

## **Terms of Service**

**Effective September 26, 2013**

Please address questions related to our Terms of Service to [team@publicstuff.com](mailto:team@publicstuff.com)

### **1. Introduction**

The website available at [www.publicstuff.com](http://www.publicstuff.com) (the "Site") is owned and operated by PublicStuff, Inc., a Delaware Corporation, and is accessed by you under the following terms and conditions (the "Terms of Service"):

By using and/or visiting the Site, you agree to (1) these Terms of Service, and the (2) PublicStuff Privacy Policy.

If you do not agree to either of these, please do not use the Site. PublicStuff' acceptance is expressly conditioned on your assent to all the Terms of Service; if these Terms of Service are considered an offer by PublicStuff, acceptance is expressly limited to these terms.

### **2. Overview**

PublicStuff provides a workflow and request management suite which gives users the ability to report public issues in their communities track the status of those issues and interact with neighbors and public officials about what is important to them (the "Service"). The Service may be accessed through a computer or mobile application. By using the Service, you understand and agree that the Service may include advertisements and that these advertisements are necessary for PublicStuff to provide the Service. You also understand and agree that the Service may include certain communications from PublicStuff, such as service notifications, administrative messages and PublicStuff communications. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

We may revise these Terms of Service at any time by posting an update to this page. You should visit this page periodically, because your continued use of the Site will mean you accept those changes, whether you've read them or not.

### **3. Registration and Account Security**

In order to access most of the features of the Site, you will have to create a PublicStuff account.

You agree to do the following in the creation and maintenance of your account:

- Before you register and create an account, you will be provided with access to these Terms of Service and our Privacy Policy, You will need to click through and review and agree to these Terms of Service and our Privacy Policy before your PublicStuff account becomes valid for use.
- You will not provide any false personal information, or create an account for anyone other than yourself without permission.
- You will not create more than one personal profile.
- If we disable your account, you will not create another one without our permission.
- You will not use your personal profile for your own commercial gain (such as selling your status update to an advertiser).
- You will keep your contact information accurate and up-to-date.
- You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
- You will immediately notify PublicStuff of any unauthorized use of your account and information or any other potential breach of security.
- If you select a username for your account we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

PublicStuff reserves the right to refuse registration of, or cancel a user account, in its discretion.

#### **4. Your Data and our Privacy Policy**

The data that you provide to us and certain other information about you is subject to our Privacy Policy. We will not share or sell your email with another company without your permission. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the possible transfer of this information for storage, processing and use by PublicStuff.

When you transfer data to us for use by government or other local authorities responsible for certain repairs, the email address you enter when you register at the Site can and may be transmitted to the local government(s) or authorities responsible for handling those issues at that issue's location. Your email address may be used as contact information for those issues. In this regard, you should consider the email address you use to be one which you are using to communicate directly with the local government or authority about the issue.

#### **5. User Conduct**

Restrictions on Use

You agree that you will not:

- use the Site to threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with anyone else's use of the Site;

- use the Site to: transmit or post spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging, whether commercial in nature or not;
- use the Site for promotional or commercial purposes;
- use the Site for keyword spamming or to otherwise attempt to manipulate search results;
- use the Site to promote bigotry or discrimination against protected classes;
- use the Site to violate any third-party right, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- use the Site to transmit or post prohibited content. Prohibited content includes content that: (i) contains pornography, nudity, or sexually suggestive text or images; (ii) promotes racism, bigotry or hatred; (iii) harasses or promotes the harassment of another person; (iv) depicts or promotes violence; (v) solicits personal information from anyone under 18 years of age; (vi) violates the privacy or security of another person; (vii) violates the copyrights, trademark rights or other intellectual property rights of another person; (viii) constitutes or promotes illegal activity, including defamation, libel or obscenity; (ix) constitutes junk mail, chain letters, spam, advertisements, or unsolicited commercial mailings; (x) includes images of another person that you have uploaded without that person's consent.
- use the Site in violation of any applicable law;
- modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or the content of others;
- reverse engineer any portion of the Site, except as may be permitted under the law;
- remove or modify any copyright, trademark or other proprietary rights notice on the Site or on any materials printed or copied off of the Site;
- record, process, or mine information about other users;
- use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Site or any Site content;
- reformat or frame any portion of the Site;
- take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our technology infrastructure;
- attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means; use the Site or any Site content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses"); use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site; make excessive traffic demands; use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site content; remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site content, or features that enforce limitations on the use of the Site.

You acknowledge that we shall have the right (but not the obligation) in our sole discretion to pre-screen, refuse, or move any content that is submitted to the Site. You agree that you must

evaluate, and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

You acknowledge that we shall have the right to terminate your access to the Site for violations of any of these rules, including repeat infringement of copyrights.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Site in a manner that sends more request messages to PublicStuff's servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser.

You agree not to collect or harvest any personally identifiable information, including account usernames, and profile information, from the Site, nor to use the community portions of the Site for any commercial solicitation purposes.

You agree and acknowledge that all privacy settings that you select does not ensure the security of any such information that you enter at the Site and that the use of such privacy settings is done so at your own risk.

Your use of the Site and any content must comply with all applicable laws, regulations, and ordinances, including any laws regarding the export of data or software.

## **6. Use of Content on the Site**

PublicStuff does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant PublicStuff the following worldwide, royalty-free and non-exclusive license(s), as applicable:

- With respect to photos, graphics, or audio you submit or make available for inclusion on publicly accessible areas of the Service, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available.
- With respect to Content other than photos, graphics, or audio you submit or make available for inclusion on publicly accessible areas of the Service, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

## **7. PublicStuff's Intellectual Property**

The Site and all Site materials including, but not limited to, the PublicStuff logos, trademarks, designs, text, graphics, images, audio and video clips, software, interactive features and other works of authorship and other material, and the selection and arrangement thereof (the "content") are copyrighted by PublicStuff and are protected by United States and international intellectual

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## **8. Account Termination Policy**

PublicStuff may terminate your account and your access to the Site if PublicStuff determines in its sole discretion that you have breached these Terms of Service. Upon termination of your account, your right to use the PublicStuff Service and access the Site and any content will immediately cease. All provisions of these Terms of Service, which by their nature should survive termination, shall survive termination, including without limitation ownership provisions, warranty disclaimers, indemnifications and limitations of liability.

## **9. Changes In Terms of Service**

We may modify or terminate the Service from time to time, for any reason, and without notice and without liability to you. We may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. We reserve the right to modify, delete from or terminate these Terms of Service from time to time and with or without notice. Your continued use of the Site after any posted modification to these Terms of Service indicates your acceptance of the modification.

## **10. Advertisers**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that PublicStuff shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

## **11. Warranty Disclaimer**

THE SERVICES, CONTENT, SITE AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

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## **12. Limitation of Liability**

IN NO EVENT SHALL PUBLICSTUFF, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY (I) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE; (II) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (III) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (IV) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, (V) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, OR (VI) DIRECT DAMAGES IN EXCESS OF \$100; WHETHER OR NOT PUBLIC STUFF IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

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If PublicStuff is held liable for any damages related to the Programs, the Participant's sole and exclusive remedy will be limited to providing appropriate credit in PublicStuff Points to a Registered Participant's Account. If any part of these Terms of Service is found to be unenforceable, the remaining portions of this Agreement will remain in full force and effect.

The Site is controlled and offered by PublicStuff from its facilities in the United States. PublicStuff makes no representations that the PublicStuff Site is appropriate or available for use in other locations. Those who access or use the PublicStuff Site from other jurisdictions do so at their own volition and are responsible for compliance with local law.

### **13. Indemnity**

You agree to defend, indemnify and hold harmless PublicStuff, its officers, directors, employees, agents, affiliates, parents and subsidiaries from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site; (ii) your violation of any term of these Terms of Service; or (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive these Terms of Service.

### **14. Ability to Accept Terms of Service**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the PublicStuff Site is not intended for children under 13. If you are under 13 years of age, please do not use the PublicStuff Site.

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by PublicStuff without restriction.

### **15. Procedure for Infringement Claims**

PublicStuff respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide us with the following information:

- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;



- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

## **16. General**

The PublicStuff Terms of Service shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. Any claim or dispute between you and PublicStuff that arises in whole or in part from the PublicStuff Site shall be decided exclusively by a court of competent jurisdiction located in Delaware. These Terms of Service, together with the Privacy Notice available at <https://www.publicstuff.com/privacy> and any other legal notices published by PublicStuff on the Site, shall constitute the entire agreement between you and PublicStuff concerning the PublicStuff Site. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect.

No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and PublicStuff' failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. PublicStuff reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the PublicStuff Site following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. No agency, partnership, joint venture, or employment is created as a result of these Terms of Service and you do not have any authority of any kind to bind PublicStuff in any respect whatsoever.

You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or PublicStuff exclusively in a state or federal court located in New York, New York. The laws of the State of New York will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in New York County, New York for the purpose of litigating all such claims.

If you have questions regarding use, or if you have comments or suggestions regarding the PublicStuff Terms of Service, please email us at: [team@publicstuff.com](mailto:team@publicstuff.com)