

GRADAPP LLC TERMS OF SERVICE

Thank you for using GradAPP. We are glad to have you as part of our community. These terms (these "**Terms**") apply to your use of grad-app.com and any related websites, our mobile application(s) (each, an "**App**"), and all other online products and services (collectively, the "**Service**") of GradAPP LLC ("**GradAPP**," "**we**," "**us**" or "**our**").

Accepting these Terms

If you access or use the Service, or by clicking that you agree when prompted by GradAPP, you are entering into a binding agreement with GradAPP and agree to be bound by all of the terms below. Please read all of the terms before you use the Service. If a term does not make sense to you, please let us know. If you don't agree to all of the terms below, you may not use the Service.

Charges to these Terms

We encourage you to review the Terms regularly to know about our practices. We may change these Terms from time to time. For example, we may change these Terms if we come out with a new feature. If we make changes, we will let you know by revising the date at the top of the policy and, in some cases, provide you with additional notice (such as sending you an email notification). Any changes we make to these Terms will be effective when we post them. If you use the Service after we have posted the changed Terms, then you have accepted the changes to these Terms.

Privacy Policy

For information about how we collect, use and share information about your use of the Service, please see our Privacy Policy.

Description of the Service

GradAPP offers various Apps and related Services that provide information and interactive features regarding your attendance at certain events (for example, commencement activities) organized by your college, university or other event coordinator ("**Event Coordinator**"). Through the Services, you can access and post Content to the interactive features of the Services (including the App). "**Content**" includes any materials that you post to our Service, including photos, videos, and discussion posts.

Further, the Services provide you with access to features and content that are provided by Event Coordinators, other GradAPP users or third parties ("**Third Party Materials**"). Third Party Materials include information about your event provided by your Event Coordinator, links to third party websites or any other content provided by a third party other than GradAPP. Our users may also include Third Party Materials in the Content that they post to the Service.

Creating Accounts

When you create a member account you agree to maintain the security of your password and accept all risk that someone may access your account without your permission. If you discover or suspect any Service security breaches, please let us know as soon as possible. You represent and warrant to us that all information that you provide in connection with your account is accurate, truthful, current and complete. GradAPP reserves the right to deny, deactivate, or terminate any account at our discretion.

The Services are not intended for users who are under the age of 13. In order to use the Services and create a member account, you must be 13 years of age or older. By creating a member account, you represent and warrant that you are 13 years of age or older.

Right to Use the Service

On the condition that you fully comply with these Terms, GradAPP grants you a limited, nonexclusive, non-transferable and revocable license to access and use the Service.

If you download and use our App, the terms of this license will also govern any upgrades provided by GradAPP that replace and/or supplement the original App, unless the upgrade is accompanied by a separate license, in which case the terms of that license will govern. The App may only be used on mobile devices that you own or control. The software you download consists of a package of components, including certain third party software provided under separate third party license terms.

Except as expressly authorized by these Terms, you may not: (a) modify, disclose, alter, translate or create derivative works of the Service; (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Service; (c) disassemble, decompile or reverse engineer any of the software components of the Service; (d) copy, frame or mirror any part of the Service; (e) interfere with or disrupt the integrity or performance of the Service; or (f) attempt to gain unauthorized access to the Service or its related systems or networks.

Prohibited Use of the Service

You may not post or otherwise make available on or through the Service any of the following:

- Private information of any other person (including names, email addresses, phone numbers, Social Security numbers and financial information);
- Content that is libelous, defamatory, abusive, offensive or hateful;
- Content that is obscene, pornographic, indecent or sexually explicit, or that depicts graphic, excessive or gratuitous violence;
- Content that is illegal, harmful or offensive or that would encourage, solicit, foster, glorify or provide instructions for any criminal or civil offense;
- Content that may infringe, misappropriate or violate any intellectual property rights, rights of privacy, rights of publicity or any other rights of others;
- Viruses, corrupted data or other harmful, disruptive or destructive files or code;
- Content that, in GradAPP's judgment, is objectionable, may restrict or inhibit another from enjoying the Service or may expose GradAPP or users of the Service to harm or liability of any type; and/or
- Content that you are contractually or legally required to keep confidential.

Also, you may not do any of the following in connection with the Service or other users:

- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service or that could damage, disable, overburden or impair the functioning of the Service;
- Collect any personal information about other users;
- Intimidate, threaten, stalk, bully or otherwise harass other users;

- Post spam or commercial messages through the Service;
- Create an account or any post any Content if you are not over 13 years of age;
- Use automated means to submit or edit Content;
- Use the Services for any illegal or unauthorized purpose or to engage in, encourage or promote any activity that is unlawful or that violates these Terms; and
- Circumvent or attempt to circumvent any filtering, security measures, rate limits or other features designed to protect the Service, its users, or third parties.

Your use of the Service is at your own risk. GradAPP is not responsible or liable for the conduct of, or your interactions with, any other users (whether online or offline) or for any related damage or harm. As a provider of interactive services, GradAPP is not liable for Content. Although we have no obligation to screen, edit or monitor Content, we reserve the right, and have the discretion, to screen, edit or remove any Content at any time, for any reason and without notice. You represent and warrant that (a) you own and control all of the rights to all Content that you post or that you otherwise have the right to post your Content to the Services; (b) the Content you post is accurate and not misleading; and (c) our use and posting of the Content you supply does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

Third Party Materials

Third Party Materials are made available by GradAPP on or through the Services solely as a convenience to our users and for informational purposes only. We do not control or endorse any Third Party Materials nor are we responsible for reviewing the accuracy or reliability of any Third Party Materials. Your dealings or correspondence with third parties (including Event Coordinators), and any terms, conditions, warranties or representations applicable to any Third Party Materials, are solely between you and the applicable third party. When you leave our Services, you should be aware that these Terms and all other GradAPP policies no longer govern your use of other websites and services. We have no liability for your reliance on any Third Party Materials obtained through your use of the Services.

Reporting and Removal

GradAPP users may report Content to GradAPP that he/she thinks violates these Terms, and GradAPP may remove that Content, suspend or terminate the account of the user who made posted the Content and/or take additional action to enforce these Terms against such user.

Also, in accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, GradAPP has adopted a policy of terminating, in appropriate circumstances and at our discretion, account holders who are deemed to be repeat infringers. We also may, at our discretion, limit access to the Service and terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

If you think that anything on the Service infringes upon any copyright that you own or control, you may file a notification with GradAPP's Designated Agent as set forth below:

Designated Agent:

Ari Ditkosfsky

Address of Designated Agent:

1221 N. Marion Court, Unit 3
Chicago, Illinois 60622

Telephone Number of Designated Agent: 847-544-9325

Email Address of Designated Agent: privacy@grad-app.com

Please see [17 U.S.C. § 512\(c\)\(3\)](#) for the requirements of a proper notification. If you knowingly misrepresent that any material or activity is infringing, you may be liable for any damages, including costs and attorneys' fees, GradAPP or the alleged infringer incurs because we relied on the misrepresentation when removing or disabling access to the material or activity.

GradAPP's Rights

You own all of your Content. However, when you post, link or otherwise make available Content to the Service, you grant us a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right (including to Event Coordinators) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content throughout the world in any manner or media, on or off the Service. GradAPP reserves all rights not expressly set forth in these Terms.

As between you and GradAPP, all information, materials and content of the Service, including text, graphics, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces, source and object code, format, queries, algorithms and other content is owned by GradAPP or is used with permission.

Feedback

Any suggestions, comments or other feedback you give us about the Service will be our confidential information. We are free to use, disclose, reproduce, license, distribute and exploit this feedback as we see fit, without compensation to you or any obligation or restriction because of any intellectual property rights or otherwise.

Disclaimers

THE SERVICE AND ANY CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE (INCLUDING THIRD PARTY MATERIALS) ARE PROVIDED TO YOU ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. WE DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE (INCLUDING THIRD PARTY MATERIALS) WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE.

Limitation of Liability

IN NO EVENT WILL GRADAPP BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY OTHER SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE (INCLUDING THIRD PARTY MATERIALS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES OR ARE AWARE OF THE POSSIBILITY OF THESE DAMAGES.

Indemnification

You will defend, indemnify, and hold us harmless from and against any actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including reasonable attorneys' fees, costs, penalties, interest, and

disbursements) arising from or related to your conduct with respect to the Service or violation (or alleged violation) of these Terms or the rights of any third party by you or any person using your GradAPP account.

Changes to the Service

GradAPP reserves the right in our discretion to review, improve, change or discontinue, temporarily or permanently, the Service and/or any features, information, materials or content on the Service with or without providing notice to you. GradAPP will not be liable to you or any third party for any changes or discontinuance of the Service or any part of the Service.

Consent to Electronic Communications

By using the Service, you agree that we may communicate with you electronically regarding your use of the Service and that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communications be in writing. To withdraw your consent from receiving electronic notice, please notify us at help@grad-app.com.

Suspension and Termination

GradAPP may suspend or terminate your rights to access or use the Service (including the App) for any reason or for no reason at all and with or without notice at GradAPP's discretion. All of the terms of these Terms (excluding our license grants to you) will survive any termination or suspension. You may cancel your account at any time by using the tools in your member account, uninstalling the App or by contacting us at help@grad-app.com.

Governing Law; Arbitration

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH GRADAPP AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM GRADAPP.

In the event of any controversy or claim arising out of or relating in any way to these Terms or the Service, you and GradAPP agree to consult and negotiate with each other and, recognizing your mutual interests, try to reach a solution satisfactory to both parties. If we do not reach settlement within a period of 60 days, then either of us may, by notice to the other demand mediation under the mediation rules of the American Arbitration Association in Chicago, Illinois. We both give up our right to litigate our disputes and may not proceed to arbitration without first trying mediation, but you and GradAPP are NOT required to arbitrate any dispute in which either party seeks equitable and other relief from the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. Whether the dispute is heard in arbitration or in court, you and GradAPP will not commence against the other a class action, class arbitration or other representative action or proceeding.

If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim will be resolved by arbitration in accordance with the rules of the American Arbitration Association before a single arbitrator in Chicago, Illinois. The language of all proceedings and filings will be English. The arbitrator will render a written opinion including findings of fact and law and the award and/or determination of the arbitrator will be binding on the parties, and their respective administrators and assigns, and will not be subject to appeal. Judgment may be entered upon the award of the arbitrator in any court of competent jurisdiction. The expenses of the arbitration will be shared equally by the parties unless the arbitration determines that the expenses will be otherwise assessed and the prevailing party may be awarded its attorneys' fees and expenses by the arbitrator. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 90 days from the date the arbitrator is appointed. The arbitrator may extend this time limit only if failure to do so would unduly prejudice the rights of the parties. Failure to adhere to this time limit will not constitute a basis for challenging the award. Consistent with the expedited nature of arbitration, pre-hearing information exchange will be limited to the reasonable production of relevant, non-privileged documents, carried out expeditiously.

General

Enforcement of these Terms is solely at GradAPP's discretion. Failure to enforce any part of these Terms in some instances does not constitute a waiver of our right to enforce the same or other part of these Terms in other instances. If any provision of these Terms is or becomes unlawful, void or otherwise unenforceable (including the warranty disclaimers and liability limitations above), then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining provisions of these Terms will continue in full force and effect. These Terms are binding upon and inure to the benefit of the parties and their permitted successors and assigns. Notwithstanding the foregoing, you may not assign your rights under these Terms without GradAPP's prior written consent. GradAPP will be permitted to assign its rights under these Terms in its sole discretion. As used in these Terms, "including" means "including (without limitation)." The section headings these Terms and are for reference purposes only and will not affect the meaning or interpretation of these Terms.

NOTICE REGARDING APPLE

Notwithstanding any terms to the contrary in these Terms, the following additional terms will apply to the download of the App for use on the iPhone, iPod Touch or iPad:

You and GradAPP acknowledge that the terms are solely between you and GradAPP, and not with Apple, Inc. ("**Apple**"), and that GradAPP, not Apple, is solely responsible for the Service, the content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Apple iPhone App Store ("**App Store**"). You agree to pay all fees charged by the App Store in connection with the App (if any). You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the Usage Rules for the Apple App Store Terms of Service ("**Apple Usage Rules**") as of the date you download the App. In the event of any conflict between the terms and conditions of the Apple Usage Rules and the terms and conditions of these Terms, the terms and conditions of the Apple Usage Rules will govern if they are more restrictive.

Scope of License

The license granted to you is limited to a non-transferable license to use the App on any iPhone, iPod Touch or iPad that you own or control as permitted by the Apple Usage Rules.

Maintenance and Support

GradAPP is solely responsible for providing maintenance and support services with respect to the App. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

Warranty

You acknowledge and agree that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the App by you, and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. You also acknowledge and agree that to the extent that there are any applicable warranties, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty, such will be the sole responsibility of GradAPP. However, you understand and agree that, in accordance with these Terms, GradAPP has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App, except those implied by law.

Product Claims

You and GradAPP acknowledge and agree that as between Apple and GradAPP, GradAPP, not Apple, is responsible for addressing any of your claims or any third party claims relating to the App or your possession and/or use of the App, including, but not limited to (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation.

Intellectual Property Rights

You and GradAPP acknowledge and agree that, in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, GradAPP, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.

Legal Compliance

You represent and warrant that (a) you are not 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

Developer Name and Address

Any end-user questions, complaints or claims with respect to the App should be directed to:

GradAPP LLC
1211 N. Marion Court, Unit 3
Chicago, Illinois 60622
help@grad-app.com

Third Party Beneficiary

The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce any of the terms and conditions of these Terms against you as a third party beneficiary thereof.
