

Scholar Swap

Advertising EULA End User License Agreement

Epic Breakfast Productions

Last Edit: 1/11/15 10:42 PM EST

Introduction

Welcome to Scholar Swap! Epic Breakfast Productions hopes that you find this service useful and easy to use. By using and continuing the access of scholar-swap.com (Scholar Swap) you agree to the following Terms of Use (TOU). It is up to the user (you) to read through and understand all legal documents related to this site and this advertising service:

<http://scholar-swap.com/rules.html>

<http://scholar-swap.com/safety.html>

<http://scholar-swap.com/privacy.html>

This document can be accessed in its most recent and up to date form at:

<http://scholar-swap.com/legal.html>

LICENSE

If you are 18 or older, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicensable license to access Student Swap Advertising program in compliance with the TOU; unlicensed access is unauthorized. You agree not to license, distribute, make derivative works, display, sell, or "frame" content from Student Swap, excluding content you create and sharing with friends/family. You grant us a perpetual, irrevocable, unlimited, worldwide, fully paid/sublicensable license to use, copy, perform, display, distribute, and make derivative works from non-copyrighted content you supply for your advertisement.

Use

You agree not to use or provide software (except for general purpose web browsers and email clients, or software expressly licensed by us) or services that interact or interoperate with Student Swap, e.g. for downloading, uploading, posting, flagging, emailing, search, or mobile use. Robots, spiders, scripts, scrapers, crawlers, etc. are prohibited, as are misleading, unsolicited, unlawful, and/or spam postings/email. You agree not to collect users' personal and/or contact information ("PI").

MODERATION

You agree we may moderate Scholar Swap Advertising access and use in our sole discretion, e.g. by blocking (e.g. IP addresses), filtering, deletion, delay, omission, verification, and/or access/account/license termination. You agree (1) not to bypass said moderation, (2) we are not liable for moderating, not moderating, or representations as to moderating, and (3) nothing we say or do waives our right to moderate, or not. (4) You agree to follow all site rules,

e.g. <http://scholar-swap.com/rules.html>, and those rules are incorporated herein, as well as agree to follow the guidelines for safe use of this site as outlined <http://scholar-swap.com/safety.html>.

Disclaimer

MANY JURISDICTIONS HAVE LAWS PROTECTING CONSUMERS AND OTHER CONTRACT PARTIES, LIMITING THEIR ABILITY TO WAIVE CERTAIN RIGHTS AND RESPONSIBILITIES. WE RESPECT SUCH LAWS; NOTHING HEREIN SHALL WAIVE RIGHTS OR RESPONSIBILITIES THAT CANNOT BE WAIVED.

To the extent permitted by law, (1) we make no promise as to Scholar Swap, its completeness, accuracy, availability, timeliness, propriety, security or reliability; (2) your access and use are at your own risk, and Scholar Swap is provided "AS IS" and "AS AVAILABLE"; (3) we are not liable for any harm resulting from (a) user content; (b) user conduct, e.g. illegal conduct; (c) your Scholar Swap use; or (d) our representations; (4) WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES ("SCHOLAR SWAP ENTITIES"), DISCLAIM ALL WARRANTIES & CONDITIONS, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (5) SCHOLAR SWAP ENTITIES ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS (E.G. OF PROFIT, REVENUE, DATA, OR GOODWILL); (6) IN NO EVENT SHALL OUR TOTAL LIABILITY EXCEED \$100

In the event a dispute shall arise between the parties to this agreement, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration & Mediation. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by an arbiter of the sole choice of Epic Breakfast Productions.

Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties.