

# FinalsClub Terms of Service

Last updated: February 13, 2011

These Terms of Service ("**Terms**") govern your access to and use of the services, websites, and applications offered by FinalsClub (the "**Service**"). Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Service you agree to be bound by these Terms.

## Use of the Service

You may use the Service only if you can form a binding contract with FinalsClub, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. You must provide us accurate information, including your real name, when you create your account on FinalsClub.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to users generally; or create usage limits for the Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password. We encourage you to use "strong" passwords (that use a combination of upper and lower case letters, numbers and symbols) with your account. FinalsClub will not be liable for any loss or damage arising from your failure to comply with these requirements.

## User Content

"**Content**" means any information, text, graphics, or other materials uploaded, downloaded or appearing on the Service. ***You retain ownership of all Content you submit, post, display, or otherwise make available on the Service.***

## Your License to FinalsClub

By submitting, posting or displaying Content on or through the Service, you grant us permission to share all content under a Creative Commons Attribution-Share Alike 3.0 Unported (CC BY-SA 3.0) license. For more information, see <http://creativecommons.org/licenses/by-sa/3.0>. Note that exceptions can be made upon request. Or, if you would like more information, please feel free to contact us (link to the contact page).

You agree that this license includes the right for other users of the Service to modify your Content, and for FinalsClub to make your Content available to others for the publication, distribution, syndication, or broadcast of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by FinalsClub or others may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Service.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

### **FinalsClub's Licenses to You**

Subject to these Terms, FinalsClub gives you a worldwide, royalty-free, non-assignable and non-exclusive license to re-post any of the Content on FinalsClub anywhere on the rest of the web provided that the Content was added to the Service after April 22, 2008, and provided that the user who created the content has not explicitly marked the content as not for reproduction, and provided that you: (a) do not modify the Content; (b) attribute FinalsClub with a human and machine-followable link (an A tag) linking back to the page displaying the original source of the content on FinalsClub.org (c) upon request, either by FinalsClub or a user, remove the user's name from Content which the user has subsequently made anonymous; (d) upon request, either by FinalsClub or by a user who contributed to the Content, make a reasonable effort to update a particular piece of Content to the latest version on FinalsClub.org; and (e) upon request, either by FinalsClub or by a user who contributed to the Content, make a reasonable attempt to delete Content that has been deleted on FinalsClub.org.

Your Content will be viewable by other users of the Service and through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Service. Any use of or reliance on any Content or materials posted via the Service or obtained by you through the Service is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Service or endorse any opinions expressed via the Service. You understand that by using the Service, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate. Under no circumstances will FinalsClub be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content made available via the Service or broadcast elsewhere.

You are responsible for your use of the Service, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and third parties partners. You understand that your Content may be republished and if you do not have the right to submit Content for such use, it may subject you to liability. FinalsClub will not be responsible or liable for any use of your Content by FinalsClub in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Service and to terminate users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of FinalsClub, its users and the public.

## **Rules**

You must not do any of the following while accessing or using the Service: (i) use the Service for any unlawful purposes or for promotion of illegal activities; (ii) post any Content (as defined below) or use the Service in violation of any applicable law (including intellectual property laws, right of privacy or publicity laws, and any laws of a non-U.S. jurisdiction applicable to you), or any contractual or other legal obligation; (iii) post Content that is hateful, abusive, threatening, profane, or otherwise objectionable; (iv) post Content or use the Service to create an impression that you know is incorrect, misleading, or deceptive, including by impersonating others or otherwise misrepresenting your affiliation with a person or entity; (v) publish or post other people's private or personally identifiable information without their express authorization and permission; (vi) use the Service for the purpose of spamming anyone; (vii) publish or link to malicious content intended to damage or disrupt another user's browser or computer or to compromise a user's privacy; (viii) access or tamper with non-public areas of the Service, FinalsClub's computer systems, or the technical delivery systems of FinalsClub's providers; (ix) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (x) access or search or attempt to access or search the Service by any means (automated or otherwise) other than through the currently available, published interfaces that are provided by FinalsClub (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with FinalsClub (crawling the Service is permissible in accordance with these Terms, but scraping the Service without the prior consent of FinalsClub except as permitted by these Terms is expressly prohibited); (xi) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information; or (xii) interfere with or disrupt (or attempt to do so) the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Service.

## **Proprietary Rights**

All right, title, and interest in and to the Service (excluding Content provided by users) are and will remain the exclusive property of FinalsClub and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Except as

expressly provided herein, nothing in the Terms gives you a right to use the FinalsClub name or any of the FinalsClub trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding the Service is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

### **Copyright Policy**

FinalsClub respects the intellectual property rights of others and expects users of the Service to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide our copyright agent with the following information in accordance with the Digital Millennium Copyright Act: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent for notice of alleged copyright infringement or other legal notices regarding Content appearing on the Service is:

FinalsClub, Inc.  
Attn: Copyright Agent  
1132 Massachusetts Avenue  
Cambridge, MA 02138  
Email: [copyright@FinalsClub.org](mailto:copyright@FinalsClub.org)

Please note that in addition to being forwarded to the person who provided the allegedly illegal content, we may send a copy of your notice (with your personal information removed) to Chilling Effects ([www.chillingeffects.org](http://www.chillingeffects.org)) for publication and/or annotation. You can see an example of such a publication at <http://www.chillingeffects.org/fairuse/notice.cgi?NoticeID=16887>. A link to your published notice will be displayed on FinalsClub in place of the removed content.

We reserve the right to remove Content alleged to be infringing or otherwise illegal without prior notice and at our sole discretion. In appropriate circumstances, FinalsClub will also terminate a user's account if the user is determined to be a repeat infringer.

### **Privacy**

FinalsClub values your privacy. We will never sell any personal user information stored on FinalsClub.org with any third-party corporations or organizations without your express consent. By using the Service you consent to the transfer of your information to the United States and/or other countries for storage, processing and use by FinalsClub. Note that user information stored with any of our affiliate services, such as PBworks.com, is subject to the terms of service of those service-providers. Please consult the respective Terms of Service for any affiliate services for specific details.

### **Links**

The Service may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by FinalsClub of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

### **Disclaimers; Indemnity**

Your access to and use of the Service or any Content is at your own risk. You understand and agree that the Service is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, FINALSClub AND ITS PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Service or any content thereon. FinalsClub will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Service, or any Content. You also agree that FinalsClub has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Service. We make no warranty that the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from FinalsClub or through the Service, will create any warranty not expressly made herein.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FINALSClub AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICE; AND (iv) UNAUTHORIZED ACCESS, USE OR

ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT FINALSCLUB HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

If anyone brings a claim against us related to your actions or Content on the Service, or actions or Content by or from someone using your account, 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.

### **General Terms**

These Terms and any action related thereto will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence. Unless submitted to arbitration as set forth in the following paragraph, all claims, legal proceedings or litigation arising in connection with the Service will be brought solely in Santa Clara County, California, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

For any claim (excluding claims for injunctive or other equitable relief) under these Terms where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

These Terms are the entire and exclusive agreement between FinalsClub and you regarding the Service (excluding any services for which you have a separate agreement with FinalsClub that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between FinalsClub and you regarding the Service.

The failure of FinalsClub to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

We may revise these Terms from time to time. The most current version will always be on this page (or such other page as the Service may indicate). If the revision, in our sole discretion, is material we will notify you via posting to our website or e-mail to the email associated with your account. By continuing to access or use the Service after those revisions become effective, you agree to be bound by the revised Terms.

The Service is operated and provided by FinalsClub, Inc., 1132 Massachusetts Avenue Cambridge, MA 02138. If you have questions about these Terms, please contact Andrew ~at~ FinalsClub d0t org