**Terms of Service**

By creating an account you acknowledge the text that appears at the top of every page: This is a school project for demonstration purposes only. We take no responsibility for your actions. No actual functionality is offered or to be expected. Any content posted may be removed for the sole reason of not being part of the project.

**For Demonstration Only.** An Example of Real World Terms of Service. **For Demonstration Only.**

**Terms of Service**

Welcome to Cleansweep!

These Terms govern your use of Cleansweep and the features, apps, services, technologies, and software we offer (the Cleansweep Products or Services), except where we expressly state that separate terms (and not these) apply.

**1. Our Data Policy and Your Privacy Choices**

To provide these services, we must collect and use your personal data.

To provide the Cleansweep Products, we must process information about you. The types of information we collect depend on how you use our Products.

We collect the content, communications and other information you provide when you use our Products, including when you sign up for an account, create or share content, and message or communicate with others. This can include information in or about the content you provide (like metadata), such as the location of a photo or the date a file was created. It can also include what you see through features we provide, such as our camera, so we can do things like suggest masks and filters that you might like, or give you tips on using camera formats. Our systems automatically process content and communications you and others provide to analyze context and what's in them for the purposes described below. Learn more about how you can control who can see the things you share.

We collect information about the parks you view and how you interact with them across our Products. We also collect contact information if you choose to upload, sync or import it from a device (such as an address book or call log or SMS log history).

We collect information about how you use our Products, such as the types of content you view or engage with; the features you use; the actions you take; and the time, frequency and duration of your activities. For example, we log when you're using and have last used our Products, and what reports and other content you view on our Products. We also collect information about how you use features like our camera.

We also receive and analyze content, communications and information that other people provide when they use our Products. This can include information about you.

As described below, we collect information from and about the computers, phones, connected TVs and other web-connected devices you use that integrate with our Products, and we combine this information across different devices you use. For example, we use information collected about your use of our Products on your phone to better personalize the content (including ads) or features you see when you use our Products on another device, such as your laptop or tablet, or to measure whether you took an action in response to an ad we showed you on your phone on a different device.

Information we obtain from these devices includes:

Device attributes: information such as the operating system, hardware and software versions, battery level, signal strength, available storage space, browser type, app and file names and types, and plugins.

Device operations: information about operations and behaviors performed on the device, such as whether a window is foregrounded or backgrounded, or mouse movements (which can help distinguish humans from bots).

Identifiers: unique identifiers, device IDs, and other identifiers, such as from games, apps or accounts you use, and Family Device IDs (or other identifiers unique to Cleansweep Company Products associated with the same device or account).

Device signals: Bluetooth signals, and information about nearby Wi-Fi access points, beacons, and cell towers.

Data from device settings: information you allow us to receive through device settings you turn on, such as access to your GPS location, camera or photos.

Network and connections: information such as the name of your mobile operator or ISP, language, time zone, mobile phone number, IP address, connection speed and, in some cases, information about other devices that are nearby or on your network, so we can do things like help you stream a video from your phone to your TV.

Cookie data: data from cookies stored on your device, including cookie IDs and settings. Learn more about how we use cookies in the Cleansweep Cookies Policy.

Advertisers, app developers, and publishers can send us information through Cleansweep Business Tools they use, including our APIs and SDKs, or the Cleansweep pixel. These partners provide information about your activities off Cleansweep—including information about your device, websites you visit, purchases you make, the ads you see, and how you use their services—whether or not you have a Cleansweep account or are logged into Cleansweep. For example, a park developer could use our API to tell us what parks you visit. We also receive information about your online and offline actions and purchases from third-party data providers who have the rights to provide us with your information.

Partners receive your data when you visit or use their services or through third parties they work with. We require each of these partners to have lawful rights to collect, use and share your data before providing any data to us.

We use the information we have (subject to choices you make) as described below and to provide and support the Cleansweep Products and related services described in the Cleansweep Terms. Here's how:

We use the information we have to deliver our Products, including to personalize features and content on and off our Products. To create personalized Products that are unique and relevant to you, we use your connections, preferences, interests and activities based on the data we collect and learn from you and others (including any data with special protections you choose to provide); how you use and interact with our Products.

Information across Cleansweep Products and devices: We connect information about your activities on different Cleansweep Products and devices to provide a more tailored and consistent experience on all Cleansweep Products you use, wherever you use them. For example, we can suggest that you follow a park on Cleansweep followed by people you follow or communicate with on social media. We can also make your experience more seamless, for example, by automatically filling in your registration information (such as your phone number) from one Cleansweep Product when you sign up for an account on a different Product.

Location-related information: We use location-related information-such as your current location, where you live, the places you like to go, and the businesses and people you're near-to provide, personalize and improve our Products, including ads, for you and others. Location-related information can be based on things like precise device location (if you've allowed us to collect it), IP addresses, and information from your and others' use of Cleansweep Products (such as check-ins or events you attend).

Product research and development: We use the information we have to develop, test and improve our Products, including by conducting surveys and research, and testing and troubleshooting new products and features.

Ads and other sponsored content: We use the information we have about to select and personalize ads, offers and other sponsored content that we show you.

We use the information we have (including your activity off our Products, such as the websites you visit and ads you see) to help advertisers and other partners measure the effectiveness and distribution of their ads and services, and understand the types of people who use their services and how people interact with their websites, apps, and services.

We use the information we have to verify accounts and activity, combat harmful conduct, detect and prevent spam and other bad experiences, maintain the integrity of our Products, and promote safety and security on and off of Cleansweep Products.

Reports are public information and public information can be seen by anyone, on or off our Products, including if they don't have an account. This includes your Cleansweep username. You, other people using Cleansweep, and we can provide access to or send public information to anyone on or off our Products, including in other Cleansweep Company Products, in search results, or through tools and APIs. Public information can also be seen, accessed, or downloaded through third-party services such as search engines, APIs, and offline media such as TV, and by apps, websites and other services that integrate with our Products.

**Content others share about you** - You should consider what content you choose to put in reports, because people who can see your activity on our Products can choose to share it with others on and off our Products, including people and businesses outside the audience you shared with.

**Apps, websites, and third-party integrations on or using our Products.** - When you choose to use third-party apps, websites, or other services that use, or are integrated with, our Products, they can receive information about what you post. Information collected by these third-party services is subject to their own terms and policies, not this one.

**New owner**. - If the ownership or control of all or part of our Products or their assets changes, we may transfer your information to the new owner.

**Sharing with Third-Party Partners** -We work with third-party partners who help us provide and improve our Products, which makes it possible to operate our company and provide free services to people around the world. We don't sell any of your information to anyone, and we never will. We also impose strict restrictions on how our partners can use and disclose the data we provide. Here are the types of third parties we share information with:

**Partners who use our analytics services**. - We provide aggregated statistics and insights that help cities and businesses understand how people are engaging with their parks.

**Advertisers**. - We provide advertisers with reports about the kinds of people seeing their ads and how their ads are performing, but we don't share information that personally identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us permission. We also confirm which Cleansweep ads led you to make a purchase or take an action with an advertiser.

**Measurement partners. -** We share information about you with companies that aggregate it to provide analytics and measurement reports to our partners.

**Vendors and service providers**. - We provide information and content to vendors and service providers who support our business, such as by providing technical infrastructure services, analyzing how our Products are used, providing customer service, or conducting surveys.

**Researchers and academics.** - We also provide information and content to research partners and academics to conduct research that advances scholarship and innovation that support our business or mission, and enhances discovery and innovation on topics of general social welfare, technological advancement, public interest, health and well-being.

**Law enforcement or legal requests. -** We share information with law enforcement or in response to legal requests in the circumstances outlined below.

**How can I manage or delete information about me? -** We provide you with the ability to access, rectify, port and erase your data.

We store data until it is no longer necessary to provide our services and Cleansweep Products, or until your account is deleted - whichever comes first. This is a case-by-case determination that depends on things like the nature of the data, why it is collected and processed, and relevant legal or operational retention needs.

When you delete your account, we delete things you have posted and you won't be able to recover that Information later. Incidental information that others have shared about you isn't part of your account and won't be deleted. If you don't want to delete your account but want to temporarily stop using the Products, you can deactivate your account instead.

How do we respond to legal requests or prevent harm? We access, preserve and share your information with regulators, law enforcement or others:

In response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States when we have a good-faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards.

When we have a good-faith belief it is necessary to: detect, prevent and address fraud, unauthorized use of the Products, violations of our terms or policies, or other harmful or illegal activity; to protect ourselves (including our rights, property or Products), you or others, including as part of investigations or regulatory inquiries; or to prevent death or imminent bodily harm. For example, if relevant, we provide information to and receive information from third-party partners about the reliability of your account to prevent fraud, abuse and other harmful activity on and off our Products.

Information we receive about you can be accessed and preserved for an extended period when it is the subject of a legal request or obligation, governmental investigation, or investigations of possible violations of our terms or policies, or otherwise to prevent harm. We also retain information from accounts disabled for terms violations for at least a year to prevent repeat abuse or other term violations.

How will we notify you of changes to this policy?

We'll notify you before we make changes to this policy and give you the opportunity to review the revised policy before you choose to continue using our Products.

**2. Your Commitments to Cleansweep and Our Community**

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

1. Who can use Cleansweep

When people stand behind their actions, our community is safer and more accountable. For that reason, you must:

Use the same name that you use in everyday life.

Provide accurate information about yourself.

Create only one account (your own).

Not share your password, give access to your Cleansweep account to others, or transfer your account to anyone else (without our permission).

We try to make Cleansweep broadly available to everyone, but you cannot use Cleansweep if:

You are under 13 years old.

We previously disabled your account for violations of our terms or policies.

You are prohibited from receiving our products, services, or software under applicable laws.

2. What you can post on Cleansweep

We want people to use Cleansweep for the benefit of parks, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

You may not use our Products to do or share anything:

That violates these Terms, our Community Standards, and other terms and policies that apply to your use of Cleansweep.

We recognize how important it is for Cleansweep to be a place where people feel empowered to communicate, and we take our role in keeping abuse off our service seriously. That’s why we have developed a set of Community Standards that outline what is and is not allowed on Cleansweep. Our Standards apply to all content.

The goal of our Community Standards is to encourage expression and create a safe environment. We base our policies on input from our community and from experts in fields such as technology and public safety. Our policies are also rooted in the following principles:

Safety: People need to feel safe in order to build community. We are committed to removing any abusive content.

Voice: Our mission is all about listening. We err on the side of allowing content, even when some may question its relevance, unless removing that content is in line with promoting safety. We reserve the right to allow content that might otherwise violate our standards.

Equity: Our community of park goers is diverse. Our policies may seem broad, but that is because we apply them consistently and fairly to a community that transcends cultures and languages. As a result, our Community Standards can sometimes appear less nuanced than we would like, leading to an outcome that is at odds with their underlying purpose. For that reason, in some cases, and when we are provided with additional context, we make a decision based on the spirit, rather than the letter, of the policy.

Everyone on Cleansweep plays a part in keeping the platform safe and respectful. We ask people to share responsibly and to let us know when they see something that may violate our Community Standards. We make it easy for people to report potentially violating content to us for review.

The consequences for violating our Community Standards vary depending on the severity of the violation and a person's history on the platform. We also may notify law enforcement when we believe there is a genuine risk of physical harm or a direct threat to public safety.

Our Community Standards, which we will continue to develop over time, serve as a guide for how to communicate on Cleansweep. It is in this spirit that we ask members of the Cleansweep community to follow these guidelines.

Specifically, you may not use our Products to do or share anything:

That is unlawful, misleading, discriminatory or fraudulent.

That infringes or violates someone else's rights.

You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products.

You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.

We can remove content you share in violation of these provisions and, if applicable, we may take action against your account, for the reasons described below. We may also disable your account if you repeatedly infringe other people's intellectual property rights.

To help support our community, we encourage you to report content or conduct that you believe violates your rights (including intellectual property rights) or our terms and policies.

**3. The permissions you give us**

We need certain permissions from you to provide our services:

Permission to use content you create and share: You own the content you create and share on Cleansweep and the other Cleansweep Products you use, and nothing in these Terms takes away the rights you have to your own content. To provide our services, though, we need you to give us some legal permissions to use that content.

Specifically, when you post or otherwise upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content.

You can end this license any time by deleting your content or account. You should know that, for technical reasons, content you delete may persist for a limited period of time in backup copies (though it will not be visible to other users). In addition, content you delete may continue to appear if you have shared it with others and they have not deleted it.

Permission to use your name, profile picture, and information about your actions with ads and sponsored content: You give us permission to use your name and profile picture and information about actions you have taken on Cleansweep next to or in connection with ads, offers, and other sponsored content that we display across our Products, without any compensation to you.

If you are under the age of eighteen (18), you represent that a parent or legal guardian also agrees to this section on your behalf. (This language is included pursuant to a court-approved legal settlement.)

Permission to update software you use or download: If you download or use our software, you give us permission to download and install upgrades, updates, and additional features to improve, enhance, and further develop it.

**4. Limits on using our intellectual property**

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos, or sounds we provide that you add to content you create or share on Cleansweep), we retain all rights to that content (but not yours). You can only use our copyrights or trademarks (or any similar marks) as expressly permitted by our Brand Usage Guidelines or with our prior written permission. You must obtain our written permission (or permission under an open source license) to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

**5. Additional provisions**

1. Updating our Terms

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Cleansweep community, you can delete your account at any time.

2. Account suspension or termination

We want Cleansweep to be a place where people feel welcome and safe to express themselves and share their thoughts and ideas.

If we determine that you have violated our terms or policies, we may take action against your account to protect our community and services, including by suspending access to your account or disabling it. We may also suspend or disable your account if you create risk or legal exposure for us or when we are permitted or required to do so by law. Where appropriate, we will notify you about your account the next time you try to access it. You can learn more about what you can do if your account has been disabled.

If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 3, 4.2-4.5

3. Limits on liability

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content).

We cannot predict when issues might arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Cleansweep Products, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the Cleansweep Products will not exceed the greater of $100 or the amount you have paid us in the past twelve months.

4. Disputes

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply.

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the Cleansweep Products ("claim"), you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms and any claim, without regard to conflict of law provisions.

**6. Other**

These Terms make up the entire agreement between you and CSC 648 Team 11, Inc. regarding your use of our Products. They supersede any prior agreements.

Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you.

If any portion of these Terms are found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.

You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.

These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

You should know that we may need to change the username for your account in certain circumstances.

We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.

***We reserve all rights not expressly granted to you.***