

My College Roomie, Inc:
Terms of Use and Privacy Agreement
for Users Testing Out Web Application

Acceptance of Terms

1. My College Roomie, Inc., a Florida corporation, (“MCR”), makes this web application Software as a Service (the “App”), including all information, documents, communications, files, text, graphics, software, and products available for testing through the App (collectively, the “Materials”) and all services operated through the App by MCR and third parties, including, without limitation, Grindflow Management LLC, (collectively, the “Services”), available for your use to test the App’s features, including, but not limited to, the App’s functionality, practicality, popularity, technical capability, security, and general commercial viability. Your use is subject to the terms and conditions set forth in this document and any changes to this document that MCR may publish (collectively, the “Testing Terms of Use”).
2. By accessing or using the App in any way, including, without limitation, use of any of the Services, downloading of any Materials, or merely opening the App, you agree to and are bound by the Testing Terms of Use.
3. MCR reserves the right to change the Testing Terms of Use and other guidelines or rules posted on the App from time to time at its sole discretion. Your continued use of the App, or any Materials or Services accessible through it, after such notice has been posted, constitutes your acceptance of the changes. Your use of the App will be subject to the most current version of the Testing Terms of Use, rules and guidelines posted on the App at the time of such use. You should periodically check these Testing Terms of Use to view the current terms. If you breach any of the Testing Terms of Use, your authorization to use the App automatically terminates, and any Materials downloaded or printed from the App in violation of the Testing Terms of Use must be immediately destroyed.

Defined Terms

4. The group of persons that collaborate within the App in furtherance of MCR’s roommate selection process is referred to herein as the “User Group.”
5. Information, materials, files, documents, and communications posted by users in furtherance of MCR’s roommate selection function is referred to collectively as “User Content.” User Content is presumptively intended for dissemination by MCR and the User Group.
6. All other user-supplied information, materials, files, communications, and documents, excluding the User Content, are referred to collectively as “Tangential Content.” Tangential Content is presumptively private between the sender and the recipient and not intended to further MCR’s roommate selection function.

7. All materials provided by MCR are referred to collectively as “MCR Content.”.
8. User Content, Tangential Content, and MCR Content may have different restrictions and conditions associated with them.

Types of Users

9. Please be aware that certain activities on the App are available only to persons invited by MCR to participate in such activities.

Intellectual Property – Limited License to Users

10. The Materials and Services on the App, as well as their selection and arrangement, are protected by copyright, trademark, patent, and/or other intellectual property laws, and any unauthorized use of the Materials or Services on the App may violate such laws and these Testing Terms of Use. Except as expressly provided herein, MCR and its third-party agents, including, without limitation, Grindflow Management LLC (“Grindflow”) do not grant any express or implied rights to use the Materials and Services. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the App, its Materials, or its Services or their selection and arrangement, except as expressly authorized herein. In addition, you agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with the App.

11. In addition to the Materials and Services offered by MCR, the App may also make available materials, information, and services provided by third parties, including, without limitation, Grindflow (collectively, the “Third Party Services”). The Third Party Services may be governed by separate license agreements that accompany such services. MCR offers no guarantees and assumes no responsibility or liability of any type with respect to the Third Party Services, including any liability resulting from incompatibility between the Third Party Services and the Materials and Services offered by MCR. You agree that you will not hold MCR responsible or liable with respect to the Third Party Services or seek to do so.

12. Except as expressly indicated to the contrary elsewhere on the App, you may view, download, and print the MCR Content and User Content available on the App subject to the following conditions: i) the MCR Content and User Content may be used solely for personal, informational, and internal purposes, ii) the MCR Content and User Content may not be modified or altered in any way, iii) the MCR Content and User Content may not be distributed or sold, rented, leased, or licensed to others, iv) you may not remove any copyright or other proprietary notices contained in the MCR Content and User Content, v) MCR reserves the right to revoke the authorization to view, download, and print the MCR Content and User Content available on the App at any time, and any such use shall be discontinued immediately upon notice from MCR, and vi) the rights granted to you constitute a license and not a transfer of title.

13. The rights specified above to view, download, and print the MCR Content and User Content available on the App are not applicable to the design or layout of the App. Elements of the App are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

Trademark Information

14. The trademarks, logos, and service marks (“Marks”) displayed on the App are the property of MCR or other third parties. You are not permitted to use the Marks without the prior written consent of MCR or such third party that may own the Marks.

License to MCR For User Content

15. Certain services offered through this App accommodate or require User Content. Depending upon the nature of the service, by submitting User Content to the App you grant MCR and its third-party agents, including, without limitation, Grindflow, one of the following types of licenses:

i) For User Content such as comments, requests, suggestions, or answers to MCR questions via user forms, you grant MCR and the User Group an unrestricted, worldwide, irrevocable license to use, reproduce, display, perform, modify, transmit, and distribute such User Content, and you also agree that MCR is free to use any ideas, concepts, know-how, or techniques that you send us for any purpose without any compensation to you. However, we will not release your name or otherwise publicize the fact that you submitted such User Content to us unless: (a) you grant us permission to do so; (b) we first notify you that the User Content you submit to a particular part of the App will be published or otherwise used with your name on it; (c) we have a good faith belief that we are required to do so by law and/or in response to a subpoena or court order; or (d) we believe it necessary in order to protect the rights of MCR or others.

ii) For User Content that is the result of your creative efforts and which is intended to be displayed on the App, you grant MCR a worldwide, royalty-free, non-exclusive license to modify (for purposes of formatting, maintenance, or administration of the App only) and reproduce such User Content. You also grant MCR the right to distribute and publicly display and perform such User Content for the purpose for which such User Content was submitted to the App. This license will be in effect until such User Content is removed from the App.

License to MCR for Tangential Content

16. For Tangential Content, you grant MCR the right to use such Tangential Content in connection with operation and maintenance of the MCR Program. You agree that MCR may access and/or disclose such User Content if MCR has a good faith belief that it must do so to (a) perform system administration, such as diagnosing and correcting problems, or testing any aspect of the MCR Program; (b) respond to a valid court order or subpoena; (c) comply with legislation or regulations, including, without limitation, the Digital Millennium Copyright Act; (d) investigate complaints; or (e) protect MCR or others from liability or damages. MCR has no obligation to retain Tangential Content and

you agree that MCR shall not be liable for any failure to store Tangential Content.

Prohibited Communications

17. You may submit only User Content or Tangential Content to the App that is (a) owned by you, (b) submitted with the express permission of the owner or within the scope of the license to such content, or (c) in the public domain. You are prohibited from posting or transmitting to or from the App any unlawful, threatening, harassing, libelous, offensive, defamatory, obscene, or pornographic materials, or other materials that would violate any law or the rights of others, including, without limitation, laws against copyright infringement, and rights of privacy and publicity. Violation of these restrictions may result in denial of or limitations on access by you to the App.

User Conduct

18. In using the App, including all Services and Materials available through it, you agree: not to disrupt or interfere with any other user's enjoyment of the App; not to upload, post, or otherwise transmit through the App any viruses or other harmful, disruptive, or destructive files; not to create a false identity; not to use or attempt to use another's account, password, service, or system without authorization from MCR; not to access or attempt to access any User Content which you are not authorized to access; not to disrupt or interfere with the security of, or otherwise cause harm to, the App, or any Services, Materials, system resources, accounts, passwords, servers, or networks connected to or accessible through the App.

Managing Content and Communications

19. MCR reserves the right, in its sole discretion, to delete or remove User Content from the App and to restrict, suspend, or terminate your access to all or part of the App, at any time without prior notice or liability. MCR may, but is not obligated to, monitor or review any areas on the App where users transmit or post User Content, including but not limited to areas where Services are available, and the substance of any User Content. To the maximum extent permitted by law, MCR will have no liability related to User Content or Tangential Content. MCR disclaims all liability with respect to the misuse, loss, modification, or unavailability of any User Content or Tangential Content. Furthermore, you acknowledge and understand that you are partaking in a test of the App's performance, and you assume the risk that the App may not be free of glitches, computer bugs, or that MCR will be able to adequately monitor the content and communications present on the App.

Warranties and Disclaimers

20. Except as expressly provided otherwise in a written agreement between you and MCR or you and a third party with respect to such party's materials or services, the App, and all Materials and Services accessible through the App are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, MCR makes no warranty that (i) the

Services and Materials will meet your requirements; (ii) the Services and Materials will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Services or Materials will be effective, accurate, or reliable; (iv) the quality of any Products, Services, or Materials obtained or accessible by you through the App will meet your expectations; and (v) any errors in the Services or Materials obtained through the App, or any defects in the App, its Services or Materials, will be corrected.

21. The App could include technical or other mistakes, inaccuracies, or typographical errors. MCR may make changes to the Materials and Services on the App at any time without notice. The Materials or Services on the App may be out of date, and MCR makes no commitment to update such Materials or Services.

22. You understand and acknowledge that (i) MCR does not control, endorse, or accept responsibility for any content, products, or services offered by third parties through the App, including, without limitation, third party vendors and third parties accessible through links on the App; (ii) MCR makes no representation or warranties whatsoever about any such third parties, their content, products, or services; (iii) any dealings you may have with such third parties are at your own risk; and (iv) MCR shall not be liable or responsible for any content, products, or services offered by third parties.

23. The use of the Services or the downloading or other use of any Materials through the App is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system, loss of data, or other harm that results from such activities. MCR assumes no liability for any computer virus or other similar software code that is downloaded to your computer from the App or in connection with any Services or Materials offered through the App. No advice or information, whether oral or written, obtained by you from MCR or through or from the App shall create any warranty not expressly stated in these Testing Terms of Use.

Personal Information and Privacy

24. Information provided by you and or a third-party entrusted by you with the information, will be presumed to NOT be confidential, unless the information was requested and the request expressly stated that the information sought would be kept confidential.

25. By agreeing to use the App, you understand that the intent, purpose and function of the App is to allow users to browse and interact with other users of the App. Therefore, you understand that any information provided by you that can reasonably be used to assess your personality traits is not confidential information. Furthermore, you understand that you are participating in a test of the App's functionality, and any information provided by you will likely be aggregated and categorized to better understand and improve the App's capabilities. By contrast, you understand that failure to provide requested information citing privacy concerns is deemed to be a voluntary decision by you to forfeit the benefits and services provided by the App, and may result in a revocation of your opportunity to partake in the testing of the App.

26. Use of the App in no way affects your rights under the Family Educational Rights and Privacy Act (FERPA). The App's roommate selection function works by assessing personality traits. In the unlikely event that MCR, the App, or any third party working with MCR, obtains your education records, and a request is made by you to MCR to inspect the records, MCR will make its best efforts to comply with the request, including informing your educational agency or institution of the request. However, MCR reserves the right to, under FERPA's 34 CFR § 99.31 exception statute, disclose otherwise protected information. Nevertheless, it is not MCR policy nor practice to ever disclose education records or personally identifiable information without your consent.

27. In any case, you understand and agree that we may disclose information about you if we have a good faith belief that we are required to do so by law or legal process, to respond to claims, or to protect the rights, property, or safety of MCR or others.

Limitation of Liability

28. In no event, including, without limitation, negligence, shall MCR, its subsidiaries, affiliates, agents, officers, directors, employees, partners, or suppliers be liable to you or any third party for any special, punitive, incidental, indirect, or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data, or profits, whether or not MCR has been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of or the inability to use the App, its Services, or Materials, the statements or actions of any third party on or through the App, any dealings with vendors or other third parties, any unauthorized access to or alteration of your transmissions or data, any information that is sent or received or not sent or received, any failure to store or loss of data, files, or other content, any Services available through the App that are delayed or interrupted, or any website referenced or linked to or from the App.

Indemnity and Liability

29. You agree to indemnify and hold MCR, and its subsidiaries, affiliates, officers, directors, agents, partners and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to, or transmit through the App (including, without limitation, any User Content, Tangential Content or computer viruses), your use of the App, your connection to the App, your violation of these Testing Terms of Use, the actions of any member of your Work Group, or your violation of any rights of another person or entity.

Governing Law and Jurisdiction

30. The App is controlled by MCR from its offices within the state of Virginia, United States of America. By accessing the App, you and MCR agree that all matters relating to your access to, or use of, the App shall be governed by the statutes and laws of the State of Virginia, without regard to the conflicts of laws principles thereof. You and MCR also agree and hereby submit to the exclusive personal jurisdiction and venue of the Courts within the State of Virginia with respect to such matters.

General

31. The Testing Terms of Use and the other rules, guidelines, licenses and disclaimers posted on the App constitute the entire agreement between MCR and you with respect to your use of the App. If for any reason a court of competent jurisdiction finds any provision of these Testing Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Testing Terms of Use shall continue in full force and effect. Any failure by MCR to enforce or exercise any provision of these Testing Terms of Use or related right shall not constitute a waiver of that right or provision.

University Representative

Printed Name: _____ Date: _____

Signature: _____

My College Roomie, Inc.

Printed Name: _____ Date: _____

Signature: _____