

# Terms of Use

This policy is effective as of 1 July 2009.

## STATEMENT OF RIGHTS AND RESPONSIBILITIES

This Statement of Rights and Responsibilities ("Statement") governs our relationship with users and others who interact with **purdueguru.com**. By using or accessing **purdueguru.com**, you agree to this Statement.

## PRIVACY

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures to you about how we collect and use the information you post on **purdueguru.com**.

## YOUR INFORMATION

You own all of the content and information you post on **purdueguru.com**, and you have some control how we share your content through your Account settings. In order for us to provide you with **purdueguru.com**, you agree to the following:

1. For content that is covered by intellectual property rights, like photos and videos ("IP content"), you specifically give us the following permission, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with **purdueguru.com** ("IP License"). This IP License ends when you delete your IP content or your account (except to the extent your content has been shared with others, and they have not deleted it).
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time.
3. We always appreciate your feedback or other suggestions about **purdueguru.com**, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

## SAFETY

We do our best to keep **purdueguru.com** safe, but we cannot guarantee it. We need your help in order to do that, which includes the following commitments:

1. You will not send or otherwise post unauthorized commercial communications to users (such as spam!).
2. You will not collect users' information, or otherwise access **purdueguru.com**, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
3. You will not upload viruses or other malicious code.
4. You will not solicit login information or access an account belonging to someone else.
5. You will not bully, intimidate, or harass any user.
6. You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
7. You will not develop or operate a third party application containing, or advertise or otherwise market alcohol-related or other mature content.
8. You will not use **purdueguru.com** to do anything unlawful, misleading, malicious, or discriminatory.
9. You will not facilitate or encourage any violations of this Statement.

## REGISTRATION & ACCOUNT SECURITY

**purdueguru.com** users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on **purdueguru.com**, or create an account for anyone other than yourself without permission.
2. You will not use **purdueguru.com** if you are under 13.
3. You will not use **purdueguru.com** if you are located in a country embargoed by the U.S., or are on the U.S. Treasury Department's list of Specially Designated Nationals.

4. You will not use **purdueguru.com** if you are a convicted sex offender.
5. You will keep your contact information accurate and up-to-date.
6. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
7. You will not transfer your account to anyone without first getting our written permission.

## OTHER PEOPLE'S RIGHTS

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on **purdueguru.com** that infringes someone else's rights or otherwise violates the law.
2. We can remove any content you post on **purdueguru.com** if we believe that it violates this Statement.
3. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
4. You will not use our copyrights or trademarks (including **purdueguru.com**, the **purdueguru.com** logo without our written permission).

## MOBILE

1. If we provide mobile services, please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.
2. In the event you change or deactivate your mobile telephone number, you will update your account information on **purdueguru.com** within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

## PAYMENTS

If you pay **purdueguru.com** for any service, you agree to our Payments Terms.

## SHARE LINKS

If you include a Link button to our Website on your website, the following additional terms apply to you:

1. We give you permission to use **purdueguru.com**'s Share Link button so that users can post links or content from your website on **purdueguru.com**.
2. You give us permission to use such links and content on **purdueguru.com**.
3. You will not place a Share Link button on any page containing content that would violate this Statement if posted on **purdueguru.com**.

## ADVERTISEMENTS

Our goal is to deliver ads that are not only valuable to advertisers, but also valuable to you. In order to do that, you agree to the following:

1. You give us permission to use your name and other info.
2. You understand that we may not always identify paid services and communications as such.

## ADVERTISERS

You can target your specific audience by buying ads on **purdueguru.com** or our publisher network. The following additional terms apply to you if you place an order

If you are placing ads on someone else's behalf, we need to make sure you have permission to place those ads, including the following:

1. You will pay for your Orders in accordance with our Payments Terms. The amount you owe will be calculated based on our tracking mechanisms.
2. Your ads will comply with our Ad Guidelines
3. We will determine the size, placement, and positioning of your ads.
4. We do not guarantee the activity that your ads will receive, such as the number of clicks you will get.

5. We cannot control how people interact with your ads, and are not responsible for click fraud or other improper actions that affect the cost of running ads.
6. You will not offer any contest or sweepstakes ("promotion") without our prior written consent. If we consent, you take full responsibility for the promotion, and will follow our Promotions Guidelines and all applicable laws.
7. You can cancel your Order at any time, but it may take us seven days before the ad stops running.
8. Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ads, your ads may remain until the users delete it.
9. We can use your ads and related information for marketing or promotional purposes.
10. You will not issue any press release or make public statements about your relationship with **purdueguru.com** without written permission.
11. We may reject or remove any ad for any reason.
12. You warrant that you have the legal authority to bind the advertiser to this Statement.
13. You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.

#### AMENDMENTS

1. We can change this Statement with a minimum of three days notice so long as we provide you notice through **purdueguru.com**
2. We can make changes for legal or administrative reasons without notice.

#### TERMINATION

If you violate the letter or spirit of this Statement, or otherwise create possible legal exposure for us, we can stop providing all or part of **purdueguru.com** to you. We will generally try to notify you, but have no obligation to do so. You may also delete your account or disable your application at any time but may be liable for this Statement even after deleting your account.

#### DISPUTES

1. You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to this Statement or **purdueguru.com** in a state or federal court located in Tippecanoe County. The laws of the State of Indiana will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Tippecanoe County, Indiana for the purpose of litigating all such claims.
2. If anyone brings a claim against us related to your actions or your content on **purdueguru.com**, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
3. WE TRY TO KEEP **PURDUEGURU.COM** UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING **PURDUEGURU.COM** "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT **PURDUEGURU.COM** WILL BE SAFE OR SECURE. **PURDUEGURU.COM** IS NOT RESPONSIBLE FOR THE ACTIONS OR CONTENT OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR **PURDUEGURU.COM**, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR **PURDUEGURU.COM** WILL NOT EXCEED THE GREATER OF

ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, **PURDUEGURU.COM**'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### DEFINITIONS

1. By "**purdueguru.com**" we mean the features and services we make available, including through
  - a. our website at [www.purdueguru.com](http://www.purdueguru.com) and any other **purdueguru.com** branded or co-branded websites (including sub-domains, international versions, and mobile versions);
  - b. our Platform; and
  - c. other media, devices or networks now existing or later developed.
2. By "us," "we" and "our" we mean **purdueguru.com** and/or its affiliates.
3. By "Platform" we mean a set of APIs and services that enable applications, developers, operators or services to retrieve data from **purdueguru.com** and provide data to us relating to **purdueguru.com** users.
4. By "content" we mean the content and information you post on **purdueguru.com**, including information about you and the actions you take.
5. By "post" we mean post on **purdueguru.com** or otherwise make available to us.
6. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.

#### OTHER

1. This Statement makes up the entire agreement between the parties regarding **purdueguru.com**, and supersedes any prior agreements.
2. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
3. If we fail to enforce any of this Statement, it will not be considered a waiver.
4. Any amendment to or waiver of this Statement must be made in writing and signed by us.
5. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
6. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
7. Nothing in this Agreement shall prevent us from complying with the law.
8. This Statement does not confer any third party beneficiary rights.