

TERMS OF USE

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ACCEPTANCE OF THE TERMS OF USE

These terms of use are entered into by and between You, PeopleGrove Inc. ("PeopleGrove") and the University of Pittsburgh ("University") (PeopleGrove and University collectively referred to as "we", "us" or "our"). The following terms and conditions (these "Terms of Use"), govern your access to and use of <https://commons.pitt.edu> (the "Website"), including any content, functionality, and services offered on or through the "Website", whether as a guest or a registered user.

Please read these Terms of Use carefully before using the Website.

By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to You, You accept and agree to be bound by these Terms of Use and our

Privacy Policy (found at

https://docs.google.com/document/d/e/2PACX-1vQfQue4ERMRW3mqzW_-57_qFJbJIGiG1Ika8Iylsn_zbuGMiHAJODcekVMI2yrwRxCbK2Vqt3HuwA5/pub), incorporated herein by reference. If

You do not want to agree to these Terms of Use or the Privacy Policy, You must not access or use the Website.

COMMUNICATIONS

By creating an Account on the Website, You agree to subscribe to newsletters and other information we may send. However, You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

A primary purpose of the Website is to provide for communications between users. We do not represent or warrant the quality or content of these communications. We reserve the right to monitor these communications for the purpose of improving the Website and preventing spam and abuse.

ACCOUNTS

When You create an account with us, You guarantee that you are above the age of 18 and that the information You provide us is accurate, complete, and current at all times. Falsified information may result in the immediate termination of your account.

You are responsible for maintaining the confidentiality of your account and password, including, but not limited to, the restriction of access to your computer and/or account. You acknowledge that your account is personal to You and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Website or a third-party service. You agree to notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by You or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, You have violated any provision of these Terms of Use.

PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.

To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation.

To impersonate or attempt to impersonate PeopleGrove or the University, an employee of PeopleGrove or the University, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm PeopleGrove or the University or users of the Website or expose them to liability.

Additionally, You agree not to:

Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.

Use any device, software, or routine that interferes with the proper working of the Website.

Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.

Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Website.

USER CONTRIBUTIONS

The Website allows You to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("User Contributions"). You are responsible for the User Contributions that You post on or through the Website, including its legality,

reliability, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by You or any other user of the Website.

By posting User Contributions on or through the Website, You represent and warrant that: (i) You own or control all rights in and to the User Contributions and/or You have the right to use it and the right to grant us the rights and license as provided in these Terms of Use, (ii) that the posting of your User Contributions on or through the Website does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity, and (iii) all of your User Contributions do and will comply with these Terms of Use. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

Any User Contributions You post to the site will be considered non-confidential and non-proprietary. By providing any User Contributions on the Website, You grant us the right and license to use, modify, publicly perform, publicly display, reproduce, distribute, and otherwise disclose to third parties such User Contributions. You agree that this license includes the right for us to make your User Contributions available to other users of the Website, who may also use your User Contributions subject to these Terms of Use.

MONITORING AND ENFORCEMENT

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for PeopleGrove or the University.

- Disclose your identity or other information about You to any third party who claims that material posted by You violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS PEOPLEGROVE AND THE UNIVERSITY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY PEOPLEGROVE OR THE UNIVERSITY DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER PEOPLEGROVE, THE UNIVERSITY OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided

by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

CONTENT STANDARDS

These content standards apply to any and all User Contributions and use of the Website. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.

Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.

Be likely to deceive any person.

Promote any illegal activity, or advocate, promote, or assist any unlawful act.

Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.

Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

COPYRIGHT POLICY

We respect the intellectual property rights of others. It is our policy to respond to any claim that User Contributions posted on the Website infringes on the copyright or other intellectual property rights of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to support@peoplegrove.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims."

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any of your User Contributions found on and/or through the Website.

DMCA NOTICE AND PROCEDURE FOR COPYRIGHT INFRINGEMENT CLAIMS

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
identification of the URL or other specific location on the Website where the material that you claim is infringing is located;
your address, telephone number, and email address;
a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at support@peplegrove.com.

INTELLECTUAL PROPERTY

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are and will remain the exclusive property of PeopleGrove Inc., the University, and their licensors. The Website is protected by copyright, trademark, and other intellectual property or proprietary rights laws of both the United States and foreign countries. These Terms of Use permit You to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website.

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Our names, logos, trademarks and trade dress may not be used without the prior written consent of PeopleGrove or the University, respectively.

LINKS TO OTHER SITES

The Website may contain links to third-party web sites or services that are not owned or controlled by PeopleGrove or the University.

We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third party web sites or services that You visit.

TERMINATION

We may terminate or suspend your account and bar access to all or part of the Website immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including, but not limited to, a breach of the Terms of Use.

If You wish to terminate your account, You may simply discontinue using the Website.

All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless PeopleGrove Inc, the University, our licensee and licensors, employees, contractors, agents, trustees, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), relating to or arising out of a) your use and access of the Website, by You or any person using your account and password; b) a breach of these Terms of Use, or c) your User Contributions posted on the Website.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL PEOPLEGROVE OR THE UNIVERSITY, OR THEIR RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, TRUSTEES, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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TO THE FULLEST EXTENT PROVIDED BY LAW, PEOPLEGROVE AND THE UNIVERSITY HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

GOVERNING LAW AND JURISDICTION

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States, without regard to its conflict of law provisions.

Any legal suit, action or proceeding arising out of or relating to these Terms of Use or the Website shall be brought in the Court of Common Pleas of Allegheny County or in the United States District Court for the Western District of Pennsylvania. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

WAIVER AND SEVERABILITY; ENTIRE AGREEMENT

Our failure to enforce any right or provision of these Terms of Use will not be considered a waiver of those rights. If any provision of these Terms of Use is held to be invalid or unenforceable by a court, the remaining provisions of these Terms of Use will remain in effect. These Terms of Use constitute the entire agreement between us regarding the Website, and supersede and replace any prior agreements we might have had between us, both written and oral, regarding the Website.

CHANGES TO THE TERMS OF USE

We reserve the right, at our sole discretion, to modify or replace these Terms of Use at any time. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. If a revision is material, we will provide at least 30 days' notice via email prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Website after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Service.

CONTACT US

If You have any questions about these Terms of Use or the Website, please contact us at support@peoplegrove.com.

