



# U-RIDE APP SERVICE AGREEMENT/TERMS OF USE/END USER LICENSE

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Last Updated: July 22, 2021

## ACCEPTANCE OF TERMS

The services that Florida Atlantic University provides to User is subject to the following Terms of Use ("TOU"). Application Provider reserves the right to update the TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our web pages and mobile applications.

1. This Agreement, which incorporates by reference other provisions applicable to use of Application Provider and various affiliated websites and mobile applications powered by Florida Atlantic University services including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in web and mobile application services, sets forth the terms and conditions that apply to use of Application Provider by User. By using the U-Ride (other than to read this Agreement for the first time), User agrees to comply with all the terms and conditions hereof. The right to use U-Ride is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.
2. Application Provider shall have the right at any time to change or discontinue any aspect or feature of the U-Ride, including, but not limited to, content, hours of availability, and equipment needed for access or use.

## CHANGED TERMS

Application Provider shall have the right at any time to change or modify the terms and conditions applicable to User's use of U-Ride, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on U-Ride, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of U-Ride by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

## DESCRIPTION OF SERVICES

Through its website and affiliated web properties and mobile application, the U-Ride provides User with access to information about travel options, including public transit, ride-hailing, and micromobility, locations, events, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

## EQUIPMENT

User shall be responsible for obtaining and maintaining all phone, computer hardware, software and other equipment needed for access to and use of the U-Ride and all charges related thereto.

## CONSENT TO USE OF DATA

You agree that Application Provider may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Licensed Application. Application Provider may use this information, as long as it is in a form that does not personally identify User, to improve its products or to provide services or technologies to User.

## USER CONDUCT

1. User shall use Application for lawful purposes only. User shall not post or transmit through Application any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Application Provider's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in

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## USE OF SERVICES

The Services may contain directory information, email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

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- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
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- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that User know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
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- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including email addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.

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- Provide information reasonably sufficient to permit us to contact you (email address is preferred).
- Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing webpage or other content (email address is preferred).
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- Sign the paper.
- Send the written communication to the following address:  
Designated Agent for Claimed Infringement:  
Contact: John Renne  
Address: 777 Glades Road, SO 44, Room 284, Boca Raton, FL 33431-0991  
Email: jrenne@fau.edu  
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