

Terms of Use

Effective January 2, 2020

Study Break, Inc. provides an authenticated platform (the “Study Break” app) that connects students to campus clubs, programs, and resources using real-time events. It is a place for safe and respectful community engagement, and not a place for bullying, harassment, shaming or the degradation of others. The “Study Break” app is only available to registered users located at US-based colleges and universities.

We reserve the right to suspend or permanently ban any account that violates our Code of Conduct or any of the Terms below. We also reserve the right to remove content that violates our Code of Conduct or any of the Terms below.

In this document, “we”, “our”, “us”, and any other first person pronouns refer to Study Break, Inc. “You”, “your”, and any other second person pronouns refer to any user/users of the “Study Break” app.

Third Party Links

If you click on any link in the app that takes you to a website other than studybreak.co, our Privacy Policy and Terms of Use no longer apply. You may find the Privacy Policy and Terms of Use under “Settings” within the “Study Break” app.

Code of Conduct

We reserve the right to modify these rules on an ongoing basis and will keep them updated here.

Users may not use our services to:

1. Promote hate speech.
2. Threaten, bully or harass others or to incite others to do so. This includes targeting people on the basis of political orientation, race, ethnicity, appearance, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, or disease.
3. Exploit or abuse children. If you find any such content, you should report it to us immediately so that we may report to the National Center for Missing & Exploited Children (NCMEC) and law enforcement.
4. Distribute explicit sexual or pornographic materials, including via links to such services or by direct upload.
5. Promote or engage in illegal activities, including trafficking in illegal substances or terrorism.
6. Distribute phishing scams, malicious code, malware, viruses or content that negatively impacts or impedes our infrastructure, servers, and networks.
7. Promote violence.
8. Access another user’s account without their consent or impersonate others.
9. Publish others’ personal and/or confidential information without consent.

10. Sell or advertise regulated products or services, such as health and medical devices, non-approved supplements, fireworks, drugs and alcohol, weapons, pharmaceuticals, or tobacco.
11. Gamble.
12. Engage in mass solicitation or spam campaigns.

Content

We do not claim ownership of any Content that you post on or through the app. By making Your Content available on or through the “Study Break” app, you grant us a non-exclusive, transferable, sub-licensable, worldwide, royalty-free license to use, copy, modify, publicly display, publicly perform and distribute Your Content only in connection with operating and providing the “Study Break” app.

You are responsible for Your Content. You represent and warrant that you own Your Content or that you have all rights necessary to grant us a license to use Your Content as described in these Terms. You also represent and warrant that Your Content and the use and provision of Your Content on the “Study Break” app will not: (a) infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (b) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) be fraudulent, false, misleading or deceptive; (d) be defamatory, obscene, pornographic, vulgar or offensive; (e) promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (f) be violent or threatening or promote violence or actions that are threatening to any person or entity; or (g) promote illegal or harmful activities or substances.

You may report content or users that potentially violate our policies. We will review these reports and may take action as we deem appropriate, including: removing the content; restricting access to the content or putting up a warning; terminating or limiting a user’s access to our products.

Additionally, we may conduct an inquiry for other reasons not listed here, especially if there is a potential threat to the safety of anyone on the platform. If we feel that there is an emergency situation developing, we may also share user information with the university and/or emergency personnel at our discretion. Examples include discussing self-harm, plans to harm others, or documenting unsafe conditions.

Account Security and Integrity

While we take steps to protect your data from unauthorized access, security is a team effort. You are responsible for keeping your password secret and secure, and we encourage you to update your password regularly. Creating accounts through unauthorized means, including scripts, bots, or automated crawlers is prohibited, as is collecting content through crawling, scraping, or caching of user profiles without our express consent.

No Monitoring

You are solely responsible for your interaction with other users on the “Study Break” app, whether online or offline. You agree that we are not responsible or liable for your conduct. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post Content or any personal or other information.

Disclaimer of Warranties

We do not represent or warrant that the service will be error-free or uninterrupted; that defects will be corrected; or that the service or the server that makes the service available is free from any harmful components, including, without limitation, viruses. You acknowledge that your use of the service is at your sole risk. We do not warrant that your use of the service is lawful in any particular jurisdiction, and we specifically disclaim such warranties. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to you to the extent such jurisdiction’s law is applicable to you and these Terms.

By accessing or using the app, you represent and warrant that your activities are lawful in every jurisdiction where you access or use the “Study Break” app.

We do not endorse content and specifically disclaim any responsibility or liability to any person or entity for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any content.

Users hereby give any consents required by law for the services to operate as set forth in these Terms.

Limitation of Liability; Waiver

Under no circumstances will we be liable to you for any loss or damages of any kind. In no event will we be liable to you or anyone else for loss, damage or injury, including, without limitation, death or personal injury.

Study Break, Inc. is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

Indemnification

Unless prohibited by law, You (and also any third party for whom you operate an account or activity on the “Study Break” app) agree to defend, indemnify and hold Study Break, Inc. harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney’s fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the app or those conducted on your behalf): (i) your Content or your access to or use of the app; (ii) your breach or alleged breach of these Terms; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any

governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by Study Break, Inc. in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Study Break, Inc.

Final Note

These Terms will change over time. If we make minor changes to the Terms without materially changing your rights, we will notify you the modified Terms on the app. We will notify you by email or by presenting you with a new Terms of Use to accept if we make a modification that materially changes your rights. When you use the “Study Break” app after a modification is posted, you are telling us that you accept the modified terms. Please contact support@studybreak.co for any cases involving these Terms.