

Emory Bubble Website and Online Community Terms and Conditions of Use (v1.0)

Welcome to Emory Bubble, your private Academic Community Network!

The terms below govern your access to and the use of the Site, the Services, and the Content as defined below.

Campus Bubble, LLC and Campus Bubble 30322, LCC (“Site” or “Campus Bubble” or “Emory Bubble” or “We” or “Us” or “Our”) provide a private academic community network to prospective students, current students, alumni, faculty, staff, and community vendors (“User” or “You” or “Your”). The Academic Community Network™, the ability to create subgroups called “Bubbles”, and the services provided through such Site (“Services”), are accessible at www.thecampusbubble.com and www.emorybubble.com as well as via related applications distributed through third parties. Your college, university, or other organization (“Sponsor” or “Community”) has purchased our Services for your use.

WE PROVIDE THIS SITE AND RELATED SERVICES AND APPLICATIONS SUBJECT TO YOUR COMPLIANCE WITH THESE TERMS AND CONDITIONS OF USE, AS AMENDED FROM TIME TO TIME WITHOUT NOTICE TO YOU (the "Terms").

Please review the most current version of our Terms and our Privacy Policy through www.thecampusbubble.com. We may offer other services from time to time that may be governed by different Terms of Use. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Service or Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Service or Content, as applicable. Terms shall be effective upon posting on www.thecampusbubble.com. Your continued use of the Services after we post a revised Agreement signifies your acceptance of the revised Agreement. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Service.

YOU ACKNOWLEDGE AND AGREE THAT BY SELECTING THE “I AGREE TO THE TERMS OF USE” BOX DURING REGISTRATION, OR ACCESSING OR USING THE SITE OR SERVICE, OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE OR THROUGH THE SERVICE, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED ON OR THROUGH THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, SERVICE OR COLLECTIVE CONTENT.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY:

In order to use the Service, you need to (a) be 18 or older, or be 14 or older and have your parent or guardian's consent to these Terms, and (b) have the power to enter a binding contract with us and are not barred from doing so under any applicable laws.

IF YOU ARE UNDER THE AGE OF 18, YOU MUST HAVE YOUR PARENT OR GUARDIAN READ THESE TERMS AND AGREE TO THEM FOR YOU. IF YOUR PARENT OR GUARDIAN DOES NOT READ AND AGREE TO THESE TERMS ON YOUR BEHALF, YOU DO NOT HAVE PERMISSION TO USE THE SITE OR SERVICES.

The Site and Service are not intended for use by persons who are 13 or younger. Any access to or use of the Site or Service by anyone 13 or younger is expressly prohibited except in the limited circumstances described below. We will not make the Site and Service available to persons who are 13 or younger, and you are prohibited from inviting or permitting persons who are 13 or younger to join a course created by you, unless a written agreement is in place between Us and the Sponsor you work for permitting Us to collect personal information from students for the use and benefit of the school or school district in compliance with the Children's Online Privacy Protection Act (COPPA).

1. Acceptance. Each time you use or cause access to this Site and related services and applications, you are agreeing to be bound by these legally binding Terms, without limitation or qualification. If you use a particular service on or through this Site, you will be subject to any additional rules or guidelines that are applicable to those services. If you do not wish to be bound by these Terms of Use, you may not access or use the Services.

2. Our Service. The owners of this Site exclusively reserve the right and may, at any time and without notice and any liability to you (i) modify or discontinue this Site and any service hereunder, or your individual access to this Site, and part thereof, or services thereunder, whether temporarily or permanently, and (ii) delete in whole or in part any data you provide, whether temporarily or permanently. We are not responsible or liable for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information on this Site or for your inability to access such data or information. We may add additional features to the current Services, change or eliminate features, change nomenclature, and make other changes at any time which will be subject to these Terms. We assume no responsibility for the personalizations, timeliness, mis-delivery, deletion, or failure to store any user communications.

In order to use the Services, you must obtain access to the World Wide Web, either directly or through devices that access web-based networks, and pay any service and/or telephony fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

You understand and agree that the Services may include exposure to sponsored content and advertisements. You understand and agree that the display of such advertisements is necessary for us to provide Services. You understand and agree that we perform technical functions necessary to offer the Services, including but not limited to transcoding and/or reformatting data to allow its use throughout the provided Services.

3. Web Copyright Information. Except where indicated, all pages within this Site are the property of Emory Bubble or its affiliates, and all such content is Copyright © 2013 by Emory

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We do not claim any ownership rights over user submitted information or data of any kind, whether text, files, software, code, works of authorship, applications, music or sound, photographs or graphics, video or other materials (collectively, "Content"). After posting Content on the Site, you continue to retain any such rights that you may have in your Content, subject to the limited license herein. By displaying or publishing any Content on or through Our Services, you hereby grant to Us a limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such Content on Campus Bubble. This limited license does not grant Us the right to sell or otherwise distribute your Content outside of the Campus Bubble Services. After you remove your Content from the Site, we will cease distribution as soon as practicable, and at such time when distribution ceases, the license will terminate.

Except as declared within this Agreement, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content.

4. Trademark Notice. "Campus Bubble" and the "Emory Bubble" logo as well as "Academic Community Network" contain trademarks and service marks. You acknowledge and agree that the Site, Service and Content, including all associated intellectual property rights, are the exclusive property of Campus Bubble or its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Service or Content. All other trademarks, service marks, and logos used in this Site are the trademarks, service marks or logos of their respective owners.

5. Registration. Our Site requires you to register and verify your status as a member of your Academic Community. You agree to receive invitations to register by a member of your community but you can contact us at legal@thecampusbubble.com if you would like us to block notifications and invitations to you. When you register, you will provide truthful, accurate, and complete information. You must maintain the prompt accuracy of all such information, "Your Data". You are solely responsible (a) for maintaining the confidentiality of your password, and (b) for all uses of this Site by any person who logs on under your registration, user account, or password, whether authorized or unauthorized by you. You represent and warrant the fact that you are affiliated with the Sponsor and that you currently have all necessary eligibility from the Sponsor necessary to preform functions on the Site. You shall immediately notify us by email to legal@thecampusbubble.com of any unauthorized use of your registration, user account, or password.

You may register directly via the Site or by logging into your Account with certain third party social media or social networking sites ("SNS") (including, but not limited to, Facebook) via the Site, as described herein. If you decide to register through an SNS, we may extract the personal information you have provided to the SNS (such as for instance your "real" name, photograph, email address and other information you make publicly available via the SNS) from the account you have with the applicable SNS and use that information to create your Account. The specific information that we extract may depend on the privacy settings you have with the SNS. You

hereby consent to our access to and collection of such personal information about you.

You understand and agree that the Services may include certain communications from us, including service announcements and administrative alerts. These communications and other notifications are considered part of your registration, and you may not be able to opt out of receiving them.

Please choose the information you post on Emory Bubble and that you provide to other Users carefully. Your profile may not include any form of Prohibited Content, as outlined in Section 7 below. Despite this prohibition, information provided by other Users (for instance, in their Bubble) may, in whole or in part, be unauthorized, impermissible or otherwise violate this Agreement, and We assume no responsibility or liability for this material.

We reserve the right, in our sole discretion, to reject, refuse to post or remove any posting by you, or to deny, restrict, suspend, or terminate your access to all or any part of the Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. We expressly reserve the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Services if we determine, in our sole discretion, that you have violated this Agreement or pose a threat to the Site, Services, and/or its Users.

6. Privacy Policy. Registration data and other personally identifiable information that we may collect is subject to the terms of our Privacy Policy. Our Privacy Policy is incorporated into these Terms by reference. The Privacy Policy is accessible via www.thecampusbubble.com.

When creating content, or at any time thereafter, Users can choose where and how the content is shared within the Site. Content in private a Bubble is only accessible to displayed members of that Bubble. If you receive an invitation from another User to join a Bubble, you are prohibited from sharing it with any third party without the User's prior consent.

7. Your Conduct. Our Services are only for the academic and personal use of Users. Users may not utilize Our Services for commercial endeavors. Illegal and/or unauthorized use of the Services, including collecting User email addresses by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the website, or employing third party promotional sites or software to promote profiles for money, is prohibited. Commercial advertisements, affiliate links, and other forms of unauthorized solicitation may be removed without notice or explanation and may result in termination of access to Services. We reserve the right to take all appropriate legal action for any illegal or unauthorized use of the Services.

You are solely responsible for the Content that you post on the Site, for any material or information that you transmit to other Users on the Site, and for your interactions with other Users. Members of a private Bubble including the user that created the Bubble, administrators, as well as all additional Users with access to the Bubble are responsible for policing content within their Bubble according to community policies as well as the Terms of Use of Campus Bubble.

You must flag any content you find that does not comply with all the policies in this document. If content is flagged or sent to us for our attention, we reserve the right to follow any course of action, including duplicating and sharing the content as we, in our sole discretion, deem

necessary. Such content may be used as evidence.

We require that the quality of the content and services mentioned in content such as student events shall be of high quality in a manner appropriate for the Community. Users may not operate or use Services in a manner that will tarnish, dilute, or bring the Sponsor into disgrace, or otherwise damage the distinctiveness, prestige, image, reputation, or goodwill associated with the community. Content must always be in good taste and cannot include any profanity, any sexually explicit material, or any racial or other epithets. Content may not promote illegal drug use or excessive or underage drinking.

Advertising and promotional material that makes any reference to alcoholic beverages must meet all of the following conditions: (i) the material lists only the availability and price of an alcoholic beverage and does not include any advertising or promotional material, e.g. notifications and alerts that mention alcoholic beverages would not be permissible; (ii) listings mentioning alcohol are made only for events that also offer a menu of food items; (iii) the listings do not contain any material that promotes excessive or underage alcohol consumption; (iv) the web page on which alcohol-related content appears must include appropriately-worded warning concerning excessive or underage drinking; and (v) alcohol related listings should never receive greater emphasis than food items in a Bubble. Any permission to make alcohol related listings shall be subject to the terms of any alcohol policy that the Community may enact or promulgate.

We do not actively monitor, filter, or censor any portion of the Academic Community Network. Campus Bubble and Sponsors assume no responsibility for monitoring the Services for inappropriate Content or conduct. If at any time Campus Bubble chooses, in its sole discretion, to monitor the Services, Campus Bubble nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content. You must flag any content you find that does not comply with policies. If content is flagged or sent to us for our attention, we reserve the right to follow any course of action, including duplicating and sharing the content as we, in our sole discretion, deem necessary. Such content may be used as evidence and is not subject to deletion.

All Content, publicly or privately provided, shall be the sole responsibility of the person providing the Content or the person whose user account is used when providing the Content. Our Site may expose you to Content that may be objectionable or offensive to you individually. We shall not be responsible or liable to you in any way for the Content that appears on Site nor for any error or omission thereof. All opinions contributed to this site are those of individual guest users and do not reflect the opinions of the employees or management of Company.

When you use this Site or any service provided, you shall NOT under any circumstance submit Prohibited Content such as:

(a) provide any Content or perform any conduct or promote any behavior that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortious, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic, exploitative, racist, to others, or is designed to or does interfere or interrupt this Site or any service provided, or is infected with a virus or other destructive or deleterious programming routine, or gives rise to civil or criminal liability, or which may violate an applicable local, national, or international law,

including laws relating to copyrights, trademarks, patents, or trade secrets;

(b) impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any Content provided by you, or include a photograph or video of another person without that person's consent;

(c) collect or harvest any data about other users, or solicit personal information from anyone under 18, or creates a privacy or security risk to any person; or

(d) provide or use this Site and any Content or service in any commercial manner or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent.

By providing any Content to our Site: (a) you warrant and represent that you have all legal rights that are associated with the Content; (b) you grant Campus Bubble a worldwide, royalty-free, non-revocable, fully-paid, sublicensable, non-exclusive license and any other necessary right to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, delete, and to create derivative works and compilations of, in whole or in part, such Content, which license and any other right shall apply regarding any form, media, technology now known or later developed; and (c) we shall have the right (but not obligation), in our sole discretion, to refuse to publish or to remove or block access to any such Content at any time and for any or no reason, with or without notice and without liability. You must represent and warrant that Content submitted by you on the Site does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of any Content posted by you on the Site.

We welcome and encourage you to provide testimonials, feedback, comments and suggestions for improvements to the Site or Service ("Feedback"). You may submit Feedback through <http://support.emorybubble.com/>. You acknowledge and agree that if you submit any Feedback to us, you hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

8. Third Party Services. Goods and services of third parties may be advertised or made available on or through this Site. Representations made regarding such third party products and services provided are governed by the policies and representations made by said third parties. COMPANY shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties or use of such goods and services.

9. Indemnification. You hereby irrevocably indemnify and hold us and our affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and cobranders ("Indemnitees") harmless from any claim or demand, including those for reasonable attorney's fees, that may be made by any third party and that is due to or arising out of your conduct or connection with this Site or service, your provision of Content, your violation of these Terms, or any other violation by you of the rights of another person or party.

10. Warranty Disclaimer. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," AT YOUR OWN RISK, AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE AND SITE-RELATED SERVICES.

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WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR ARISING OUT OF (a) THE USE OF OR THE INABILITY TO USE THE SITE OR SERVICE, (b) THE COST TO OBTAIN SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO ON THROUGH THE SITE OR SERVICE, (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR SERVICE, OR (e) ANY OTHER MATTER RELATING TO THE SITE OR SERVICE.

Campus Bubble makes no guaranties as to the correctness or accuracy of the Site or the Content. It is possible that the Site could include inaccuracies or errors, and that unauthorized additions, deletions, and alterations could be made to the Site by third parties. If an inaccuracy arises, you may inform Campus Bubble so that it can be corrected.

Some jurisdictions may not allow disclaimers of implied warranties; therefore, some or all of the above disclaimers may not apply to you.

11. Reservation of Rights. We are not providing you with any implied or express licenses or rights by making this Site or the services available to you. You will have no rights to make any commercial uses of our Site or service without our prior written consent.

12. Applicable Law/Jurisdiction. These Terms, and any dispute arising out of or related to your use of this Site or the services, shall be governed by and construed in accordance with the laws of the State of Georgia, USA, without regard to its conflicts of law provisions. All disputes arising out of our related to these Terms, the Site, or the services shall be exclusively subject to the jurisdiction and venue of the state and federal courts sitting in the County of Fulton, in the State of Georgia, USA, and you irrevocably waive any objection to such jurisdiction and venue, including those based on *forum non conveniens*. In any related action, the prevailing party will be entitled to costs and attorneys' fees.

14. Designated Agent. The Digital Millennium Copyright Act, signed into law on October 28, 1998, amended the copyright law to provide limitations for service provider liability relating to material online.

15. Confidentiality. The Digital Millennium Copyright Act, signed into law on October 28, 1998, amended the copyright law to provide limitations for service provider liability relating to material online.

13. Miscellaneous. The failure of either party to assert any right under these Terms shall not be considered a waiver of any that party's right, and that right will remain in full force and effect. These Terms, and the provisions incorporated by reference herein, constitute the entire agreement between the parties pertaining to the subject matter hereof, and any and all prior written or oral agreements existing between the parties are expressly canceled. Campus Bubble may alter these Terms by posting notice of such modification on a page of the Site entitled "Legal Notices" or "Legal Information" (or similar title) before the alteration takes effect. Any claim or cause arising out of this Site or the services must be filed by you within one year after such claim or cause arose, otherwise the claim shall be forever barred. Campus Bubble may assign its rights and obligations under these Terms, upon which Campus Bubble shall be relieved of any further obligation. If any of the provisions of these Terms are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.

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