

Terms of Use for Websites

IMPORTANT: Please review the following terms and conditions carefully. These Terms of Use are a legally binding contract between you ("User") and Southern Methodist University ("SMU" or "Southern Methodist University"). These Terms of Use pertain to the access and use of the services offered and all information, content, media, printed materials and "online" or electronic documentation accessible from any website or social media account operated by or for SMU, including without limitation any websites hosted at http://www.smu.edu, http://wordpress.com, http://www.facebook.com and http://www.youtube.com (collectively, the "Websites") and any publications, newsletters, RSS feeds, tweets, blogs and journals on the Websites (collectively, the "Publications"). SMU students, SMU employees, SMU Recognized Student Organizations or other persons authorized by SMU to post content on the Websites ("Personnel") are also Users and are also required to comply with these Terms and Conditions.

Electronic Signature Consent to these Terms of Use and Online Agreements

The Websites and the Publications are made available by SMU to you free of charge on the express condition that you accept, without modification, and abide by these Terms of Use. Your access and use of the Websites and the Publications are conditioned upon your continued compliance with these Terms of Use. Please read these Terms of Use carefully, as your access to, contribution of content to, and use of the Websites and/or the Publications constitutes your acceptance of these Terms of Use and the terms and conditions of all SMU policies and procedures referred to on the Websites. SMU reserves the right to change these Terms of Use any time by reasonable notice, including without limitation by posting revised terms on the Websites (which shall constitute reasonable notice), and such amended terms shall be binding upon you; thus, you should consult the most recent version of these Terms of Use each time that you view the Websites. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE, CONTRIBUTE CONTENT TO, OR OTHERWISE ACCESS THE WEBSITES AND/OR THE PUBLICATIONS.

By accessing the Websites and/or the Publications and, where prompted clicking "I agree" or "Click to Consent", you agree to conduct each transaction by electronic means and SMU and you hereby state that each electronic signature shall have the same force and effect as an original signature with respect to these Terms of Use and all written agreements entered into between you and SMU with respect to the Websites and the Publications.

1. Definitions

"Content" means any audio, video, speech, text, software, scripts, graphics, photos, sounds, music, interactive features and other information or services made available or accessible on the Websites and/or the Publications.

"Personnel" means any SMU Recognized Student Organizations, any SMU students, any SMU employees or other persons authorized by SMU to post content on the Websites, whose information, including contact information, appears on the Websites.

4. Website Access & Limitations on Use

SMU hereby grants you permission to use the Websites and the Publications as set forth in these Terms of Use; provided that:

- a) your use of the Websites and the Publications as permitted is SOLELY for personal or educational, non-commercial uses (and not for resale or commercial benefit);
- b) you will not copy or distribute any part of the Websites or the Publications in any medium without prior written authorization from SMU's Vice President for Development and External Affairs, or his designee and the Personnel who posted the specific Publication;
- c) you will not attempt to alter, edit, or otherwise modify any part of the Websites or the Publications except as otherwise permitted by these Terms of Use;
- d) you understand that all Content may be monitored and or removed at the sole discretion of SMU or the Personnel for any reason whatsoever and without prior notice,
- e) you will otherwise comply with the provisions of these Terms of Use;
- f) you agree not to use or launch any automated systems, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Websites in a manner that sends more request messages to the servers on which the Websites are hosted in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. You agree not to collect or harvest any personally identifiable information, including but not limited to account names and passwordss

- e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Copyright Agent designated to receive notifications of claimed infringement for the Websites and the Publications is:

Name: Paul Ward, Vice President for Legal Affairs and General Counsel

Address: P.O. Box 750132, Dallas, TX 75275-0132

Phone Number: 214-768-3233

E-mail Address: paulward@mail.smu.edu

Only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed through the online support system within the Websites. You acknowledge that if you fail to comply with these requirements your DMCA notice may not be valid.

7. User Submissions

- a. The Websites and the Publications permit User Submissions and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, SMU and the Personnel do not guarantee any confidentiality with respect to any User Submissions. You understand that none of your User Submissions is considered private nor otherwise deemed protected so as to be accessed solely by you.
- b. You may participate in certain message boards, newsletters, calendars, social media, instant messaging and other public forums. Your participation is voluntary; however by choosing to post or send a message or photograph or otherwise participate in any public forum, you acknowledge and agree that any User Submission provided by you may be viewed by the general public and will not be treated as private or confidential.
- c. You shall be SOLELY responsible for your own User Submissions and the consequences of posting, submitting or publishing such Content to the Websites and/or the Publications. In connection with your User Submissions, you affirm, represent, and/or warrant that:
 - i. You have read, understood, and are in full compliance with all copyright laws. For more information, go to http://www.copyright.gov.
 - ii. you own or have the necessary licenses, rights, releases, consents, and permissions to use and expressly authorize SMU and the Personnel to use and exercise all intellectual property rights, including without limitation, patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by SMU and/or the Personnel with respect to the Websites, the Publications and in accordance with these Terms of Use; and

- iii. you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by SMU and/or the Personnel with respect to the Websites, the Publications and in accordance with these Terms of Use.
- d. By submitting the User Submissions to SMU or the Personnel, you hereby grant SMU and the Personnel a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, publicly display, digitize, translate, publicly perform, synchronize with other works, create derivative works of, and create collective works or compilations based upon, the User Submissions (or any part or portion thereof) in connection with the Websites and the Publications, including without limitation for promoting and redistributing part or all of the User Submissions (and derivative works thereof), or any other publications, documents or advertisements published by SMU and/or the Personnel, in any and all media or format whether now known or hereafter created for the duration of the copyright or other intellectual property right in such User Submission and such permission may not be revoked for any reason. To the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any User Submission submitted by you. Without limiting the foregoing, you further acknowledge and agree that SMU and/or the Personnel shall own all copyright in and to any derivative works, compilations or collective works based upon or incorporating any User Submissions to the extent created by or for SMU and/or the

- iv. post advertisements or solicitations of business; or
- v. impersonate another person.

SMU and the Personnel do not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and SMU and the Personnel expressly disclaim any and all liability in connection with User Submissions to the fullest extent permitted under the law. SMU does not endorse any opinion, recommendation, or advice expressed by any Personnel in any Publication posted by such Personnel, and SMU expressly disclaims any and all liability for the actions or omissions of the Personnel to the fullest extent permitted under the law, except to the extent the Personnel posts a specific Publication within the scope of their employment on behalf of SMU.

You acknowledge that SMU and the Personnel have the right to edit or abridge any User Submission or other Content for any reason and to edit, refuse to post or remove any User Submission submitted by you or others for the Websites and/or the Publications. Although SMU and the Personnel have the right to remove without notice any User Submission for any reason, SMU and the Personnel have no obligation to delete Content that you personally may find objectionable or offensive.

Further, you understand that when using the Websites and/or the Publications, you may be exposed to User Submissions from a variety of sources, and that SMU and the Personnel are not responsible for the accuracy, usefulness, safety, title, or non-infringement of intellectual property rights of or relating to such User Submissions. In addition, you understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies that you have or may have against SMU and the Personnel with respect thereto.

8. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE WEBSITES AND THE PUBLICATIONS SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SMU AND ITS TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS, DIRECTORS AND AGENTS AND THE PERSONNEL DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITES, THE PUBLICATIONS AND YOUR USE THEREOF. SMU AND THE PERSONNEL MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OF THE WEBSITES AND/OR THE PUBLICATIONS OR THE CONTENT OF ANY SITES LINKED TO THE WEBSITES AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR:

- a. ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,
- b. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITES AND/OR THE PUBLICATIONS,
- c. ANY UNAUTHORIZED ACCESS TO OR USE OF SMU'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,

- d. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITES,
- e. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITES BY ANY THIRD PARTY, AND/OR
- f. ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON THE WEBSITES OR THE PUBLICATIONS.

PERSONNEL ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT SOUTHERN METHODIST UNIVERSITY IS NOT RESPONSIBLE FOR THE ACTIONS OR OMISSIONS OF ANY PERSONNEL OR ANY USER. YOU SPECIFICALLY ACKNOWLEDGE THAT SOUTHERN METHODIST UNIVERSITY AND THE PERSONNEL SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. IN NO EVENT SHALL SMU'S AND THE PERSONNEL'S AGGREGATE AND COMPLETE LIABILITY TO YOU AND ANY THIRD PARTY IN CONNECTION WITH ANY AND ALL OF ITS USES OF THE USER SUBMISSIONS AND/OR THE WEBSITES AND THE PUBLICATIONS, HOWEVER ARISING, EXCEED A MAXIMUM OF \$1000.00.

The Websites are controlled and offered by SMU and/or its service providers from its facilities in the United States of America. Those who access or use the Websites from other jurisdictions do so at their own volition and are responsible for compliance with local law.

10. Indemnity

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SMU AND ITS TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS AND THE PERSONNEL FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING FROM YOUR USE OF, POSTING CONTENT TO, AND ACCESS TO THE WEBSITES AND/OR THE PUBLICATIONS, AND YOUR USER SUBMISSIONS.

11. Assignment

You agree that these Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Southern Methodist University, jointly or severally with the Personnel, without restriction.

12. Term and Termination

These Terms of Use are effective from the date that you first access the Websites and/or the Publications or on the date that you accept these Terms of Use prior to a User Submission where prompted, whichever is earlier, and continues in effect until terminated in accordance with these Terms of Use.

SMU and/or the Personnel may terminate your access to the Websites and/or the Publications any time for any reason. Cause for such termination shall include, but not be limited to: (i) breaches or violations

regard to its conflict of laws provisions, and the laws, regulations, ordinances and treaties of the United States of American related to intellectual property rights. You further consent to have personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Dallas County, Texas as the legal forum for any such claim or dispute.