
campusM / campusM Library EULA (International)

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2. **App License.** Subject to the terms and conditions of this Agreement, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license ("**License**") to: (i) download, install and use the App on a mobile telephone, tablet or device (each a "**Device**") that you own or control; and (ii) access and use the App on that Device in accordance with this Agreement and any applicable Usage Rules (defined below).
3. **License Restrictions.** You agree not to, and shall not permit any third party to: (i) sublicense, redistribute, sell, lease, lend or rent the App; (ii) make the App available over a network where it could be used by multiple devices owned or operated by different people at the same time; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the App; (iv) copy (except for back-up purposes), modify, improve, or create derivative works of the App or any part thereof; (v) circumvent, disable or otherwise interfere with security-related features of the App or features that prevent or restrict use or copying of any content or that enforce limitations on use of the App; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the App; (vii) use any communications systems provided by the App to send unauthorized and/or unsolicited commercial communications; (viii) use ours or our licensors' name, logo or trademarks without our prior written consent; and/or (ix) use the App to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.
4. **Account.** In order to use some of the App features you may have to create or use an account (an "**Account**"). If you create an Account, you must provide accurate and complete information for yourself. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify us immediately of any unauthorized use of your Account. In addition, the App may require you to login with your email account (the "**Licensors Account**"), and all obligations applicable to the Account shall also apply to use of your Licensors Account with this App.
5. **App Usage Rules.** If you are downloading the App from a third party mobile device platform or service provider ("**Distributor**"), please be aware that the Distributor may have established usage rules which also govern your use of

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6. **Location Data.** Certain features or functionality ("**Features**") of the App, such as class attendance and location-based messaging and personalization services, may collect or be dependent on data related to your geographic location ("**Location Data**"). If you wish to use these Features, you agree to provide or to make your Location Data accessible to us and to our licensors, and to receive messages and notification via the App based on your location data. To the extent that we do collect Location Data, we shall use it in accordance with the Privacy Policy (defined below), and if our licensors collect Location Data, they shall use it in accordance with their privacy policy. If you do not provide or make such Location Data accessible then the Features may be limited or not operate.
7. **Intellectual Property Rights.**

7.1 *Ownership.* The App is licensed and not sold to you under this Agreement and you acknowledge that the Licensor and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to the App (and its related software). We reserve all rights not expressly granted herein to the App. "**Intellectual Property Rights**" means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

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8.1 The License granted hereunder is currently for free, however, we may in the future charge a fee for certain features and/or uses. You will not be charged for any such uses of the App unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the App.

8.2 Please be aware that your use of the App may require and utilize internet connection or data access. To the extent that third party service provider or carrier charges for your internet or data usage are applicable, you agree to be solely responsible for those charges.

9. **Information Description.** We attempt to be as accurate as possible. However, neither we nor our licensors can or do warrant that the content available on the App is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the content.

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11. **Messages. You hereby explicitly agree that the Licensor may send you messages through the App, including of a commercial nature.** In addition, the App may permit you to send messages to a Third Party Source or to other App users ("**Messages**"). You are solely responsible for your Messages and the consequences of sending them, and you agree to hold us harmless, and expressly release us, from any and all liability arising from your Messages. You grant us and/or our licensors, a worldwide license to use, store, and reproduce your Messages for the limited purpose of facilitating sending them to your designated recipients (and we may also use the tools, software or services of third party service providers to facilitate the sending of Messages to your designated recipients). You represent and warrant that you own or have the necessary rights and permissions to use all of the Intellectual Property Rights in and to your Messages, and to grant the foregoing license to us. You retain all of your ownership rights in your Messages. You acknowledge and agree that the provisions of Section 12 (*User Submissions*) below shall also apply to Messages that you send via the App.
12. **User Submissions.**
 - 12.1. The App may permit the hosting, sharing, posting, and publishing of content by you and other users ("**User Submissions**"). Unless otherwise notified for particular features, your User Submissions may be posted to the App, or otherwise be made publicly available. You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting or publishing them. We and/or our licensors have complete discretion whether to publish your User Submissions and we and/or our licensors reserve the right without further notice to you, to monitor, censor, edit, remove, delete, and/or remove any and all User Submissions at any time and for any reason.
 - 12.2. *Ownership.* You represent and warrant that you own or have the necessary rights and permissions to use and authorize us and/or our licensors to use all Intellectual Property Rights in and to your User Submissions, and to enable inclusion and use thereof as contemplated by this Agreement. You retain all of your ownership rights in your User Submissions.
 - 12.3. *License to User Submissions.* Subject to this Agreement and the terms of our Privacy Policy, by submitting the User Submissions, you hereby grant us and/or our licensors a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions only in connection with the App, including without limitation for redistributing part or all of your User Submissions (and derivative works thereof), and you hereby waive any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each App user and Third Party Source a non-exclusive right to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions in accordance with this Agreement.
 - 12.4. *Exposure.* You understand and acknowledge that when accessing and using the App: (i) you will be exposed to User Submissions from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions; and (ii) you may be exposed to User Submissions that are inaccurate, offensive, indecent or otherwise objectionable.
 - 12.5. *Disclosure.* We and/or our licensors reserve the right to access, read, preserve, and disclose any User Submission or any other information that we and/or our licensors obtain in connection with the App as we and/or our licensors reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or

governmental request, (ii) enforce this Agreement, including investigation of potential violations of it, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your user support requests, or (v) protect the rights, property or safety of the Licensor, our licensors, our users or the public.

12.6. *Prohibited Content.* You agree that you will not send, display, post, submit, publish or transmit a User Submission or Message that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent; (vii) involves theft or terrorism; (viii) constitutes an unauthorized commercial communication; (ix) contains the contact information or any personally identifiable information of any third party unless you have first obtained the express consent of said third party to include their contact information or personally identifiable information; and/or (x) breaches this Agreement.

13. **Warranty Disclaimers.**

13.1. THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

13.2. WE DO NOT WARRANT THAT THE APP WILL OPERATE ERROR-FREE, THAT ALL CONTENT ON THE APP WILL BE ACCURATE, THAT THE APP IS FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE APP. YOU AGREE THAT NEITHER WE NOR OUR LICENSORS WILL BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

13.3. IF YOU HAVE A DISPUTE WITH ANY OTHER APP USER, YOU AGREE THAT NEITHER WE NOR OUR LICENSORS ARE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

13.4. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

14. **Limitation of Liability.**

14.1. UNDER NO CIRCUMSTANCES SHALL THE LICENSOR AND/OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE APP EVEN IF LICENSOR AND/OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2. IN ANY EVENT, THE LICENSOR'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF, OR INABILITY TO USE THE APP, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO THE LICENSOR FOR USING THE APP WITHIN THE THREE (3) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.

15. **Indemnity.** You agree to defend, indemnify and hold harmless us and our licensors, and our respective officers,

directors, employees, agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the App; (ii) your violation of this Agreement; and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.

16. **Export Laws.** You agree to comply fully with all applicable export laws and regulations to ensure that neither the App nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.
17. **Updates and Upgrades.** We may from time to time provide updates or upgrades to the App (each a "**Revision**"), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies or those of our licensors, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the App. All references herein to the App shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original App, unless the Revision is accompanied by a separate license agreement which will govern the Revision.
18. **Third Party Open Source Software.** Portions of the App may include third party open source software that are subject to third party terms and conditions ("**Third Party Terms**"). A list of any third party open source software and related Third Party Terms is available at https://knowledge.exlibrisgroup.com/...duct_Materials. If there is a conflict between any Third Party Terms and the terms of this Agreement, then the Third Party Terms shall prevail but solely in connection with the related third party open source software. Notwithstanding anything in this Agreement to the contrary, neither the Licensor nor its licensors makes any warranty or indemnity hereunder with respect to any third party open source software.
19. **Third Party Sources and Content.**
 - 19.1. The App enables you to view, access, link to, and use content from Third Party Sources (defined below) that are not owned or controlled by us ("**Third Party Content**"). The App may also enable you to communicate and interact with Third Party Sources. "**Third Party Source(s)**" means: (i) third party websites and services; and (ii) our partners and customers.
 - 19.2. We are not affiliated with and have no control over any Third Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third Party Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity.
 - 19.3. We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or Intellectual Property Rights (defined below) of, or relating to, any Third Party Content.
 - 19.4. We do not endorse any advertising, promotions, campaigns, products, services or other materials that is included in any Third Party Content or that is communicated to you from a Third Party Source.
 - 19.5. By using the App you may be exposed to Third Party Content that is inaccurate, offensive, indecent, or otherwise objectionable. Your interaction with a Third Party Source and your use of, and reliance upon, any Third Party Content is at your sole discretion and risk.
 - 19.6. You are solely responsible and liable for your interaction with a Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against the Licensor and/or its licensors, and release the Licensor and/or its licensors from any and all liability, arising from your use of and interaction on any Third Party Content and from your interaction with any Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly.
20. **Term and Termination.**

20.1. This Agreement is effective until terminated by us or you. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the App; and/or (ii) terminate this Agreement and your use of the App with or without cause, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the App in any way, your only recourse is to immediately discontinue use of the App.

20.2. Upon termination of this Agreement, you shall cease all use of the App. This Section 20 and Sections 7 (Intellectual Property Rights), 10 (Privacy), 13 (Warranty Disclaimers), 14 (Limitation of Liability), 15 (Indemnity), 18 (Third Party Open Source Software) and 21 (Assignment) to 24 (General) shall survive termination of this Agreement.

21. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by the Licensor without restriction or notification.
22. **Modification.** We reserve the right to modify this Agreement at any time by sending you an in-App notification and/or publishing the revised Agreement on the App or our website. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the App thereafter means that you accept those changes.
23. **Governing Law and Disputes.** This Agreement shall be governed by and construed in accordance with the law of the jurisdiction in which Licensor's main campus is located, without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in such jurisdiction, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.
24. **General.** This Agreement, and any other legal notices published by us in connection with the App, shall constitute the entire agreement between you and the Licensor concerning your right to use the App. In the event of a conflict between this Agreement and any such legal notices, the terms of the applicable notice shall prevail with respect to the subject matter of such notice. No amendment to this Agreement will be binding unless in writing and signed by the Licensor. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE APP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
25. **APPLE - Distributor Requirements and Usage Rules.**

25.1 *Apple.* If you download the App from the Apple, Inc. ("**Apple**") App Store (or in any event if you download an Apple iOS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:

- i. You acknowledge and agree that:
 - a. This Agreement is concluded between the Licensor named below and you only, and not with Apple, and the Licensor and its licensors, and not Apple, are solely responsible for the App and the content thereof.
 - b. Your use of the App is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into this Agreement.
 - c. The License granted herein is limited to a non-transferable right to use the App on an Apple iPhone, iPod Touch, iPad, or other Apple-branded product that you own or control and that runs the iOS.
 - d. The Licensor is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
 - e. The Licensor is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable

warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the Licensor's sole responsibility.

- f. The Licensor, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- g. In the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- h. Apple, and its subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.
- ii. You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- iii. If you have any questions, complaints, or claims regarding the App, please contact the Licensor IT/MIS Department.
- iv. By entering into this Agreement you, to the extent legally permitted, hereby waive any applicable law requiring that this Agreement be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound by the standard Apple Licensed Application End User License Agreement which is part of the Apple App Store Terms of Service, at www.apple.com/legal/itunes/us/terms.html#SERVICE (as amended from time to time).

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