

TCNJ Carpooling Mobile Application Terms of Service

These Terms of Service (hereinafter "Agreement") are a contract between you and The College of New Jersey ("TCNJ", "we", "us" or "our"), and govern your use of the TCNJ Carpooling Mobile Application ("TCNJ Application"), and related Servers, (hereinafter collectively the "Service"), your rights and obligations with respect to Content contained in the Service and that you place in the Service, including User Content and TCNJ Content, and associated Intellectual Property Rights thereto, as well as your creation of an account (hereinafter an "Account") for use in connection with the Service. By accessing or using the Service, you represent that you have read and do understand and agree to be bound by the terms of this Agreement, and that any representations you make by virtue of being party to this Agreement are accurate. You further represent that your participation in the Carpooling Activity (hereafter defined) and your acceptance of these terms of service are completely voluntary. This Agreement may be changed by TCNJ effective immediately by notifying you as provided in Section 31 below. By continuing to access or use the Service after the effective date of any such change, you agree to be bound by the modified Terms of Service. You represent that you have read and do understand and agree to be bound by the above statements, which are true and accurate. You represent that your participation in the Carpooling Activity and your acceptance of these terms of service are completely voluntary.

1. Definitions

For purposes of this Agreement:

(a) "TCNJ Application" means the carpool facilitation related mobile application and related services available from the domain and subdomains of <http://climate.pages.tcnj.edu/climate-initiatives/transportation/> and any related or successor domains from which TCNJ may offer services;

(b) "TCNJ Software" is the software provided to you by TCNJ and/or its suppliers under license in connection with the Service;

(c) "Servers" are the online environments that support the Service;

(d) "Content" means any works of authorship, creative works, graphics, images, textures, photos, logos, sounds, music, video, audio, computer programs, applications, animations, text, objects, scripts, and interactive features;

(e) "User Content" means any Content that a user of the Service has uploaded, published, or submitted to or through the Servers, Website, or other areas of the Service;

(f) "Intellectual Property Rights" means copyrights, trademarks, service marks, trade dress, publicity rights, database rights, patent rights, and other intellectual property rights or proprietary rights recognized by law; and

(g) "TCNJ Content" is the Content provided by TCNJ under license in connection with the Service, except all User Content (as defined herein), including but not limited to Content we created or licensed from third parties.

(h) "You" "your" and "yours" means the person or entity establishing the Account hereunder, as well as any clients, legal representatives, agents and business partners or affiliates that you allow to contribute or share access to Content submitted to the Service in connection with your Account.

2. Age Requirements and Verification for TCNJ.

By accepting this Agreement in connection with an Account, you represent that you are at least 18 years of age, or the legal age of majority where you reside if that jurisdiction has an older age of majority, and you have the legal authority to enter into this Agreement. You further agree that as a condition to accessing TCNJ, you will submit to account verification as required by TCNJ, and provide only true and accurate identification documentation to TCNJ or its third party service providers to verify your age.

3. Establishing an Account

You must establish an Account with TCNJ to use the Service. You may not establish an account if you are currently suspended, terminated or prohibited from using the Service. You agree to provide accurate, current and complete information about yourself as prompted by the registration form ("Registration Data") and to use the account management tools provided to keep your Registration Data accurate, current and complete.

4. Account Name

You must choose an account name to identify yourself to TCNJ in connection with your Account (your "Account Name"). You may not select as your Account Name any name that TCNJ determines may cause deception or confusion; may violate any trademark right, copyright, or other proprietary right or mislead other users regarding your identity or affiliation; or any name that TCNJ determines in its discretion to be vulgar, offensive, or otherwise inappropriate. TCNJ reserves the right to delete or change any Account Name that violates this paragraph, and will have no liability regarding the use or deletion of such Account Name.

5. Responsibility for Use of Account

You may use the Services to connect with other users for the purpose of giving, sharing or receiving transportation by motor vehicle (the "Carpooling Activity"). You are responsible for all activities conducted through your Account. In the event that fraud, illegality or other conduct that violates this Agreement is discovered or reported (whether by you or someone else) that is connected with your Account, we may suspend or terminate your Account as described in Section 23. In addition, depending upon your status as a TCNJ undergraduate or graduate student or employee, your conduct in connection with the Service is subject to TCNJ's Undergraduate Student Conduct Code, Graduate Student Conduct Code and/or policies relating to computer use and employee conduct and ethics ("TCNJ Policies"). TCNJ has the right, but not the obligation, to investigate alleged instances of misconduct, take appropriate disciplinary action and/or to make appropriate referrals to law enforcement authorities. You are responsible for all of your own loss, liability and expenses, including medical expenses in connection with the Carpooling Activity. You are responsible for your own personal medical needs, including medical insurance coverage. You represent that you have adequate insurance to cover any medical expenses for any injuries that may arise out of the Carpooling Activity.

6. Selection and Use of Account

At the time your Account is opened, you must select a password for the Account. You are responsible for maintaining the confidentiality of this password and are responsible for any harm resulting from the disclosure, or authorization of the disclosure of any password by you or from any person's use of any password to gain access to your Account or Account Name. At no time should you respond to an online request for a password other than in connection with the log-on process to the Service. The disclosure of any password to any other person is at the risk of the password holder.

7. Modification of Service

TCNJ has the right to change and/or eliminate any aspect(s), features or functionality of the Service as it sees fit at any time without notice, and TCNJ makes no commitment, express or implied, to maintain or continue any aspect of the Service. You acknowledge that your use of the Service is subject to this risk and that you knowingly assume it and make your decisions to participate in the Service and contribute Content.

8. User Responsibility for Accuracy of Information; Disclaimer of Responsibility for Conduct of Third Parties and Accuracy of Reports and Analysis

You are responsible for the accuracy of the Content that you contribute to the Service. You understand that TCNJ is a service provider that enables its users to interact online and display and communicate information and Content chosen by those users, and that users likewise can alter the service environment on a real-time basis. TCNJ does not control or endorse the Content of communications between users or users' interactions with each other or the Service. You acknowledge that you will be exposed to various aspects of the Service involving the conduct, Content, and services of users, and that TCNJ does not control and is not responsible or liable for the quality, safety, legality, truthfulness or accuracy of any such user conduct, User Content, or user services. Engaging in Carpooling Activity presupposes contact with others using the Service. TCNJ is not involved in and is in no way responsible for the interactions between you and people whom you meet and interact with using the Service. TCNJ disclaims any representation or warranty regarding (or any or obligation to review) the identity or driving or criminal record or conduct of other users. You acknowledge that TCNJ does not guarantee the accuracy of information submitted by any user of the Service, nor any identity information about any user. Your interactions with other users and your use and purchase of User Content or user services are entirely at your own risk. The Service may contain links to or otherwise allow connections to third-party applications, servers, and online services or environments that are not owned or controlled by TCNJ. You agree that TCNJ is not responsible or liable for the Content, policies, or practices of any third-party applications, servers, or online services or environments. Please consult any applicable terms of use and privacy policies provided by the third party for such applications, servers, or online services or environments.

9. Right of TCNJ to Refuse or Delete Content, Deny or Disable Access

You agree that TCNJ has and may exercise the right in its sole discretion to pre-screen, refuse, or delete any Content or services from the Service or disable any user's access to the Service without notice or liability to you or any other party, including upon our belief that such user's conduct, Content, services, or use of the Service is potentially illegal, threatening, or otherwise harmful to any user or other person or in violation of this Agreement, or other policies.

10. Policy on Intellectual Property Infringement

Intellectual property infringement on the Service is a violation of this Terms of Service, and you agree not to engage in such infringement. Further, it is our policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act and to terminate the accounts of repeat infringers in appropriate circumstances. TCNJ reserves the right to disable, delete or terminate, without notice, any user's Content or access to the Service if that user is determined by TCNJ to infringe or repeatedly infringe.

11. Interruption of Service

TCNJ may on occasion need to interrupt the Service with or without prior notice. You agree that TCNJ will not be liable for any interruption of the Service (whether intentional or not). Likewise, you agree that in the event of data loss, we will not be liable for any purported damage or harm arising therefrom. TCNJ owns the bits and bytes of electronic data stored on its Servers, and accordingly will not be liable for any deletion, corruption or data loss that occurs in connection with the Service. TCNJ will solely determine any disposition of the electronic data stored on its Servers and will have no obligation to reproduce, process, transfer, extract or recreate any data from its Servers. Our ownership of these bits and bytes of electronic data stored on our Servers does not limit or impair any Intellectual Property Rights you may have in your Content as set forth in Section 13 below.

12. Your Rights and Obligations with Respect to Your Content

The Service may provide you with the ability to upload, post, disclose, distribute or otherwise submit Content to the Service. You retain any and all Intellectual Property Rights in Content you submit to the Service. You retain any and all Intellectual Property Rights you already hold under applicable law in Content you upload, publish, and submit to or through the Servers, Website, and other areas of the Service, subject to the rights, licenses, and other terms of this Agreement, including any underlying rights of other users or TCNJ in Content that you may use or modify. In connection with Content you upload, publish, or submit to any part of the Service, you affirm, represent, and warrant that you own or have all necessary Intellectual Property Rights, licenses, consents, and permissions to use and authorize TCNJ and users of the Service to use the Content in the manner contemplated by the Service and these Terms of Service. You grant certain Content licenses to TCNJ by submitting your Content to the Service. You agree that by uploading, publishing, or submitting any Content to or through the Servers, Website, or other areas of the Service, you hereby automatically grant TCNJ a non-exclusive, worldwide, royalty-free, sublicenseable, and transferable license to use, reproduce, distribute, index, prepare derivative works of, display, and perform the Content solely for the purposes of providing and promoting the Service. You understand that this license enables TCNJ to display, distribute, promote, and improve the Service. You agree that the license includes the right to copy, analyze and use any of your Content as TCNJ may deem necessary or desirable for purposes of debugging, testing, or providing support or development services in connection with the Service and future improvements to the Service. The license granted in this Section is referred to as the "Service Content License." You also acknowledge that the Service Content License granted to TCNJ with respect to your Content will survive the termination of your Account to permit TCNJ: (i) to retain server copies of particular instances of your Content, including copies stored in connection with back-up, debugging, and testing procedures; and (ii) to enable the exercise of the licenses granted in this Section 13 for any other copies or instances of the same Content that you have not specifically deleted from the Service.

13. TCNJ's Intellectual Property Rights and Limited License Granted to You

TCNJ owns Intellectual Property Rights in and to the Service, except all User Content, including the TCNJ Software, the TCNJ Platform, the Servers, and the TCNJ Content, and in and to our trademarks, service marks, trade names, logos, domain names, taglines, and trade dress (collectively, the "TCNJ Marks"). You understand that such Intellectual Property Rights are apart from any rights you may have in Content you upload, publish or submit to the Service, as discussed above. You acknowledge and agree that TCNJ and its licensors own all right, title, and interest in and to the Service, including all Intellectual Property Rights therein, other than with respect to User Content. Except as expressly granted in this Agreement, all rights, title, and interest in and to the Service, except all User Content, and in and to the TCNJ Marks are reserved by TCNJ. Copyright, trademark and other laws of the United States and foreign countries protect the Service and the TCNJ Marks. TCNJ hereby grants you a non-exclusive, non-transferable, non-sublicenseable, limited, revocable license to access and use the Service as set forth in these Terms of Service and expressly conditioned upon your Account remaining active, in good standing, and in full compliance with these Terms of Service. Additional terms may apply to certain elements of the Service; these terms are available where such separate elements are made available on the Website. If there is any contradiction between any additional terms and these Terms of Service, then the additional terms shall take precedence only in relation to that particular element of the Service. Any use of the Service, including Content on the Service, other than as specifically authorized in this Agreement, without the prior written permission of TCNJ, is strictly prohibited and will terminate all licenses granted herein.

14. Your Obligations with Respect to the Intellectual Property Rights of Other Users

You agree that you will not upload, publish, or submit to any part of the Service any Content that is protected by Intellectual Property Rights or otherwise subject to proprietary rights, including trade secret or privacy rights, unless you are the owner of such rights or have permission from the rightful owner to upload, publish, or submit the Content and to grant TCNJ and users of the Service all of the license rights granted in this Agreement. You acknowledge that the Content of the Service is provided or made available to you under license from TCNJ and independent Content providers, including other users of the Service ("Content Providers"). You acknowledge and agree that except as expressly provided in this Agreement, the Intellectual Property Rights of TCNJ and other Content Providers in their respective Content are not licensed to you by your mere use of the Service. You must obtain from the applicable Content Providers any necessary license rights in Content that you desire to use or access. You agree that you will not copy, transfer, or distribute outside the Service any Content in a manner that infringes or violates any Intellectual Property Rights of TCNJ, other Content Providers, or any third parties. You copy and use Content at your own risk. You are solely responsible and liable for your use, reproduction, distribution, modification, display, or performance of any Content in violation of any Intellectual Property Rights. You agree that TCNJ will have no liability for, and you agree to defend, indemnify, and hold TCNJ harmless for, any claims, losses or damages arising out of or in connection with your use, reproduction, distribution, modification, display, or performance of any Content.

15. Required Conduct; Prohibited Conduct

This service is intended only to assist eligible members of the TCNJ community in Carpooling Activity; use of the service for any other purpose is prohibited. You are wholly responsible for your own behavior and possessions during the Carpooling Activity and TCNJ is not responsible for your behavior and possessions or that of other users. You agree to (i) behave responsibly and engage in the Carpooling Activity only in a prudent and cautious manner; (ii) obey all applicable laws; and (iii) not engage in any type of conduct, which contributes to or causes injury to any person.

In addition, while using the Service, you agree that you will not:

(a) Post, display or transmit Content that violates any law, or the rights of any third party including without limitation Intellectual Property Rights;

(b) Impersonate any person or entity without their consent, or otherwise misrepresent your affiliation;

(c); Post, display or transmit Content that is harmful, threatening or harassing, defamatory, libelous, false, inaccurate, misleading, or invades another person's privacy;

(d) Post, display or transmit Content that is obscene, hateful, or racially, ethnically or otherwise objectionable;

(e) Post, display or transmit any Content that is explicitly sexual or intensely violent, or is prohibited by the laws of any applicable jurisdiction;

(f) Post or transmit viruses, Trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines that may harm the Service or interests or rights of other users, or that may harvest or collect any data or personal information about other users without their consent;

(g) Post or transmit unsolicited or unauthorized advertising, or promotional materials, that are in the nature of "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation that TCNJ considers to be of such nature;

(h) Engage in malicious or disruptive conduct that impedes or interferes with other users' normal use of the Service;

(i) Attempt to gain unauthorized access to any other user's Account, password or Content;

(j) Use or attempt to use any Account or the information contained in or generated by such Account in furtherance of any attempt to file false insurance claims, or to commit any other kind of insurance or financial fraud or deception; or

(k) Violate any provision of TCNJ Policies.

Any violation by you of the terms of this Section may result in immediate suspension or termination of your Account without any refund or other compensation.

16. Privacy Policy and Use of Personal Information

We are committed to protecting your privacy and will use your information only as described in our Privacy Policy, which sets forth the conditions under which you provide personal and other information to us. You understand and agree that through your use of the Service you consent to the collection and use of your information in accordance with our Privacy Policy.

17. Releases

"Releasees" shall include (i) TCNJ and its affiliates, (ii) TCNJ students, alumni and volunteers who may have worked on or contributed to the Service, and (iii) the officers, trustees, agents and employees of TCNJ or its affiliates. Releasees shall not include any other user who was directly engaged in the Carpooling Activity with you whose conduct in that Carpooling Activity is the subject of your claim. You agree not to hold the Releasees liable for the Content, actions, or inactions of other users. As a condition of access to the Service, you release the Releasees from claims, demands, losses, liabilities and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have or claim to have with other users, including whether or not TCNJ becomes involved in any resolution or attempted resolution of the dispute. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine. You agree and understand that TCNJ does not control and is not responsible for information you provide to parties other than TCNJ. You will not hold the "Releasees responsible for any personal injury (including death) or property damage that you might incur in connection with the Carpooling Activity, even if the negligence of any of the Releasees caused or contributed to such injury or damages. You will not sue or seek damages from any of the Releasees in any form, and you hereby waive and release any and all claims against each of the Releasees for personal injury (including death) or property damage, arising in any way out of your participation in the Carpooling Activity, even if the negligence of any of the Releasees caused or contributed to such injury or damages and you agree to indemnify, defend and hold each Releasee harmless from any such claims. You recognize that this release means you are giving up, among other things, rights to sue the Releasees for injuries, damages or losses you may incur.

18. Disclaimer of Warranties

TCNJ PROVIDES THE SERVICE, INCLUDING WITHOUT LIMITATION THE TCNJ APPLICATION, SOFTWARE, THE SERVERS AND YOUR ACCOUNT STRICTLY ON AN "AS IS" BASIS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO VALUE, EITHER EXPRESS OR IMPLIED, IS GUARANTEED OR WARRANTED WITH RESPECT TO ANY CONTENT. NOTWITHSTANDING ANY INTELLECTUAL PROPERTY RIGHTS YOU MAY HAVE IN YOUR CONTENT OR ANY EXPENDITURE ON YOUR PART, TCNJ AND YOU EXPRESSLY DISCLAIM ANY COMPENSABLE VALUE RELATING TO OR ATTRIBUTABLE TO ANY DATA RELATING TO YOUR ACCOUNT RESIDING ON TCNJ'S SERVERS. YOU ASSUME ALL RISK OF LOSS FROM USING THE SERVICE ON THIS BASIS. TCNJ does not ensure continuous, uninterrupted, error-free, secure or virus-free operation of the Service, the TCNJ Software, the Servers or your Account, and you understand that you shall not be entitled to refunds or other compensation based on TCNJ's failure to provide any of the foregoing other than as explicitly provided in this Agreement. Some jurisdictions do not allow the disclaimer of implied warranties, and to that extent, the foregoing disclaimer may not apply to you. You acknowledge that TCNJ does not make and does expressly disclaim any representations or warranties about the other users or the condition or safety of the Carpooling Activity. You fully recognize that certain risks are involved in participating in the Carpooling Activity and that it may be an inherently dangerous activity; such risks may include property damage, personal injury and death; and you voluntarily assume those risks.

19. Limitation of Liability

IN NO EVENT SHALL TCNJ OR ANY OF ITS TRUSTEES, OFFICERS, EMPLOYEES, SUBSIDIARIES, AGENTS OR LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES OR DISGORGEMENT OR COMPARABLE EQUITABLE REMEDY, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SERVICE (INCLUDING ITS MODIFICATION OR TERMINATION), THE TCNJ APPLICATIONS, SOFTWARE, THE SERVERS AND/OR YOUR ACCOUNT (INCLUDING ITS TERMINATION OR SUSPENSION) OR THIS AGREEMENT, WHETHER OR NOT TCNJ MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL TCNJ'S CUMULATIVE LIABILITY TO YOU EXCEED THE GREATER OF (i) ONE HUNDRED DOLLARS (U.S. \$100.00); OR (ii) THE RELEVANT AMOUNT SET FORTH IN SECTION 11 HEREIN, IF APPLICABLE. Some jurisdictions do not allow the foregoing limitations of liability, so to the extent that any such limitation is found to be impermissible, such limitation may not apply to you.

20. Indemnification

At TCNJ's request, you agree to defend, indemnify and hold harmless TCNJ, its officers, trustees, employees, subsidiaries, and agents from all damages, liabilities, claims and expenses, including without limitation attorneys' fees and costs, arising from: (i) any breach or alleged breach by you of this Agreement, including without limitation your representations and warranties relating to your Content; or (ii) your acts, omissions or use of the Service, including without limitation your negligent, willful or illegal conduct, including but not limited to any acts requiring TCNJ to incur costs in connection with governmental investigations, audits, or security or other remediation efforts or other measures.

21. Legal Relationship Between You and TCNJ

You acknowledge that your participation in the Service, including your creation or uploading of Content in the Service, does not make you a TCNJ employee and that you do not expect to be, and will not be, compensated by TCNJ for such activities, and you will make no claim inconsistent with these acknowledgements. In addition, no agency, partnership, joint venture, franchise relationship is intended or created by this Agreement.

22. Suspension and Termination of Accounts

You may terminate this Agreement by closing your Account at any time for any reason. In such event, TCNJ shall have no further obligation or liability to you under this Agreement or otherwise, and you shall be entitled to no compensation or other payment, remedy, recourse or refund. TCNJ may suspend or terminate your Account if you violate this Agreement. Upon termination of your Account in the event of such breach, this Agreement between us will be automatically terminated and you may not re-subscribe to the Service through any other Account that you may establish. We may suspend or terminate your Account if we determine in our discretion that such action is necessary or advisable to comply with legal requirements or protect the rights or interests of TCNJ or any third party. If TCNJ elects to generally suspend or discontinue the Service, in whole or in part, for any reason, TCNJ may suspend or terminate your Account. In such event, you will not be entitled to compensation for such suspension or termination, and you acknowledge TCNJ will have no liability to you in connection with such suspension or termination.

23. Loss of Content and Account Upon termination of Account

Upon termination of your Account, you will no longer be able to access your Account or access (or transfer or direct the transfer to any other Account) any Content or data you have stored on the Servers. All licenses granted by TCNJ to use the Service will automatically terminate. You acknowledge that you have elected to use the Service notwithstanding the possibility of termination of such license rights under the circumstances set forth in this Agreement. You should ensure that you have only stored Content on the Servers to which you are willing to permanently lose access. You acknowledge and assume the risk of the possibility of suspension or termination of your Account as provided herein, and you represent that you will make your decisions to participate in the Service and contribute Content at all times knowingly based upon these risks. You will have the technical ability to delete Content from your Account prior to its termination, but TCNJ is not responsible for any liability arising from any deletion of Content on your part that is prohibited by law or contrary to the terms of a validly issued Court order or subpoena requiring preservation of such Content. While TCNJ may retain or store Content for an indeterminate period of time after termination of your Account, TCNJ is under no obligation to do so. TCNJ also reserves the right to prevent deletion of Content when required to do so by law or the terms of a validly issued Court order or subpoena requiring preservation of such Content.

24. Survival of Terms After Termination

The following terms will survive any termination of this Agreement: Sections 6, 17, 20 and 26.

25. Dispute Resolution and Arbitration

In the event of a dispute between you and TCNJ, the state and federal courts sitting in Trenton, New Jersey shall have exclusive jurisdiction and venue with respect to such dispute. You agree that this Agreement and the relationship between you and TCNJ shall be governed by the laws of the State of New Jersey without regard to conflict of law principles or the United Nations Convention on the International Sale of Goods.

26. Disclaimer of Warranties as to Use Outside of the United States

TCNJ is a United States-based service. TCNJ makes no representation that any aspect of the Service is appropriate or available for use outside of the United States. Those who access the Service from other locations are responsible for compliance with applicable local laws. The TCNJ Application is subject to applicable export laws and restrictions.

27. Assignment of Agreement and Account

You may not assign this Agreement or your Account without the prior written consent of TCNJ. You may not transfer or sublicense any licenses granted by TCNJ in this Agreement without the prior written consent of TCNJ. TCNJ may assign this Agreement, in whole or in part, and all related rights, licenses, benefits and obligations, without restriction, including the right to sublicense any rights and licenses under this Agreement.

28. Integration, Interpretation of Section Headings and Severability

This Agreement and the DMCA and Privacy policies referenced in this Agreement sets forth the entire agreement and understanding between you and TCNJ with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings. This Agreement may not be

modified except as provided in Section 1 or by mutual written agreement between you and TCNJ that is signed by hand (not electronically) by duly authorized representatives of both parties and expressly references amendment of this Agreement. You acknowledge that no other written, oral or electronic communications will serve to modify or supplement this Agreement, and you agree not to make any claims inconsistent with this understanding or in reliance on communications not part of this Agreement. The section headings used herein, including descriptive summary sentences at the start of each section, are for convenience only and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unlawful, void, or unenforceable, then in such jurisdiction that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining provisions.

29 Notices and Communication

TCNJ may provide notice to you and obtain consent from you through (1) the website at <http://climate.pages.tcnj.edu/climate-initatives/transportation/>; (2) by electronic mail at the electronic mail address associated with your Account; and/or (3) by written mail communication to you at the address associated with your Account. You must give all notices required or permitted under this Agreement at climate@tcnj.edu. In connection with providing the Service, TCNJ may communicate with you, your clients and business partners by electronic mail and SMS or other text messages. By accessing the Services, you consent to receiving such communications. You, your clients and your business partners may advise TCNJ that you withdraw this consent in connection with your use of the Services by providing notice in accordance with this paragraph.

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PRIVACY POLICY

At TCNJ, we are committed to protecting your privacy and the privacy of your personal information. This Privacy Policy explains the use of information collected via our Website and in connection with our provision of services to you (the "Service"). Your use of the Service indicates to us that you have read and accept our privacy practices, as outlined in this Privacy Policy.

As further described below, we collect and maintain a range of data in order to provide our services to you and maintain a safe and secure Service. Access to your personal information is limited to (a) TCNJ employees, and (b) service providers under contract who help with our business operations (such as to provide or help TCNJ provide products or services to you, provide payment, billing or similar services, or perform anti-fraud functions). As used in this Privacy Policy, the term "personal information" means any real world information that readily may be used to identify an individual, including but not limited to a first and last name, home or other physical address, an email address, phone number or other contact information.

Categories and Methods of Information Collection

We collect a range of personal information and usage statistics to maintain a high-quality user experience and deliver superior customer service. We request some information directly from you during registration. We gather other pieces of data indirectly from Website traffic, your computer hardware and Internet connection, or your activities within the Service, communications and usage.

- If you use our Website, we automatically record information related to your IP address, TCNJ cookie information, and aggregate information on what content you access or visit.
- If you provide us personal information in order to subscribe to our mailing list, we collect information to aid delivery and preferences such as e-mail address and message performance statistics.

- If you register on our Website, we will track broad site usage information as well as aggregate usage of any Website community features such as downloads and forums.
- We track usage of customer service resources in order to ensure high quality interactions.
- We may collect and retain any other information relating to your account data or other activities within the Service including chat or IM logs, and IP address and logs.
- If you conduct transactions in connection with the Service, we may collect and retain some or all of the information related to these transactions.
- We may disclose and use aggregated data in a non-client identifiable manner for purposes of monitoring and system improvements, as well as general marketing purposes, and producing aggregated statistics and analysis.
- If you notify us of an intellectual property claim, the information in your claim notice may be shared with other.
- If you cease being a customer of ours, we will keep a copy of your registration file in our database for use in the event you wish to rejoin the Service, and for anti-fraud and other purposes

TCNJ's Protection and Disclosure of Your Information

Except under certain limited circumstances set forth here and in our Terms of Service, TCNJ does not disclose to third parties the personal information or other account-related information you provide us, such as IP address, without your permission. You understand, however, that TCNJ may disclose your personal or other account-related information under the following circumstances:

- If we believe in good faith that such disclosure is necessary under applicable law, or to comply with legal process served on TCNJ;
- In order to protect and defend the rights or interests of TCNJ or Users of the Service;
- In order to report to law enforcement authorities, or assist in their investigation of, suspected illegal or wrongful activity, or to report any instance in which we believe a person may be in danger;
- To service providers with whom we have contracted to assist us with Service features or operations (such as anti-fraud functions, billing, collections, registration, customer support, email delivery, or age verification), to fulfill your service requests, offer new content or help us improve our Service. Our contracts with these third parties prohibit them from using any of your personal information for purposes unrelated to the product or service they are providing;
- To other third parties (a) to provide you with services you have requested, (b) to offer you information about our Service (e.g., events or features), or (c) to whom you explicitly ask us to send your information (or about whom you are otherwise explicitly notified and consent to when using a specific service). For instance, we may provide certain information to our payment processor, to credit card associations, banks or issuers (if you are using a credit card), to PayPal (if you are using a PayPal account), or to providers of other services you request. If you choose to use these third parties' products or services, then their use of your information is governed by their privacy policies. You should evaluate the practices of third party providers before deciding to use their services; and
- To other business entities, should we plan to merge with or be acquired by that business entity. Should such a combination occur, we will require that the new combined entity follow this Privacy Policy with respect to your personal information. If your personal information will be used contrary to this policy, you will receive prior notice.

Information Displayed to or Collected By Other Users

Certain account information is displayed to other users in your profile. This information includes your account name, account type, the date your account was established and whether or not you are currently online. Further, you agree and understand that TCNJ does not control and is not responsible for

information, privacy or security practices concerning data that you provide to, or that may otherwise be collected by, other Users. *For instance, some services operated by Users may provide content that is accessed through and located on third party (non-TCNJ) servers that may log IP addresses.*

Use of Cookies

A cookie is a small string of data which often includes an anonymous unique identifier sent to your browser from a website's computers, and stored on your computer's hard drive. Each website can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other sites.

You can configure your browser to accept all cookies, reject all cookies, or notify you when a cookie is set. (Each browser is different, so check the "Help" menu of your browser to learn how to change your cookie preferences.) However, if you reject all cookies, you may not be able to use certain of our (or other companies') web pages.

TCNJ and third parties acting on our behalf use cookies for a number of purposes relating to the Website including to:

- Access your account information when you "log in" to our Website, forums, or other areas;
- Keep track of your Website session data; and
- Keep track of certain information that is then aggregated (i.e., not connected to your personal information), such as how you use our Website, what web pages you visit, and the frequency and length of those visits.

Third Party Data Collection and Use

TCNJ may participate in or with affiliate networks operated by various third party companies. These companies may collect and may use certain anonymous information about your visits to our TCNJ Application as a function of referring Internet traffic to our Website. We will not permit these companies to collect any personal information about you, such as your name, address, or email address; however, we may permit these companies to collect your IP address. These companies may set and use cookies, web beacons, pixels, or other technologies to collect anonymous information about your visits to our TCNJ Application, and may otherwise aggregate, analyze and anonymize that data.

Disclosing Personal Information in Profiles, or Within Public Areas of the Service

You may choose to disclose personal information in your profile or directly to other Users in connection with certain publicly accessible features of the Service. Please be aware that such information is public information and you should not expect privacy or confidentiality of this information.

Amendment of this Policy

We may need to update our Privacy Policy periodically to reflect changes in the types of information we collect, the means we use to collect information, or our usage of collected information. We will make reasonable efforts to alert you to these changes when they occur. Changes take effect immediately upon posting to our Website.

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DMCA POLICY

TCNJ will respond to allegations of copyright violations in accordance with the Digital Millennium Copyright Act (DMCA). The DMCA provides a process for a copyright owner to give notification to an online service provider concerning alleged copyright infringement. When a valid DMCA notification is received, the service provider responds under this process by taking down the offending content. On taking down content under the DMCA, we will take reasonable steps to contact the owner of the removed content so that a counter-notification may be filed. On receiving a valid counter-notification, we generally restore the content in question, unless we receive notice from the notification provider that a legal action has been filed seeking a court order to restrain the alleged infringer from engaging in the infringing activity.

Filing a Notification

A written notification must be made. This can be done either by fax or written letter (regular mail or courier). Emails will not be accepted unless a prior arrangement has been made. The notification must:

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon (i.e., describe the work that you own).
2. Identify the item that you claim is infringing on your copyright.
3. Provide a reasonably sufficient method of contacting you; phone number and email address would be preferred.
4. Include the following statement: "I have good faith belief that the use of the copyrighted materials described above and contained on the service is not authorized by the copyright owner, its agent, or by protection of law."
5. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
6. Sign the paper

Please note: The DMCA provides that you may be liable for damages (including costs and attorneys' fees) if you falsely claim that an item is infringing your copyrights. We recommend contacting an attorney if you are unsure whether an object is protected by copyright laws.

Send the written document to the designated Copyright Agent at TCNJ:

The College of New Jersey

Attn: Designated Agent to Receive Notification of Claimed Infringement

2000 Pennington Road, Ewing NJ 08628

Or via Email to: dmca@tcnj.edu.

Alternatively, fax the document to 609-637-5377. On the cover sheet, please write ATTN: DMCA NOTIFICATION

Filing a counter-notification

1. List the items that were removed by TCNJ.
2. Provide your name, address, telephone number, email address (if available).
3. State that you consent to the jurisdiction of Federal District Court for the judicial district in which you reside (or Trenton, New Jersey if your address is outside of the United States).

4. State that you will accept service of process from the person who provided notification to us of the alleged infringement or an agent of such person.
5. State the following: "I swear, under penalty of perjury, that I have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
6. Sign the paper.

Send the written document to the designated Copyright Agent at TCNJ:

The College of New Jersey

Attn: Designated Agent to Receive Notification of Claimed Infringement
2000 Pennington Road, Ewing NJ 08628

Or via Email to: dmca@tcnj.edu. _____

Alternatively, fax the document to 609-637-5377. On the cover sheet, please write ATTN: DMCA NOTIFICATION