

Yale School of Management

SOM Connect Terms of Use

1. Introduction

Please read these Terms of Use before accessing or using any portion of the Yale School of Management's *SOM Connect* platform (available at: somconnect.yale.edu) and related application(s) (collectively, the "Platform," which consists of all content and pages located within and accessible on or through such platform and application(s)) or any other websites, applications, programs, or online tools or services associated therewith (collectively, the "Services"). The term "Services" includes the Platform and all content and pages located within and accessible via the Platform, as well as any materials, user pages, information, directories, and other electronic services available via the Platform or any of the other Services. These Terms of Use and our Privacy Statement are agreements (collectively, the "Agreements") made between you and Yale University. By registering for, accessing or using any Services, you accept and agree to be legally bound by the Agreements, whether or not you are a registered user or have an account. If you do not understand or do not wish to be bound by the terms of the Agreements, do not register for, access or use any Services.

We may make changes to the Agreements at any time but will communicate any material changes to you by giving notice via the Services or by some other means. By registering for, accessing or using any Services after any changes have been made, you thereby agree to any such modified Agreements and all of the changes, which will be effective immediately unless we notify you of a later effective date. If the changes are not acceptable to you, you should discontinue use of the Services.

As used in these Terms of Use, "we," "us" and "our" refer to Yale University acting by and through the Yale School of Management.

2. Conduct

You agree that you are responsible for your own use of the Services and for your User Content, as well as any content of others that you submit, post, contribute, publish or distribute in connection with any of the Services. "User Content" includes all content, in whatever format, submitted, posted, contributed,

published or distributed on any of the Services by a user, including but not limited to all comments, text, pictures, videos and file uploads, which may include personally identifiable information. You agree that you will use the Services in compliance with the Agreements and all applicable local, state, national and international laws, rules and regulations, including privacy, copyright and trademark laws, any laws regarding the transmission of technical data exported from your country of residence, and all United States export control laws.

THE FOLLOWING KINDS OF CONTENT (“PROHIBITED CONTENT”) ARE STRICTLY PROHIBITED ON THE SERVICES:

1. Content that defames, harasses, discriminates against, harms or threatens others;
2. Content that discusses illegal activities, with the intent to commit them;
3. Content that violates privacy rights;
4. Content that infringes and/or misappropriates intellectual property or other proprietary rights;
5. Content that you do not have the right to access, disclose or transmit;
6. Profane, pornographic, obscene, indecent or unlawful content;
7. Advertising or any form of commercial solicitation;
8. Content related to partisan political activities; and
9. Content that contains intentionally inaccurate information or that is posted with the intent of misleading others.

We reserve, in our sole discretion, the right to remove Prohibited Content of which we become aware but are under no obligation to do so.

In addition, you agree not to: (a) use any of the Services in any manner intended to damage, disable, overburden or impair any part of any of the Services or the computer equipment or network(s) connected to any of the Services or to disrupt or interfere with any user's use and enjoyment of any of the Services; (b) attempt to gain unauthorized access to any of the Services, other accounts, computer equipment or networks connected to any of the Services through hacking, password mining or any other means; (c) obtain or attempt to obtain any materials or information on or via any of the Services not intentionally made available through the Services; (d) copy or use any portion of any of the Services other than as expressly allowed under the Agreements; (e) use any high volume, automated, or electronic means to access any of the Services (including without limitation robots, spiders or scripts); (f) frame any of the Services, place pop-up windows over its pages, or otherwise affect the display of its pages; or (g) force headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through any of the Services.

3. User Log-In and Access

In order to access the Services, you may use the log-in credentials provided to you by the Yale School of Management Alumni Relations Office or register for a user account on the Platform by using your alumni email address (“Login Credential”). Additional information may be required to confirm your identity, and different or additional information may be required depending on your use of the Services. You warrant that all such information provided by you is accurate, current, complete, and complies with your obligations under the Agreements. You also agree to maintain and update such information to keep it accurate, current and complete. You acknowledge that if any such information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of any or all of the Services, in our sole discretion.

You agree that you will never divulge or share access or access information to your Login Credential with any third party for any reason. You also agree that you will not access the Services using any Login Credential other than your own.

You agree to notify us immediately upon becoming aware of or suspecting any unauthorized use of your Login Credential. We are not responsible for any loss or damage arising from unauthorized access with your Login Credential.

4. License Grant to You; Intellectual Property Rights

In consideration for your agreement to these Terms of Use, we grant you a personal, non-exclusive, non-transferable, revocable license to access and use the Services solely in accordance with the Agreements.

We may make Platform Content (as defined below) available to you through the Services. You may obtain and use Platform Content only for your own personal, noncommercial use in connection with the Services. You may only copy and modify Platform Content as necessary for your own personal, noncommercial use. You may not transfer, retransmit, distribute, broadcast, publish, alter, commercially exploit or create derivative works of any Platform Content, in whole or in part. You may not reverse-engineer, decompile, disassemble or otherwise access the source code for any software that may be used to operate any of the Services. Notwithstanding the foregoing, certain information on the Services may be made available to you with the permission of third parties, and use of that third party material may be subject to certain rules and restrictions of the rightsholder. You agree to abide by all such rules and restrictions.

“Platform Content” means all content, information or other material, in whole or in part, available through the Services, including but not limited to discussions, comments, videos, programs, code, and other images, text, layouts, arrangements, displays, illustrations, documents, materials, audio and video recordings, HTML and files. All Platform Content is the exclusive property of Yale University and/or its affiliates or licensors and is protected by copyright, trademark, patent and/or other proprietary intellectual property rights under applicable laws.

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We and/or our affiliates and licensors reserve all rights not expressly granted herein in and to the Services, Platform Content, and Marks.

5. User Submissions; Feedback

The Services may provide you with the ability to upload or otherwise provide certain User Content. With respect to User Content you submit or otherwise make available in connection with your use of the Services, and subject to the Privacy Statement and applicable confidentiality obligations, you grant Yale University a fully transferable, worldwide, perpetual, royalty-free and non-exclusive license to use, reproduce, modify, adapt, make derivative works of, distribute, publicly perform, publicly display and otherwise disseminate and make available such User Content, in any manner or medium now known or later developed, and to authorize others to do any of the foregoing. You expressly acknowledge that your User Content may be visible to others. To the extent that you provide User Content, you represent and warrant and agree that (a) you have all necessary rights to provide and use such User Content and permit Yale University to use such User Content as provided above; (b) as between you and us, you shall be responsible for the payment of any third party fees related to the provision and use of such User Content; and (c) such User Content does not and will not infringe or misappropriate any third party rights.

In connection with your use of the Services, you may have the ability to access or download User Content of other users, and other users may have the ability to access or download your User Content. While we require all users to comply with these Terms of Use and the Privacy Statement in providing User Content, we cannot guarantee such compliance or that any such User Content will be free of Prohibited Content, viruses, worms, back doors, Trojan horses or other harmful contaminants. Yale University disclaims any responsibility or liability relating to your access or download of any and all User Content.

The Services may also provide you with ability to upload or send information to us regarding the Services (“Feedback”). By submitting Feedback, you hereby grant Yale University an irrevocable license to use, reproduce, modify, adapt, make derivative works of, distribute, publicly perform, publicly display and otherwise disseminate and make available such Feedback, in any manner or medium now known or later developed, and to authorize others to do the foregoing.

You acknowledge that we may screen User Content, and that we shall have the right (but not the obligation), in our sole discretion, to remove any User Content without any liability. Without limiting the foregoing, we have the right to remove any User Content that violates the Agreements or is otherwise objectionable in our sole and absolute discretion. You agree and acknowledge that we may preserve User Content and may disclose User Content if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce these Terms of Use, respond to claims that any User Content violates the rights of third parties, or protect our rights, property or personal safety or that of our users and the public.

6. Termination of Services

You agree that Yale University, in its sole discretion, may terminate your use of any or all of the Services, for any reason or no reason, and that Yale University shall not have any liability to you for any such action. Without limiting any of Yale University’s other rights or remedies, it is the university’s policy to terminate in appropriate circumstances users of the Services who violate the provisions set forth in Section 2. Conduct. We will not be required to provide you access to any Services or engage in any activity (including but not limited to providing you with any Platform content or materials) if we believe in our sole discretion that such access or activity may violate any applicable law or regulation. All of the rights and licenses granted to you hereunder will automatically terminate upon any termination or expiration of your right to use the Services, but all other provisions of the Agreements will survive any such termination or expiration. No termination

or expiration of any of the Agreements shall affect any liabilities that may have accrued prior to such date.

7. Links

The Services may include hyperlinks to websites or applications maintained or controlled by others. Yale University is not responsible for and does not routinely screen, approve, review or endorse the contents or use of any of the products or services that may be offered at these websites or applications. If you decide to access linked third-party websites or applications, including without limitation the websites or applications of our payment processors, you do so at your own risk.

8. Eligibility

Use of the Services is generally restricted to those individuals 18 years of age or older who are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties herein. By accessing or using the Services, you hereby represent and warrant that you are 18 years of age or older and have the authority and legal capacity to enter into the Agreements. No one under the age of 18 years may download or access any Service.

9. Choice of Law; Dispute Resolution

You agree that the Agreements and any claim or dispute arising out of or relating to the Agreements, the Services, or any information or content obtained from or through any of the Services will be governed by the laws of the State of Connecticut, excluding its conflicts of law principles. You agree that all such claims and disputes will be heard and resolved exclusively in the federal or state courts located in New Haven County, Connecticut. You consent to the personal jurisdiction of those courts over you for this purpose, and you waive and agree not to assert any objection to such proceedings in those courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum).

10. Disclaimers of Warranty; Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES AND ANY RELATED INFORMATION AND/OR CONTENT ARE PROVIDED BY US UNDER THE AGREEMENTS "AS IS" WITHOUT WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE), INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. YALE UNIVERSITY DOES NOT WARRANT THAT ANY SERVICE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT ANY SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, YALE UNIVERSITY DOES NOT WARRANT THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE SERVICES WILL NOT EXPERIENCE OUTAGES OR OTHERWISE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE SERVICES, CONTENT OR INFORMATION OBTAINED THROUGH OR FROM THE SERVICES WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, SECURE OR RELIABLE, OR (D) ANY DEFECTS IN OR ON THE SERVICES WILL BE CORRECTED. YALE UNIVERSITY MAKES NO REPRESENTATION REGARDING YOUR ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR THROUGH THE SERVICES, AND YOU AGREE AND ACKNOWLEDGE THAT YOUR ABILITY TO ACCESS THE SERVICES MAY BE IMPAIRED.

EXCEPT INsofar AS THE FOLLOWING LIMITATION MAY BE PROHIBITED BY APPLICABLE LAW, YALE UNIVERSITY SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR EARNING POWER, LOSS OF DATA, LOSSES DUE TO ERRORS OR INTERRUPTION IN AVAILABILITY OF ANY SERVICES, UNAVAILABILITY OF ANY SERVICE, SERVER OR COMMUNICATIONS FACILITY, OR DAMAGES DUE TO ACTS OR OMISSIONS OF OTHERS USING ANY SERVICE), ARISING OUT OF OR RELATING TO THE AGREEMENTS OR THE SERVICES, INCLUDING WITHOUT LIMITATION YOUR AND/OR OTHERS' USE OF OR INABILITY TO USE ANY SERVICE, OR YOUR SUBMISSION OR USE OF USER CONTENT, OR OTHERS' USE OF YOUR USER CONTENT, OR YOUR INTERACTION WITH OTHER USERS OF THE SERVICES (WHETHER ONLINE OR IN PERSON), OR YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH ANY SERVICE, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW. YALE UNIVERSITY'S TOTAL CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THE AGREEMENTS AND/OR THE SERVICES (INCLUDING, WITHOUT LIMITATION, IN THE WAYS DESCRIBED IN THE

PRECEDING SENTENCE), WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW, WILL NOT EXCEED THE GREATER OF: (1) THE TOTAL AMOUNT OF FEES RECEIVED BY YALE UNIVERSITY FROM YOU FOR OR IN CONNECTION WITH THE SERVICES IN ANY TWELVE MONTH PERIOD OR (2) U.S. \$100. THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT YALE UNIVERSITY HAS BEEN NEGLIGENT, RECKLESS OR OTHERWISE AT FAULT.

YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND YALE UNIVERSITY, AND THAT THESE LIMITATIONS ARE ESSENTIAL TO YALE UNIVERSITY'S WILLINGNESS TO MAKE THE SERVICES AVAILABLE TO YOU. EACH OF THESE DISCLAIMERS AND LIMITATIONS IS INTENDED TO BE SEPARATELY ENFORCEABLE, REGARDLESS OF WHETHER ANY OTHER REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

FOR PURPOSES OF THE FOREGOING DISCLAIMERS AND LIMITATIONS, AS WELL AS THE INDEMNITY IN SECTION 11 BELOW, "YALE UNIVERSITY" INCLUDES ITS VARIOUS DEPARTMENTS AND SCHOOLS (INCLUDING BUT NOT LIMITED TO THE YALE SCHOOL OF MANAGEMENT), AND ITS TRUSTEES, OFFICERS, FACULTY MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THE LAWS OR REGULATIONS OF THESE JURISDICTIONS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

11. Indemnity

You agree to indemnify and hold harmless Yale University (as defined for this purpose in Section 10 above) from any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, relating to or arising out of (a) your use or attempted use of any of the Services in violation of any of the Agreements; (b) your violation of any law or rights of any third party, including without limitation any claim of infringement or misappropriation of intellectual property, privacy, right of publicity and/or other proprietary rights;

and/or (c) any information or content that you post or otherwise make available through any of the Services.

12. Copyright Notices

We intend that all information and content in or on the Services respect the copyright and other proprietary rights of third parties. With respect to any copyrighted material owned by third parties, we have obtained permission to use such content from the copyright owner or have proceeded with use as otherwise permitted under U.S. copyright law. If you believe that any material posted on the Services infringes your copyright, we urge you to submit notice to the Yale School of Management Alumni Relations Office at: yalesomalumni@yale.edu with the following information: (a) a description of the copyrighted work that you claim has been infringed; (b) the URL of the location containing the material that you claim is infringing; and (c) your address, telephone number, and email address. We will promptly remove any material that is determined to be infringing upon the rights of others.

13. Integration

These Terms of Use and the other Agreements together constitute the entire agreement between you and Yale University with respect to your use of the Services, superseding any prior agreements and understandings between you and Yale University regarding your use of any of the Services.

14. Assignment

We may freely transfer or assign any portion of our rights or delegate its obligations under the Agreements. You may not transfer or assign, by operation of law or otherwise, any portion of your rights or delegate your obligations under the Agreements without our prior written consent, and any attempted such transfer or assignment shall be void and of no effect.

15. Waiver

The failure of Yale University to exercise or enforce any right or provision of the Agreements shall not constitute a waiver of such right or provision. If any provision of the Agreements is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, to the extent that may

lawfully be done, and the other provisions of these Terms of Use shall remain in full force and effect.
