

## Terms of Service and Use

*Last updated: April 5, 2024*

THESE TERMS OF SERVICE AND USE (“TERMS”) GOVERN AND CONTROL THE USE OF THE UNIVERSITY INNOVATION ALLIANCE (“UIA”) WEBSITE AND THE UNIVERSITY INNOVATION LAB WEBSITE (COLLECTIVELY, THE “SITE”) OPERATED BY ARIZONA STATE UNIVERSITY (“ASU”). THE SITE INCLUDES ALL CONTENT, INFORMATION, MATERIALS, PRODUCTS AND SERVICES THAT ARE PROVIDED ON OR THROUGH THE SITE, OR MADE AVAILABLE TO YOU BY ASU (COLLECTIVELY, “SITE CONTENT”).

REVIEW THESE TERMS CAREFULLY. IF YOU DO NOT ACCEPT ALL OF THESE TERMS IN THEIR ENTIRETY, THEN ASU IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO THE SITE AND YOU SHOULD IMMEDIATELY DISCONTINUE YOUR USE OF THE SITE. IF YOU ARE ACCESSING THE SITE ON BEHALF OF AN ORGANIZATION (INCLUDING A UNIVERSITY OR COLLEGE) OR ENTITY (“ORGANIZATION”), THEN YOU ARE AGREEING TO THESE TERMS ON BEHALF OF THAT ORGANIZATION AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE ORGANIZATION TO THESE TERMS. IN THAT CASE, “YOU”, “YOUR” OR “I” REFERS TO YOU AND THAT ORGANIZATION.

IF THE ORGANIZATION IS AN INSTRUMENTALITY OF A STATE OR LOCAL GOVERNMENT, OR PUBLIC COLLEGE OR UNIVERSITY, THEN (1) IT SHALL BE REQUIRED TO COMPLY WITH THESE TERMS SOLELY TO THE EXTENT PERMITTED BY THE APPLICABLE LAWS OF ORGANIZATION’S JURISDICTION OF ORGANIZATION; AND (2) NOTHING HEREIN SHALL BE INTERPRETED OR CONSTRUED AS (i) A WAIVER OF THE ORGANIZATION’S GOVERNMENTAL IMMUNITY BEYOND ANY WAIVER PROVIDED FOR UNDER THE LAWS OF ITS JURISDICTION OF ORGANIZATION OR (ii) AN OBLIGATION ON THE PART OF THE ORGANIZATION TO VIOLATE OR EXCEED THE LIMITATIONS IMPOSED BY THE LAWS OF ITS JURISDICTION OF ORGANIZATION.

BY YOUR USE OF THE SITE (INCLUDING ACCESSING, USING, OR DOWNLOADING ANY OF THE SITE CONTENT), YOU HEREBY EXPRESSLY AGREE AND CONSENT TO BE BOUND BY THESE TERMS AS WELL AS THE [TERMS OF USE APPLICABLE TO USERS OF ASU’S COMPUTING AND COMMUNICATIONS RESOURCES](#), [ASU’S COMPUTER, INTERNET, AND ELECTRONIC COMMUNICATIONS INFORMATION MANAGEMENT POLICY](#), AND [ASU’S PRIVACY STATEMENT](#), ALL AS IF FULLY RESTATED HEREIN (COLLECTIVELY, THE “AGREEMENT”). IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS THE SITE OR ACCESS, USE, OR DOWNLOAD ANY OF THE SITE CONTENT.

ASU MAY MODIFY THESE TERMS FROM TIME TO TIME IN ITS SOLE DISCRETION AND WITHOUT NOTICE TO YOU. YOU SHOULD REVIEW THESE TERMS PERIODICALLY TO ENSURE FAMILIARITY WITH THEIR THEN-CURRENT TERMS AND CONDITIONS. YOUR CONTINUED USE OF THE SITE FOLLOWING ANY MODIFICATION OF THESE TERMS SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH MODIFICATIONS TO THESE TERMS.

### Access and Use

By accessing or using the Site, including registering for any products or services in connection with the Site, you represent and warrant to ASU and UIA that you (a) are at least 18 years old or otherwise meet the legal age to consent in the jurisdiction you are located, (b) have the legal right, authority and capacity to enter into the Agreement, and (c) agree to be bound by all the terms and conditions in the Agreement. If you do not meet the age requirement or do not agree, you must immediately discontinue your use of the Site.

### User Registration

The Site may contain features that enable you to voluntarily register, sign-up, or opt-in to receive certain notifications by providing your first and last name, and email ("User Account"). If you choose to register for a User Account, you represent and warrant that all information you provide in connection with your User Account is truthful and accurate, and you agree to receive communications and materials from ASU or UIA using the email address you provide. You may terminate your User Account and opt-out/unsubscribe from receiving certain communications from ASU and UIA using information in your User Account at any time. You shall not transfer, assign, sublease, sublicense or allow others to access or use your User Account.

### Privacy

ASU cares about data privacy and security. Please review [ASU's Privacy Statement](#). By using the Site and Site Content, you agree to be bound by ASU's Privacy Policy, which is incorporated into these Terms. Please be advised the Site Content is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

### Site Content

Site Content includes Third-Party Content as defined below. The Site and all Site Content is licensed, not sold. Subject to your compliance with the Agreement, ASU and UIA grant you a

non-exclusive, non-transferable license to access and use the Site and any associated Site Content via a web connection over the internet. Your access to and use of any Site Content is solely at your own risk. ASU reserves the right to change, remove, modify, or edit the Site and any Site Content at any time, for any reason, without notice or obligation to you or any other users of the Site. Some Site Content may be subject to additional restrictions on reproduction or modification, and you are solely responsible for adhering to such restrictions.

1. **Third-Party Content.** The Site may contain links to other websites or third-party content that are not owned or operated by ASU ("Third-Party Content"). The availability or appearance of any Third-Party Content on the Site is for convenience only and does not represent any sponsorship or endorsement by ASU or the UIA. ASU does not review or monitor Third-Party Content and specifically disclaims any responsibility for Third-Party Content. This disclaimer extends to the possible presence of harmful or malicious programs which may be embedded in Third-Party Content or distributed by any means to the user upon visiting the Third-Party Content. Third-Party Content is subject to the applicable third party's terms and conditions and privacy policy ("Third-Party Terms"). You are solely responsible for your use of Third-Party Content and compliance with any Third-Party Terms. Under no circumstances will ASU be liable to you in any way for any Third-Party Content, including but not limited to, any loss or damage incurred as a result of your access to or use of Third-Party Content.

Neither the Arizona Board of Regents ("ABOR"), ASU, the UIA nor any of their respective employees or affiliates are responsible or liable for any claims, losses, expenses or damages arising as a result of the use or interpretation of the Site Content.

#### Non-Commercial Use; Prohibited Use

Unless otherwise agreed in writing by ASU, the Site and Site Content is for your personal and non-commercial use only. Use for which any financial return is received shall be defined as commercial use, and includes: (1) integration of all or part of the Site Content into a product for sale or license by or on behalf of you to third parties; (2) use of the Site Content or any derivative of it for research with the final aim of developing products for sale or license to a third party; or (3) use of the Site Content to provide any service to an external organization for which payment is received. If you are in any doubt whether your use constitutes commercial use, contact the UIA at the email below.

You represent and warrant that you will not (and will not encourage, assist, or enable others to):

- a. Transmit any computer viruses, worms, exploits, Trojan horses, or other harmful materials in or through the Site;
- b. Use any robot, spider, site search/retrieval application or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site;
- c. Use or attempt to use the Site in any manner that could damage, disable, or interfere with the proper working the Site;
- d. Modify, decompile, disassemble, reserve engineer, or create derivative works based on the Site;
- e. Gain or attempt to gain unauthorized access to the Site including any servers, systems, networks or security related features through hacking, phishing, social engineering, or any other means;
- f. Copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any Site Content, without ASU's prior written consent;
- g. Violate ASU's, its affiliates', UIA's, or any third party's rights, including any breach of confidentiality, privacy, intellectual property, or other proprietary rights;
- h. Create a false identity or otherwise attempt to mislead any person as to the identity or origin of any communication; or
- i. Violate the terms of the Agreement or any applicable laws.

### Submissions

You may provide ASU with any Submissions at your sole risk and discretion. "Submissions" means any solicited or unsolicited comments, questions, feedback, suggestions, ideas, proposals, business plans, applications, or other materials that you post, submit, share, or otherwise provide to ASU. Unless otherwise agreed in writing by ASU or the UIA, you acknowledge that neither ASU or the UIA has any obligation to keep Submissions confidential and you agree to not provide ASU or the UIA with any Submissions that you consider to be confidential, proprietary or sensitive in nature, or that contains information of the same nature about third parties.

Unless otherwise agreed in writing by ASU or the UIA, you own all of your Submissions. You grant to ASU and the UIA a non-exclusive, perpetual, fully paid-up, royalty-free, transferrable, worldwide, non-terminable license, with the right to sublicense through any number of tiers, to make, use, sell, import, have made, have sold, have imported, copy, reproduce, translate, prepare derivative works of, distribute, display, perform and publicly perform, transmit through

any means of communication (known or unknown) or otherwise generally utilize in any manner any Submissions, including any and all associated intellectual property or proprietary rights thereof without any duty to compensate you. You also grant ASU and the UIA the right to authorize the use of your Submissions, or any portion thereof, by other users in accordance with these Terms of Service and Use, including the rights to feature your Submissions specifically on the Site and to allow other users to request access to your Submissions, such as for example through an RSS Feed.

You hereby release the State of Arizona, the Arizona Board of Regents and Arizona State University (and their officers, agents, faculty, staff, employees, representatives and successors) from liability for any damages, losses, liabilities, judgments, causes of action, costs or expenses (including reasonable attorneys' fees and costs) arising out of any claim by you and/or by a third party relating to any Submissions that you submit on the Site.

By providing your Submissions you:

- confirm that you will not post, send, publish, upload, or transmit any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submissions;
- warrant that any such Submissions are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant ASU and UIA the above-mentioned rights in relation to your Submissions; and
- warrant and represent that your Submissions (i) do not constitute confidential information, and (ii) do not violate the privacy or publicity rights of any third party.

You are solely responsible for your Submissions and you expressly agree to reimburse ASU and UIA for any and all losses that either may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

Any Submissions you provide may be treated in accordance with [ASU's Privacy Statement](#).

### Limitations

It is the policy of ASU and UIA to respect your privacy. ASU will not monitor, edit, or disclose any personal information about you, without your prior consent unless ASU has a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements

of any governmental authority; (ii) protect and defend the rights or property of ASU, UIA, or their collaborative partners who have contributed to the Site Content; (iii) enforce this Agreement; or (iv) protect the interests of users of the Site Content other than you. Your IP address is transmitted and recorded each time you access the Site Content.

### Intellectual Property

ASU, UIA or its or their licensors own all right, title and interest in and to the Site and Site Content, including all associated intellectual property rights. No ownership interest in any part of the Site or Site Content is transferred or assigned to you. All designs, text, code, graphics, and interfaces, and the selection and arrangements thereof, on the Site are the property of ASU, UIA, or ASU's or UIA's content suppliers and licensors, and are protected by U.S. and international copyright laws. All rights not expressly granted herein are reserved.

You are solely responsible for obtaining permission from the copyright owner of any Site Content prior to your use, copy or reproduction and include the required attributions or proprietary notices. Any unauthorized use, reproduction or distribution of the designs, text, code, graphics, interfaces, or other copyright protected works (whether marked as such or not) appearing on the Site or in Site Content is a violation of copyright, trademark and other applicable laws that may result in civil or criminal penalties or fines.

### Trademarks

The Site contains names and logos of ASU, UIA and its and their collaborative partners that have contributed to the Site Content and/or the development of the UIA and/or University Innovation Lab (collectively, "Partner Marks"). All Partner Marks are trademarks owned by the respective partners as provided on the Site and are used with permission. "ASU" and all logos and design marks used in connection therewith (collectively, "ASU Marks") are trademarks owned by ABOR. "University Innovation Alliance" and all logos and design marks used in connection therewith (collectively, "UIA Marks") are trademarks owned by UIA. Partner Marks, ASU Marks, and UIA Marks may not be used in connection with any other goods or services or in any manner that is likely to cause confusion or disparagement to ASU, UIA, ASU/UIA's collaborative partners or their affiliates.

### Disclaimers

You agree that from time to time the Site and the Site Content may be inaccessible or inoperable for any reason, including without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which ASU or UIA may undertake from time to time; or (iii) causes beyond the control of ASU or UIA or which are not reasonably foreseeable by ASU or UIA.

THE SITE, INCLUDING ALL SITE CONTENT, IS PROVIDED ON AN “AS-IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE” BASIS. YOU EXPRESSLY AGREE THAT THE USE OF THE SITE AND ALL SITE CONTENT IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ASU AND UIA DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER ASU NOR UIA WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ASU, UIA, AND ITS AND THEIR AFFILIATES AND LICENSORS ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, SECURITY OR RELIABILITY OF THE SITE OR SITE CONTENT.

#### Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ASU, UIA, OR ITS OR THEIR AFFILIATES, PARTNERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA) ARISING OUT OF OR RELATING TO THE SITE OR SITE CONTENT, EVEN IF ASU OR UIA IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SITE AND TERMINATE THIS AGREEMENT.

#### Indemnification

You agree to indemnify, defend and hold harmless the State of Arizona, the Arizona Board of Regents and Arizona State University and their affiliates, partners, and respective officers, directors, employees, agents and representatives (collectively, the “Indemnified Parties”), for, from, and against any and all third party claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation, and litigation) arising out of or relating to (i) your use of the Site or Site Content, (ii) your violation of the Agreement, (iii) infringement or misappropriation by you of any third party’s intellectual property or proprietary rights, or (iv) any libelous, slanderous, indecent or other statement concerning any person or entity made or republished by you. You agree to not settle or admit liability or fault on behalf of any Indemnified Party without its prior written consent. ASU will use commercially reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

#### Jurisdiction; Compliance with Laws

The Site is controlled and operated by ASU from its offices within the State of Arizona, United States of America. ASU makes no representation that the Site Content is appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent applicable. You agree to comply with all applicable laws, statutes, ordinances, and regulations regarding your use of the Site and Site Content, including without limitation all laws applicable to the United States and the territory or jurisdiction in which you are located.

#### Notice of Copyright Infringement

If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to ASU the following information:

- a. The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b. A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c. A description of the location of the site which you allege has been infringing upon your work;
- d. The physical address, telephone number, and email address;
- e. A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f. And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is the truth and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

Pursuant to Title 17, United States Code, Section 512 (c)(2), notices of copyright or other intellectual property infringement should be sent to Nathan Corwin, who can be reached as follows:

Mailing Address:

Arizona State University  
Enterprise Technology  
Attn: Copyright Agent  
1551 S. Rural Road  
Tempe, AZ 85287



Telephone: (855) 278-5080

Email: [copyright.infringement@asu.edu](mailto:copyright.infringement@asu.edu)

With a copy to:

Arizona State University  
Office of General Counsel  
Attn: General Counsel  
300 E. University Drive, Suite 335  
Tempe, AZ 85287  
[ogcmail@asu.edu](mailto:ogcmail@asu.edu)

### Governing Law and Venue

This Agreement is governed by and shall be construed in accordance with the laws of the State of Arizona without regard to conflict of law provisions. For any claim related to this Agreement, you irrevocably submit to the personal and exclusive jurisdiction in and the exclusive venue of the state and federal courts having jurisdiction in Maricopa County, Arizona. No action arising under or relating to the Agreement may be brought by either party more than one year after the cause of action has accrued.

### Termination

ASU may terminate, suspend, revoke, or reinstate your User Account and/or access to the Site in whole or in part, at any time without notice or liability to you. All provisions of these Terms of Use that are intended to survive termination will survive, including without limitation, Prohibited Use, Submissions, Intellectual Property, Trademarks, Disclaimers, Limitation of Liability, Indemnification, Governing Law and Venue and Termination.

### Miscellaneous

The failure of ASU to exercise any right in any respect shall not be deemed a waiver of any further rights hereunder. If any provision of the Agreement is found to be unenforceable or invalid, then only that provision will be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. The Agreement, and any rights or obligations hereunder, are not assignable, transferable, or sublicensable by you except with ASU's prior written consent. Any attempted assignment or transfer by you shall be null and void *ab initio*. The section headings in these Terms of Service and Use are for convenience only and have no legal or contractual effect.

## How to Contact Us

If you have any questions about these Terms of Service and Use, please email us at [central@theuia.org](mailto:central@theuia.org).