with your use of such Services.

Campus Cares may make certain features available to you as part of a beta release, early access program, or similar opportunity to test or use product functionality ("Beta features"). Beta features may not be supported and may require you to update your version of the Services. Use of Beta features is at your own risk and you understand that they may contain errors, design flaws or other problems. The Your Feedback section of this policy applies to any feedback you provide related to Beta features. Beta features may be changed or deprecated, and we may remove access at any time without notice.

You own, or otherwise have the right to grant the rights and licenses set forth in these Terms, the information, data, text, software, sound, photographs, graphics, video, messages, posts, tags, or other materials you make available in connection with the Services ("Content"), whether publicly posted, privately transmitted, or submitted through a third-party API. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display any Content and

any name, username or likeness that you post on or in connection with the Services in all media formats and channels now known or later developed without compensation to you. This license ends when you delete your Content or your account.

You agree that Campus Cares is not responsible for, and does not endorse, Content posted on the Services. If your Content violates these Terms or is otherwise illegal or contrary to applicable law, you may bear legal responsibility for that Content. As between you and CampusCares, any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with Campus Cares is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place CampusCares in a position that is any different from the position held by members of the general public, including with regard to your Content. Your Content will not be subject to any obligation of confidence on the part of CampusCares other than as set forth in our [Privacy Policy](#) and your [privacy controls](#), and CampusCares will not be liable for any use or disclosure of any Content you provide. The Services may provide you with the ability to mark certain Content that you submit to the Services as private, public, or available only to select users of the Services. CampusCares will maintain the privacy of such Content in accordance with your elections. However, if you do not elect to mark your Content as private or available for a limited group of users, or later change such designation to allow such Content to be made available to anyone, you are responsible for the public nature of the content. Please review our [Privacy Policy](#) for more information on how to manage your privacy controls.

You give us permission to use your profile name, profile photo, and information about your activities and actions you have taken, including your use of third-party products, services, or devices, in ads, offers and other commercial contexts on the Services without compensation to you.

As noted in our [Privacy Policy](#), we may suggest organizations, events, or clubs on the site that may interest you, as well as users that you may want to follow, or new features that you may want to try. We also use algorithmic ranking to determine what type of content (such as activity, post, organization) to show in your feed. The main parameters for these recommendations can include prior attendance, user engagement with the content type (e.g., impressions, clicks), activity features (e.g., activity uploads, followed peers), app usage (e.g. club joins, relation to other users), and basic demographic information (age, gender, driving ability), and location information where relevant to the recommendation (e.g., for event recommendations), as well as your network (someone you follow joined this Club). For example, we may recommend events to you based on similar challenges you have viewed or clicked on, as well as past events you have joined, and challenges people you follow have joined.

In addition, depending on your settings, we use algorithmic ranking to determine the order of activities that appear in your feed. You can use your Display Preferences to choose whether to order the activities in your Feed to be "Personalized" (a blend of new activities, the kinds of activities you tend to interact with, and the great efforts you may have missed) or by "Latest Activities" (chronologically, by when new activities are finished).

The Services are for your personal and noncommercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell for any commercial purposes any portion of the Services, use of the Services or access to Content.

You are granted a limited, non-exclusive right to create a text hyperlink to the Services for non-commercial use only, provided such link does not portray CampusCares or any of its products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any pornographic, illegal, offensive, harassing or otherwise objectionable material. You are further granted a right to implement any RSS feeds located on the Services for your personal, non-commercial use, solely as described on the Services. We reserve the right to revoke these licenses generally, or your right to use specific links or RSS feeds, at any time, with or without cause.

You understand that use of certain features of the Services may require you to purchase third-party equipment or materials (e.g., GPS systems). While CampusCares may recommend the equipment or materials of certain third party suppliers, CampusCares shall have no responsibility for your acquisition or use of any third party equipment or materials and does not guarantee that third party equipment or materials will function with the Services or will be error-free.

You understand that you are responsible for any charges associated with sending communications via your device. You hereby acknowledge that you have the right to communicate with your contacts via the Services.

You represent and warrant that: (i) you are authorized to create your account, whether individually or on behalf of an organization; (ii) you own the Content posted by you on or through the Services or otherwise have the right to grant the rights and licenses set forth in these Terms; (iii) the posting and use of your Content on or through the Services does not and will not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy and data protection rights, publicity rights, copyrights, trademark and/or other intellectual property rights; and (iv) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Services.

## **Content and Conduct Restrictions**

**CampusCares's [Acceptable Use Policy](#) describes restrictions on content and conduct and is incorporated by reference into these Terms. You agree to comply with this policy.**

You understand that you, and not Campus Cares, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Services. Campus Cares may, in accordance with applicable law, screen, monitor, hide, restrict, refuse or remove any Content that violates the Terms or is otherwise objectionable. Please note, this does not guarantee the accuracy, integrity or quality of such Content.

You understand that by using the Services, you may be exposed to Content that is offensive, indecent, objectionable or illegal. You agree to bear all risks associated with

the use of any Content available in connection with the Services, including any reliance on the accuracy, completeness, or usefulness of such Content.

If you believe Content posted to the Services violates our standards or these Terms, please [report it to us \(SCOTT INSERT LINK\)](#). For more information on the action we may take against CampusCares accounts that are found to be in violation of these Terms and our standards, and what to do if you believe action has been taken in error, please see [here \(SCOTT SAME HERE\)](#).

The Services function as a venue to connect CampusCares users in a virtual information place. As a neutral facilitator, CampusCares is not directly involved in the actual interactions between users using the Services. As a result, CampusCares has no control over the truth, accuracy, quality, legality, or safety of postings made by users or third-party organizations using the Services. CampusCares shall have no responsibility to confirm the identity of users. CampusCares shall also have no responsibility to confirm or verify the qualifications, background, or abilities of users or third-party organizations using the Services. You shall at all time exercise common sense and good judgment when dealing with any third-party organizations or connected user using the Services.

If you elect to use our features to inform your contacts about the Services, enter a transportation pool or share your information with others, CampusCares may require you to provide contact information. CampusCares may use the contact information you provide to send emails or text messages. You represent that you are authorized to provide any third party contact information that you provide to CampusCares, that you are authorized to use such information to contact (including for CampusCares to contact on your behalf) the third party and that CampusCares may process such information pursuant to the [Privacy Policy](#).

verified status and badge, as well as cease your free subscription, at any time.

## Clubs

CampusCares does not create nor administers clubs affiliated with any educational institution. CampusCares may choose to verify certain clubs and place a badge on their profile page if they meet the requirements for verification. We reserve the right to revoke or transfer ownership of clubs, remove content, remove a club's verified status and badge, and remove a club at any time. If you request a transfer of ownership of a club, CampusCares may require you to provide certain documentation.

If you, platform a club on CampusCares, you are responsible for ensuring that your club: (a) abides by these Terms of Service, [Acceptable Use Policy](#) and our [Community Standards](#); (b) does not claim, suggest an affiliation with, or impersonate CampusCares whether by using CampusCares' intellectual property or otherwise; (c) has the right to use or post all club content, third party or otherwise, including rights to use name(s), logo(s), images, trademarks, trade dress, service marks, copyrights, or other intellectual property; and (d) does not, in CampusCares' sole discretion, use the club to inappropriately advertise or promote any contests, sweepstakes, or other promotions. Club administrators hereby agree to indemnify and hold CampusCares harmless from any and all claims arising out of your club, including but not limited to claims of intellectual property infringement.

## **Third Parties**

Third-party products and services made available on the Services are made and offered directly by the applicable third party. When you attend any event or service hosted by a third party, you acknowledge that you are contracting directly with such third party and not with CampusCares. Your interaction with, or participation in promotions of, third parties found on or through the Services, including payment and delivery of goods or services, and any other terms, are solely between you and such third party. You are not obligated to use or transact business with any third party that appears on the Services. YOU AGREE THAT CAMPUSCARES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU AS THE RESULT OF ANY OF YOUR DEALINGS WITH THIRD-PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SERVICES.

CampusCares or third parties may provide links to other internet sites or resources through the Services. CampusCares does not endorse and is not responsible or liable for any content, information, advertising, products or other materials on or available from such sites or resources. You acknowledge and agree that CampusCares is not responsible for the availability of such external sites or resources.

## **Electronic Communications**

The Services may provide you with the ability to send or post messages or send communications to third party service providers, your personal contacts, other users and/or CampusCares. You agree to use communication methods available on the Services only to send communications and materials related to the subject matter for which CampusCares provided the communication method, and you further agree that all such communications by you shall be deemed your Content and shall be subject to and governed by the Terms and applicable law (including laws regulating direct marketing communications with which you will need to comply with, as applicable). By using communications methods available on the Services, you agree that (a) depending on your account settings and method of communication, communications methods used by you may constitute public, and not private, means of communication between you and the other party or parties, (b) communications sent to or received from third party service providers, advertisers or other third parties are not endorsed, sponsored or approved by CampusCares (unless expressly stated otherwise by CampusCares) and (c) CampusCares may pre-review, post-review, screen, archive, or otherwise monitor communications in accordance with and to the extent permitted by law. You agree that all notices, disclosures and other communications that we provide to you electronically shall satisfy any legal requirement that such communications be in writing.

## **Proprietary Rights**

You acknowledge and agree that the Services, any necessary software used in connection with the Services (if any), any aggregated data based on Content on the Services, and any Content available or made available on the Services contain proprietary and confidential information that is protected by applicable intellectual

property and other laws. Except as expressly permitted by applicable law or authorized by CampusCares or applicable third party service providers or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, the software or Content available on the Services (other than Content that you may submit), in whole or in part.

CampusCares grants you a limited, personal, revocable, non-transferable, non-sublicensable and non-exclusive right and license to access and use the Services; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Services, except where permitted by law. You agree not to access the Services by any means other than through the interfaces that are provided by CampusCares.

The term CAMPUSCARES, the CampusCares logo, the look and feel of the Services, and all other CampusCares logos and product and service names are the exclusive trademarks of, and are owned by, CampusCares, Inc., and you may not use or display such trademarks in any manner without CampusCares's prior written permission. Any third-party trademarks, service marks, product names, company names, or logos displayed on the Services are the property of their respective owners. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by CampusCares.

CampusCares reserves all rights not expressly granted hereunder.

## **Claims of Infringement**

The Digital Millennium Copyright Act ("DMCA") provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. CampusCares also reviews claims of trademark infringement. If you believe in good faith that materials hosted by CampusCares infringe your copyright or trademark rights, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work or trademark claimed to have been infringed (or, if multiple copyrighted works or trademarks located on the Services are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow CampusCares to locate the material on the Services; (d) the name, address, telephone number, and e-mail address (if available) of the complaining party; (e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Please be advised that CampusCares will not respond to complaints that do not meet these requirements. We



may share your information with third parties when we forward DMCA compliant notifications, which will be forwarded as submitted to us without any deletions. If CampusCares determines that the materials alleged to infringe your copyright or trademark rights do not require removal, CampusCares will remove those materials only pursuant to a court order declaring the content or use of the materials unlawful. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Counter-notices must include the following information: (a) your name, address, and telephone number; (b) the source of the content that was removed; (c) a statement under penalty of perjury that you have a good-faith belief that the content was removed in error; (d) a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located; or, if your address is outside of the United States, for any judicial district in which CampusCares may be found, and that you will accept service of process from the person who provided the original complaint; and (e) a physical or electronic signature (for example, typing your full name). Notices and counter-notices with respect to the Services must meet the then-current statutory requirements imposed by the DMCA

## **Your Feedback**

You may have the ability to provide comments, feedback, suggestions, ideas, original or creative materials, and other communications regarding the Services and the information and services we make available through the Services (collectively, "Feedback"). If you provide Feedback, you hereby grant to CampusCares a worldwide, non-exclusive, transferable, assignable, sub-licensable, perpetual, irrevocable, royalty-free license to copy, distribute, create derivative works of, publicly display and perform and otherwise exploit such Feedback and to use, make, have made, sell, offer for sale, import and export products and services based on such Feedback. For this reason, do not send CampusCares any Feedback that you do not wish to license to us as set forth above.

## **Disclaimer of Warranties and Liability**

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY. CAMPUSCARES AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES WITH REGARD TO SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. CAMPUSCARES AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT: (a) THE SERVICE WILL MEET YOUR REQUIREMENTS; (b) YOUR CONTENT WILL BE AVAILABLE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (c) THE RESULTS THAT



MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (e) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

YOU EXPRESSLY AGREE THAT YOUR ATHLETIC ACTIVITIES (INCLUDING, BUT NOT LIMITED TO, WALKING, LIFTING, OR PARTICIPATING IN VOLUNTEER ACTIVITIES DISPLAYED ON THE SERVICES) CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION OR NEGLIGENCE OF CAMPUSCARES OR BY THE ACTION, INACTION OR NEGLIGENCE OF OTHERS.

YOU EXPRESSLY AGREE THAT CAMPUSCARES DOES NOT ASSUME RESPONSIBILITY FOR THE INSPECTION, SUPERVISION, PREPARATION, OR CONDUCT OF ANY RACE, CONTEST, CHALLENGE, OR GROUP ACTIVITY THAT UTILIZES THE SERVICES, INCLUDING ANY THAT ARE ORGANIZED BY A CLUB ADMINISTRATOR.

YOU EXPRESSLY AGREE TO RELEASE CAMPUSCARES, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, PARTNERS AND LICENSORS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY IN CONNECTION WITH YOUR ATHLETIC ACTIVITIES AND/OR USE OF THE CAMPUSCARES WEBSITES, MOBILE APPLICATIONS, CONTENT, SERVICES OR PRODUCTS (INCLUDING, WITHOUT LIMITATION, ANY CAMPUSCARES TRAINING PLAN), AND PROMISE NOT TO SUE THE RELEASED PARTIES FOR ANY CLAIMS, ACTIONS, INJURIES, DAMAGES, OR LOSSES ASSOCIATED WITH SUCH USE.

YOU ALSO AGREE THAT IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (a) YOUR USE OR MISUSE OF THE SERVICES, (b) YOUR DEALINGS WITH THIRD-PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SERVICES, (c) ANY DELAY OR INABILITY TO USE THE SERVICES EXPERIENCED BY YOU, OR (d) ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES OR CONTENT OBTAINED THROUGH THE SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF CAMPUSCARES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS OF LIABILITY ABOVE, SUCH AS EXCLUSIONS FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN ENTERING INTO THIS RELEASE WHICH IS NOT RELEVANT WHERE YOU LIVE IN THE EU/EEA, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE THE BENEFITS OF, SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, (AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY), WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES

NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

CAMPUSCARES DOES NOT ENDORSE YOUR CONTENT OR ANY OTHER USERS CONTENT AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT ON THE SERVICES.

THE COMPANY'S MAXIMUM AGGREGATE LIABILITY TO YOU PURSUANT TO THESE TERMS SHALL NOT EXCEED THE GREATER OF EITHER (a) FIFTY DOLLARS (\$50),

## **Indemnity**

You agree to indemnify and hold CampusCares and its subsidiaries, affiliates, directors, officers, agents, representatives, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise seek to make available through the Services, your use of the Services, your connection to the Services, your violation of the Terms, your violation of any data protection or privacy laws, or your violation of any rights of another person or entity. Your rights with respect to CampusCares are not modified by the foregoing indemnification if the laws of your country of residence, applicable as a result of your use of our Services, do not permit it.

## **Notice for California Users**

Under California Civil Code Section 1789.3, California users are entitled to the following specific consumer rights notice: If you have a complaint regarding the Services that you think we have not adequately resolve, the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

## **Dispute Resolution**

The sections below concerning arbitration, class-action waiver, exception, third day right to opt out and time limitation of claims do not apply to users who live in the European Union.

### **Arbitration**

The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through good-faith negotiations, which shall be a precondition to either party initiating a lawsuit or arbitration. Except for disputes relating to the CampusCares's intellectual property (such as trademarks, trade dress, domain names,

trade secrets, copyrights, and patents) or if you opt out of this agreement to arbitrate, all claims arising out of or relating to this Agreement and your use of the Services shall be finally settled by binding arbitration administered by JAMS in accordance with its provisions and procedures for consumer-related disputes, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court; provided, however, that the arbitrator will not have authority to award damages, remedies, or awards that conflict with this Agreement. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, CampusCares will pay the additional cost. You and CampusCares hereby expressly waive trial by jury. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if CampusCares is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and that the right to discovery may be more limited in arbitration than in court.

#### Class-Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only, and not as a class action or other representative action. If any court or arbitrator determines that the class-action waiver set forth in this section is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

#### Exception—Litigation of Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

You have the right to opt out and not be bound by the arbitration- and class-action-waiver provisions set forth in this section by sending written notice of your decision to opt out to the following address: **Where we register**. Notice must be sent within 30 days of registering to use the Services; otherwise, you shall be bound to arbitrate disputes in accordance with these Terms. If you opt out of these arbitration provisions, CampusCares also will not be bound by them. In addition, if you elect to opt out of these arbitration provisions, CampusCares may terminate your use of the Services.

#### Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with CampusCares and these Terms must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

## Termination

You agree that CampusCares may, under certain serious circumstances and without prior notice, immediately suspend or terminate your account and/or access to the Services. Cause for such suspension or termination shall include, but not be limited to, (a) breaches or violations of the Terms or other incorporated agreements, policies or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Services (or any portion thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) nonpayment of any fees owed by you in connection with the Services. In some cases, you may have the right to appeal, for example, as described in our [Acceptable Use Policy](#). Termination of your account may include (x) removal of access to all offerings within the Services, (y) deletion of your information, files and Content associated with your account, and (z) barring of further use of the Services. Further, you agree that all suspensions or terminations for cause shall be made in CampusCares's sole discretion and that CampusCares shall not be liable to you or any third party for any suspension or termination of your account or access to the Services. The following Sections shall survive termination of your account and/or the Terms: Content and Conduct, Clubs, Proprietary Rights, Your Feedback, Disclaimer of Warranties and Liability, Indemnity, and General.

## **General**

You agree that no joint venture, partnership, joint controllership, employment or agency relationship exists between you and CampusCares as a result of the Terms or your use of the Services. The Terms constitute the entire agreement between you and CampusCares with respect to your use of the Services. The failure of CampusCares to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You may not assign, delegate or otherwise transfer your account or your obligations under these Terms without the prior written consent of CampusCares. CampusCares has the right, in its sole discretion, to transfer or assign all or any part of its rights under these Terms and will have the right to delegate or use third party contractors to fulfill its duties and obligations under these Terms and in connection with the Services. CampusCares's notice to you via email, regular mail or notices, posts, or links on the Services shall constitute acceptable notice to you under the Terms. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Section titles and headings in the Terms are for convenience only and have no legal or contractual effect. Any rights not expressly granted herein are reserved.

## **Modification of the Terms and Services**

Certain provisions of the Terms may be supplemented or superseded by expressly designated legal notices or terms located on particular pages on the Services. reserves the right to update the Terms at any time and for any reason in its sole discretion. CampusCares will notify you in advance of any material changes to the Terms. By continuing to access or use the Services after we have provided you with notice of a modification, you are agreeing to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services and [delete your account](#).

CampusCares and its third party service providers may make improvements and/or changes in the Services, products, services, mobile applications, features, programs, and prices described at any time and for any reason in its sole discretion. For example, the mobile application may download and install upgrades, updates and additional features in order to improve, enhance, and further develop the Services. CampusCares reserves the right at any time to modify or discontinue, temporarily or permanently, the Services or any portion thereof with or without notice. You agree that CampusCares shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service