

## **CampusVibe - Terms of Service**

Effective: August 1, 2015

In this document, 'CampusVibe' and 'CampusVibe.net' are products owned by 3rd Age Systems, Inc. and may be used synonymously with '3rd Age Systems, Inc.' where appropriate.

This Terms of Service document (the “Agreement”), is an agreement you must accept in order to use CampusVibe’s Service (as defined below). It is applicable to (a) “Sponsors” or “Sponsor Organization” – the campus organization that has purchased and provisioned the service for you; (b) Administrators & Organizers – those who manage events and run a team, channel, or group (“Administrators”) (Sponsors, Administrators and Organizers, collectively “Administrative Users”), and to c) Members – users who use and participate in events and groups that have already been created in the Service by Administrative Users (“Members”). The terms “you” and “users” encompass all users, including both Administrative Users and Members. This document describes both your rights and your obligations as part of using the Service. It is important that you read it carefully because you will be legally bound to these terms. CampusVibe (“we” “us”) only provides its Service (as defined below) to you subject to this Agreement. By accepting this Agreement or by accessing or using the Service, you agree to be bound by this Agreement (including the Privacy Policy, which is incorporated here by reference).

### **1. Scope of Agreement, acceptance, and changes**

1.1 What services are covered by this Agreement? The “Service(s)” linked to this agreement includes CampusVibe’s event and group management and real-time communications, its website [campusvibe.net](http://campusvibe.net) as well as other software and mobile applications that link to its website.

1.2 How do I accept this Agreement? By using or accessing the Services, or by agreeing to these terms where the option is made available to you in the user interface, you agree to abide by this Agreement without modification by you. If you do not agree, you may not use the Services.

1.3 Can CampusVibe change this Agreement after I have accepted it? Yes. From time to time, CampusVibe may change or amend these terms. If we do, we will notify you, either through the user interface, in an email message, or through other reasonable means. If you use the Services after the date the change becomes effective, you consent to the changed terms. If you do not agree to the changes, you must stop using the Services. Otherwise, the new terms will apply to you.

1.4 What types of changes to the Services can I expect? We continuously work to improve the Services and may change the Services at any time. We may release the

Services or their features in a beta version, which may not work correctly or in the same way the final version may work. From time to time we may stop providing portions of the Services. We may do so for example if it's no longer feasible for us to provide a Service, the technology advances, customer feedback indicates a change is needed, our agreements with third parties no longer permit us to make their material available, or external issues arise that make it imprudent or impractical to continue.

## 1.6 Access and Use of Service

- i. In order to access and use the Service, you must be affiliated with the Sponsor Organization and you represent and warrant that all registration and profile information you submit is truthful and accurate and that you will maintain the accuracy of that information.
- ii. You access the Service using a secure Password of your choosing. You agree to not use the account of another user. You shall promptly notify CampusVibe if you learn of a security breach related to the Service or your account.
- iii. You must adhere to your Organization's policies, guidelines, and procedures concerning the Content you post to the Services. Any misuse of the Service may result in Administrators at the Sponsor Organization disabling your account.

## 2. Your Content rights and related responsibilities

2.1 Who is responsible for the Content that I put on the Services? The Services enable you to communicate with others and share or store various types of Content, such as, comments, files, photos, documents, and videos. We do not claim ownership of the Content you post or otherwise provide on the Services, except for material that we license to you that may be incorporated into your own Content. You are responsible for the Content you post to the Services. You may delete your own Content from the Services, so long as you are still a user of the Services. If the Administrator has assumed control of your Account, please contact the Administrator to understand your rights to the Content you posted to the Service.

2.2 Who can access my Content? CampusVibe is a social network for sharing content with other users within the Sponsoring Organization. You agree that anyone may, for free, use, save, reproduce, distribute, display, and transmit that Content in connection with their use of the Services. If you do not want others to have that ability, do not use the Services to share your Content. You represent and warrant that for the duration of this Agreement you have (and will have) all the rights necessary to the Content you upload or share on the Services and that the use of the Content, as contemplated in this Section 2.2, won't violate any law.

2.3 What does CampusVibe do with my Content? When you transmit or upload Content to the Services, you are giving CampusVibe the worldwide right, without charge, to use Content as necessary: to provide the Services to you, to protect you, and to improve CampusVibe products and services. CampusVibe uses and protects your Content as

outlined in the CampusVibe Privacy Statement linked here:  
<https://www.campusvibe.ca/campusvibe/privacy-policy> (“Privacy Statement”).

2.4 What type of Content or actions are not permitted? In order to protect our customers and the Services, we have established this code of conduct (“Code of Conduct”) governing the use of the Services. Content or actions that violate the Code of Conduct or this Agreement are not permitted.

- i. Do not use the Services to do anything illegal.
- ii. Do not engage in any activity that exploits, harms, or threatens to harm children.
- iii. Do not send spam or use your Account to help others send spam. Spam is unsolicited bulk email, postings or instant messages.
- iv. Do not publicly display inappropriate images (e.g. nudity, bestiality, pornography).
- v. Do not engage in activity that is false or misleading (e.g. attempts to ask for money under false pretenses, impersonating someone else).
- vi. Do not engage in activity that is harmful to the Services or others (e.g. viruses, stalking, hate speech, advocating violence against others).
- vii. Do not infringe upon the rights of others (e.g. unauthorized sharing of copyrighted music, resale or other distribution of photographs and other Content).
- viii. Do not engage in activity that violates the privacy of others.

In many cases CampusVibe is alerted to violations of the Code of Conduct through customer complaints, but we may also deploy automated technologies to detect child pornography or abusive behavior that might harm the system, our customers or others. When investigating these matters, CampusVibe or its agents may review Content in order to resolve the issue. This is in addition to the uses we describe in this Agreement and the Privacy Statement.

2.5 Can CampusVibe remove my Content from the Services? Yes. CampusVibe will remove, limit distribution of, or disable access to your Content if we determine it’s in violation of this Agreement, we receive a complaint from another user, we receive a notice of intellectual property infringement, or other legal instruction for removal. We may also block delivery of a communication (like email or instant message) to or from the Services as part of our effort to protect the Services or our customers, or otherwise enforce the terms of this Agreement.

### **3. Services cancellation**

3.1 What happens if I do not abide by this Agreement, don’t meet the qualifications, or CampusVibe suspects fraud? If you violate this Agreement, don’t meet the qualifications, or CampusVibe suspects fraud, there are a range of actions we may take including removing your Content from the Services, suspending or cancelling your access to the Services, or referring such activity to appropriate authorities. Content that is deleted may be irretrievable.

3.2 Are there other ways I could lose access to the Services? Yes. (1) CampusVibe may

terminate the Services at any time for any reason, (2) CampusVibe may terminate your access at any time for any reason, and (3) CampusVibe may stop providing portions of the Services, in accordance with Section 1.4 above. Additionally, if your Admin has assumed control of your Account, your Admin may modify or remove your access to the Services.

3.3 How can I terminate the Services? You may terminate the Services associated with your Account at any time and for any reason via your profile settings, unless the owner of your organizational domain has assumed control of your Account. In such case, speak with your Admin to terminate your Account.

3.4 What happens if my Services are canceled or terminated? If your Services are canceled or terminated, your right to use the Services stops immediately and your license to use the software related to the Services ends. You must then uninstall that software, or, alternatively, we may disable it. In addition, your access to all Content you post to the Services may be terminated, but your Content may remain in the Services for as long as the Sponsor Organization's CampusVibe service remains active. We are under no obligation to notify you or return Content to you.

#### **4. Privacy**

Your privacy is important to us. We describe how we use and protect your Content and any information we collect from you in the Privacy Statement. It is important so please read it carefully. This Agreement incorporates the Privacy Statement by reference. By using the Services or agreeing to these terms, you consent to CampusVibe's collection, use and disclosure of your Content and information as described in the Privacy Statement linked here: <https://www.campusvibe.ca/campusvibe/privacy-policy>.

#### **5. Software and related Services**

5.1 What terms govern the software that is part of the Services? Unless accompanied by a separate license agreement, any software provided by us to you including mobile applications as part of the Services is subject to the terms of this Agreement and contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this Agreement, CampusVibe only grants you a personal, non-sublicensable and non-exclusive license to use the object code of any Software solely in connection with the Service. Any rights not expressly granted herein are reserved.

5.2 Are there things I can't do with the software or Services? Yes. In addition to the other restrictions in this Agreement, you may not: (i) circumvent or bypass any technological protection measures in or relating to the software or Services or disassemble, decompile, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so; (ii) separate components of the software or Services for use on different devices; (iii) publish, copy, rent, lease, or lend the software

or the Services; or (iv) transfer the software, any software licenses, or any rights to access or use the Services. You may not use the Services in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, Account, or network. You may not enable access to the Services by unauthorized third-party applications.

5.3 How is the software updated? We may automatically check your version of the software. We may also automatically download updates to the software from time to time. You agree to accept such updates subject to these terms unless other terms accompany the updates. If so, those other terms apply. CampusVibe isn't obligated to make any updates available and doesn't guarantee that we will support the version of the system for which you licensed the software.

## **6. Disclaimer of Warranties**

6.1 The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond our reasonable control, but CampusVibe shall use reasonable efforts to provide advance notice of any material scheduled service disruption.

6.2 CAMPUSVIBE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." CAMPUSVIBE DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES. To the extent permitted under your local law, we exclude any implied warranties, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, and non-infringement. You may have certain rights under your local law. Nothing in this Agreement is intended to affect those rights, if they are applicable.

YOU ACKNOWLEDGE THAT computer and telecommunications systems are not fault-free and occasional periods of downtime occur. We do not guarantee the services will be uninterrupted, timely, secure, or error-free or that CONTENT loss won't occur.

## **7. Limitation of Liability**

7.1 IN NO EVENT WILL CAMPUSVIBE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, COST OF COVER, ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICES OR THE CONTENT, HOWEVER CAUSED AND REGARDLESS OF

THEORY OF LIABILITY. IN ADDITION, EXCEPT WITH RESPECT TO CLAIMS BASED ON WILFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT WILL CAMPUSVIBE BE LIABLE FOR ANY DAMAGES OF ANY KIND GREATER THAN THE LESSER OF: (I) \$10,000 AND (II) THE AMOUNT PAID TO CAMPUSVIBE HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. CAMPUSVIBE WILL NOT BE LIABLE FOR ANY DELAYS OR DAMAGES ATTRIBUTABLE TO PROBLEMS INHERENT IN INTERNET, WIFI, CELLULAR AND ELECTRONIC COMMUNICATION. THESE LIMITATIONS WILL APPLY EVEN IF CAMPUSVIBE HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF THIS SECTION SHALL APPLY EVEN IN THE EVENT OF A FAILURE OF THE ESSENTIAL PURPOSE OF THIS PROVISION.

7.2 CampusVibe will not be liable for the deletion of, correction to, destruction of, damage to, loss of or failure to store your data.

## **8. Indemnification**

You shall defend, indemnify, and hold harmless CampusVibe from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this Agreement, any of Your Data, or your (and your Members') use or misuse of the Service. CampusVibe shall provide notice to you of any such claim, suit or demand. CampusVibe reserves the right to conduct the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting CampusVibe's defense of such matters.

## **9. Governing law & Arbitration**

This Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Except for disputes for which injunctive relief is sought (for example, to prevent the unauthorized use or disclosure of proprietary materials or information) the following procedures shall be used to resolve any dispute arising out of or in connection with this Agreement. Promptly after the written request of either party, each of the parties shall appoint a designated representative to meet in person or by telephone to attempt in good faith to resolve any dispute. If the designated representatives do not resolve the dispute within ten (10) days of such request, then an executive officer of each party shall meet in person or by telephone to review and attempt to resolve the dispute in good faith. The executive officers shall have ten (10) days to attempt to resolve the dispute. Any disputes that are not otherwise resolved by the parties shall be submitted to binding arbitration in Toronto, Ontario in accordance with the Arbitration Act, 1991 (Ontario) (the "Act"). Before entering into arbitration, the parties shall each appoint an arbitrator, and these two arbitrators shall select a third arbitrator to be a member of the arbitration panel. Should the two arbitrators not be able to agree on a choice of the third arbitrator, then the parties shall defer to the procedure for selection of

an arbitrator under the Act. None of the arbitrators shall be officers or employees of the parties. Each such arbitrator shall be a lawyer having experience and familiarity with information technology disputes. The arbitrators shall have the right to award costs, fees and expenses, including but not limited to the arbitrators' fees and reasonable lawyers' fees, to the prevailing party. The parties will jointly pay arbitration costs pending a final allocation by the arbitrators. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrator's decision shall be final and binding upon the parties.

## **10. Miscellaneous**

### **10.1 Notices**

Except as otherwise set forth herein, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

### **10.2 Assignment**

This Agreement may not be transferred or assigned, in whole or in part, by either party either voluntarily or by operation of law without the prior written consent of the other party, which consent shall not be unreasonably withheld.

### **10.3 Contract interpretation**

This is the entire Agreement between you and CampusVibe for your use of the Services. It supersedes any prior agreements between you and CampusVibe regarding your use of the Services. All parts of this Agreement apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we can't enforce a part of this Agreement as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Agreement won't change and remains in effect.