

uSafeHS Terms of Use

July 9, 2021

The following terms and conditions (the “Agreement”) govern all use of the uSafeHS™ mobile device application (“Application”). The Application is owned and operated by the University of New Hampshire (“UNH”). The Application is subject to your acceptance without modification of all of the terms and conditions contained herein. In this Agreement, the words (i) “Device” means any mobile device or personal computer you own, use, or control; (ii) “Network” means any wired or wireless communication service, such as cellular or mobile networks, computer networks such as Wi-Fi, , and any other communication service or technology; (iii) “Application” means the uSafeHS application and any related software, website(s), updates, content and/or documentation; (iv) “Communication” means any transfer of human or machine readable data and/or image, video or audio content between the application and any third party device, system or server; (v) “School of Record” refers to the high school which has agreed to participate in the piloting of the uSafeHS app. Each participating high school will receive a unique code number for their students to enter when the app is first downloaded so that the high school students are only receiving information pertinent to their institution. Other defined terms are included below. UNH’s collection and use of data in connection with the Application is as provided in the uSafeHS Privacy Policy available at this link: <https://www.usafeapp.org/resources>.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE APPLICATION. BY DOWNLOADING OR USING THE APPLICATION YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT; AND (C) BY ACCESSING, VIEWING, OR USING ANY PART OF THE APPLICATION YOU AGREE TO ALL OF THE BINDING TERMS AND CONDITIONS CONTAINED HEREIN.

UNH reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of this Agreement at any time, without notice. It is your responsibility to check this Agreement periodically for changes. Your continued use of the Application following the posting of any changes to this Agreement constitutes acceptance of those changes. The website terms of use will contain the most up to date changes.

A. Eligibility

Only users who are thirteen years of age or older may register for or use the Application. The Application is not targeted towards, nor intended for use by, anyone under the age of thirteen (13). If you are between the ages of thirteen (13) and eighteen (18), you may use the Application and website only with the permission and under the supervision of a parent or legal guardian who agrees to be bound by these Terms and any applicable additional terms.

B. Use of Personal Identifying Information

The University of New Hampshire Prevention Innovations Research Center (PIRC) will only collect a screen name chosen by the student when they download the app and the student’s smartphone number. These two pieces of data, plus any information the student chooses to provide as part of an incident report, are shared only with the user’s high school administration if a report is submitted via the Report an Incident feature. In no other circumstances is information shared with the user’s school of record or any other entity, commercial or otherwise.

C. Grant of License

UNH grants you a license to use the Application in accordance with these terms. Such license to the Application is limited, non-exclusive, non-transferable, and cannot be used for commercial purposes.

D. Updates

UNH may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/ or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that UNH has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

E. Intellectual Property

The Application is intended solely for your personal use, and no rights to sublicense are granted. All intellectual property rights in the Application are owned by UNH and are protected by law, including but not limited to copyright, and trademark law, as well as all other applicable laws and international treaty provisions. Your use of the Application does not transfer any right, title, or interest in the Application other than the limited license rights expressly provided herein. All title and intellectual property rights in and to any content which may be accessed by You through use of the Application will remain the property of its owner and may be protected by applicable copyright, trademark, or other intellectual property laws. You will not remove any product identification, copyright, or trademark notices, or any other proprietary notices or restrictions from the Application. You will not create any derivative works of the Application. You will neither reverse engineer nor attempt to reverse engineer the Application. Use of UNH trademarks and copyrighted materials is limited to your use of the Application. Except as expressly permitted herein, UNH does not grant you or any other user permission to use UNH trademarks, copyrighted materials, or other intellectual property unless otherwise agreed to in writing by you and UNH. All rights not expressly granted herein are reserved by UNH. This Section E survives any termination of this Agreement.

F. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK. THE SERVICES AND THE MATERIALS CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS TERMS OF USE, UNH AND ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS TERMS OF USE, UNH MAKES NO WARRANTY THAT (A) THE APPLICATION WILL MEET YOUR REQUIREMENTS, (B) THE APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE APPLICATION WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF THE APPLICATION, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE APPLICATION

WILL MEET YOUR EXPECTATIONS, AND (E) ANY ERRORS IN THE APPLICATION WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APPLICATION IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, YOUR MOBILE DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM UNH OR THROUGH THE APPLICATION SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TERMS OF USE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNH DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTIES, WITH RESPECT TO THE APPLICATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNH EXPRESSLY DISCLAIMS ALL LIABILITY FOR APPLICATION DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, APPLICATION MISUSE, ABUSE, APPLICATION MODIFICATION, AND NON-COMPLIANCE WITH ANY WRITTEN DIRECTIONS.

G. Use Disclaimer

Students should be encouraged to report any emergency situations immediately by dialing 9-1-1. Reporting incidents through the uSafeHS app is not a substitute for calling emergency services including the police, fire department and ambulance.

You understand and agree that any information or communication sent or received by you through the Application may be delayed or prevented by a variety of factors. You also agree that UNH shall not be liable for any inadequate Network connectivity, delays, failure to deliver, or misdirected delivery of any Communication; for any errors in the content of a Communication; if any part of the user interface element does not function; or for any actions taken or not taken by you or any third party in reliance on a Communication.

You must provide and use, at your own expense, a Device and Network that are compatible with the Application. UNH does not guarantee that the Application can be accessed through, or will be compatible with, all Devices or Networks. The Application may fail due to a variety of circumstances, including circumstances or conditions beyond UNH's control. You understand and agree that Network connectivity may be interrupted, circumvented or otherwise compromised. Such Network connectivity is beyond UNH's control, and UNH may not be able to assist in resolution of problems with respect to the Application relating to such Network connectivity. You understand that your use of the Application may be limited by your Network provider or by the capabilities or capacities of your Device. If your Device or Network are incompatible, inoperative, interrupted or circumvented, or in 'Airplane Mode' or similar modes without network connectivity, no data will be received by the Application and any services of the Application may not be available.

H. Limitation of Liability

UNH SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THE USE OF OR INABILITY TO USE THE APPLICATION OR ITS SERVICES, INCLUDING ANY LIABILITY (A) FOR ANY INCORRECT OR INACCURATE INFORMATION, (B) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA, (C) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES, OR (D) FOR ANY OTHER MATTER RELATING TO THE SERVICES OR ANY THIRD PARTY WEBSITE OR APPLICATION. UNH SHALL IN NO EVENT BE LIABLE FOR ANY CLAIMS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ANY DIRECT,

INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

I. Indemnification

You agree to indemnify, defend and hold harmless the school of record, UNH and its trustees, officers, employees, students, and agents against all claims, demands, causes of action, losses, expenses, damages and costs, including any reasonable attorneys' fees, resulting or arising from or relating to your use of or conduct on the Application, any activity related to your account by you or any other person, any material that you submit to, post on or transmit through the Application, your breach of this Terms of Use, your infringement or violation of any rights of another, or termination of your access to the Application. UNH reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will offer reasonable assistance and cooperate with UNH in asserting any available defenses.

J. Export Regulation

The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, reexporting, releasing, or otherwise making the Application available outside the US.

K. Term and Termination

The Agreement commences when you download or install the Application and will continue in effect until terminated by you or UNH as set forth in this section. UNH may terminate this Agreement at any time without notice if it ceases to support the Application, which UNH may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Upon termination, all rights granted to you under this Agreement will also terminate, and you must cease all use of the Application and delete all copies of the Application from your Device and account. Termination will not limit any of UNH's rights or remedies at law or in equity.

L. Applicable Law and Severability

This Agreement is governed by the laws of the United States of America and the State of New Hampshire. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

M. Entire Agreement

This Agreement constitutes the entire agreement between UNH and you regarding the Application, and supersedes all prior or contemporaneous understandings regarding such subject matter. If you have questions or concerns regarding this Agreement or your uSafeHS account, or any feedback that you would like us to consider, please email us at prevention.innovations@unh.edu. You may also call us at 1 603-862-3630.

JULY 9, 2021