

## **DO SPACE MEMBERSHIP TERMS OF USE AGREEMENT**

### **Acceptance of the Terms of Use**

These terms of use are entered into by and between You and Community Information Trust, d/b/a Do Space (the "Company"). The following terms and conditions govern your membership to and use of the Company's building, equipment, programs, events, website, resources, and services (collectively the "Terms of Use").

Please read these Terms of Use carefully before agreeing to become a member of the Company. By clicking to accept or agreeing to these Terms of Use, you accept and agree to become a member of the Company and, accordingly, are bound and agree to abide by these Terms of Use and our Policies, found at <https://www.dospace.org/policies/>, and incorporated herein by this reference.

A membership is offered and available to individuals who are at least 18 years of age. By agreeing to these Terms of Use, you represent and warrant that you are at least 18 years of age. Individuals under the age of 18 are also eligible for membership if the minor's parent or guardian completes the membership form on behalf of the minor.

### **Changes to the Terms of Use**

The Company may revise and update these Terms of Use from time to time in its sole discretion. All changes are effective immediately and apply to all access to and use of the Company's building, equipment, website, programs, resources, and services. Following any changes to these Terms of Use, your continued membership in the Company means that you accept and agree to the changes. You may ask an employee of the Company for a copy of the most current Terms of Use so you are aware of any changes, as they are binding upon you.

### **Using the Company's Resources and Account Security**

The Company reserves the right to withdraw or amend its equipment, website, resources, and any service or material the Company provides to members, in its sole discretion, without notice. The Company will not be liable if for any reason all or any part of the Company's equipment, programs, website, resources, or any other service is unavailable at any time or for any period.

To access certain resources as a member of the Company, you may be asked to provide certain registration details or other information. It is a condition of these Terms of Use that all of the information you provide is correct, current, and complete. You agree that all information you provide to register equipment, website, resources, and any service is governed by these Terms of Use and by our Policies, found at <https://www.dospace.org/policies/>, and you consent to all

actions the company may take with respect to your information, consistent with these Terms of Use and our Policies.

If you choose, or are provided with, a user name, password, membership identification number, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not share or disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Company's equipment, website, resources, and any service or portions of it using your user name, password, membership identification number, or other security information. You agree to notify us immediately of any unauthorized access to, or use of your user name, password, or membership identification number, or any other breach of security. You also agree to ensure that you exit from your account at the end of each session or program. You should use particular caution when accessing your account from our shared computers so that others are not able to view or record your password, membership identification number, or other personal information.

The Company has the right to disable any user name, password, membership identification number, or other identifier, whether chosen by you or provided by the Company, at any time in its sole discretion for any or no reason, including, if, in its opinion, you have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

The Company's website, programs, patents and patent applications, copyrights, copyright registrations, applications for copyright registrations, copyrightable works, trade secrets, know-how, ideas, inventions, designs, developments, devices, methods and processes, computer software, and all other intellectual property rights are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws (collectively the "Intellectual Property Rights").

These Terms of Use permit you to use the Company's Intellectual Property Rights for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Company's Intellectual Property Rights.

The following are acceptable uses of the Company's Intellectual Property Rights under these Terms of Use:

- Your personal computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;

- You may store files that are automatically cached by your web browser for display enhancement purposes; and
- You may print or download a reasonable number of pages of the Company's Intellectual Property Rights for your own personal, non-commercial use, and not for further reproduction, publication, or distribution.

If you print, copy, modify, download or otherwise use or provide any other person with access to any of the Company's Intellectual Property Rights in breach of these Terms of Use, your right to membership in the Company will cease immediately and you must, at our option, return or destroy any of the Company's equipment, Membership Contributions, software or materials you have in your possession. No right, title or interest in or to the Company's Intellectual Property Rights is transferred to you, and all rights not expressly granted herein are reserved by the Company. Any use of the Company's Intellectual Property Rights not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Prohibited Actions**

You may use the Company, its building, equipment, website, resources, and services only for lawful purposes and in accordance with these Terms of Use and the Company's Policies. In addition, you agree not to use the Company's building, equipment, website, resources, and services for any of the following reasons:

- In any way that violates any applicable federal, state, local or international law, or regulation;
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use, the Company's Policies, or the Company's Technology Borrow Agreement, if applicable;
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
- To impersonate or attempt to impersonate the Company, a Company officer, director, or employee, another member or any other individual or entity; or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Company, or which, as determined by us, may harm the Company or members of the Company or expose them to liability.

## **Member Contributions**

The Company's resources, equipment, programs, and services, may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow members to post, submit, publish, display or transmit to other members or other persons (hereinafter, "post") content or materials (collectively the "Member Contributions") on or through the Company's resources.

Any Member Contribution you post to a Company's resource will be considered non-confidential and non-proprietary. By providing any Member Contribution on any of the Company's resources, program or services, you grant the Company the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material.

You represent and warrant that:

- You own or control all rights in and to your Member Contributions and have the right to grant the license granted above to the Company and Company's building, equipment, website, resources, and services; and
- All of your Member Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any Member Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

The Company is not responsible, or liable to any third party, for the content or accuracy of any Member Contributions posted by you or any other member or individual.

### **Monitoring and Enforcement; Termination of Membership**

The Company has the right to:

- Remove or refuse to post any Member Contributions for any or no reason in its sole discretion;
- Take any action with respect to any Member Contribution that it deems necessary or appropriate in its sole discretion, including if the Company believes that such Member Contribution violates the Terms of Use, including the Policies, infringes any Intellectual Property Right or other right of any person or entity, threatens the personal safety of members of the Company or the public or could create liability for the Company;

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Company's building, equipment, website, resources, and services; or
- Terminate or suspend your membership to the Company without notice, for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, the Company has the right to fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or other information of anyone violating these Terms of Use. YOU WAIVE AND HOLD HARMLESS THE COMPANY, ITS OFFICERS, DIRECTORS OR EMPLOYEES, ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY, ITS OFFICERS, DIRECTORS OR EMPLOYEES, ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY, ITS OFFICERS, DIRECTORS OR EMPLOYEES, ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS OR LAW ENFORCEMENT AUTHORITIES.

We cannot and do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Content Standards**

These content standards apply to any and all Member Contributions and use of Interactive Services. Member Contributions must in their entirety comply with all applicable federal, state, local and international laws, and regulations. Without limiting the foregoing, Member Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;

- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
- Violate the legal rights of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Policies, found at <https://www.dospace.org/policies/>;
- Be likely to deceive any person;
- Promote any illegal activity, or advocate, promote or assist any unlawful act;
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; or give the impression that they emanate from or are endorsed by the Company or any other person or entity, if this is not the case.

### **Reliance on Information Posted**

The information presented on or through the Company's resources, equipment, programs, and services is made available solely for general information purposes. The Company does not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such materials by you or any third party, or by anyone who may be informed of any of its contents.

The Company's resources, equipment, programs, and services may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. The Company is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Disclaimer of Warranties**

You understand that the Company cannot and does not guarantee or warrant that files available for downloading from the internet or through the Company's equipment, programs, resources or services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR PERSONAL COMPUTER, COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE COMPANY'S RESOURCES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE COMPANY OR TO YOUR DOWNLOADING OF ANY MATERIAL THROUGH YOUR MEMBERSHIP IN THE COMPANY.

Your use of the Company's resources and any services or items obtained through your membership in the Company is at your own risk. The Company does not make any warranties of any kind, either express or implied. Neither the Company, nor any person associated with the Company, makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of any of the Company's resources or services. Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that the Company's resources or any services or items obtained through your membership in the Company will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the server that makes the Company's resources and services available are free of viruses or other harmful components, or that the Company's resources or any services or items obtained through your membership in the Company will otherwise meet your needs or expectations.

The Company hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

### **Limitation on Liability**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, ANY AND ALL EQUIPMENT, SOFTWARE, RESOURCES, AND SERVICES MADE AVAILABLE TO YOU BY THE COMPANY, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS,

LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or the Company's Policies.

### **Governing Law and Venue**

The validity of these Terms of Use, the construction of its terms and the determination of the rights and duties between You and the Company hereto shall be governed by and construed in accordance with the laws of the State of Nebraska. The exclusive venue for any dispute relating to or arising out of this Agreement shall be Douglas County, Nebraska.

### **Waiver and Severability**

Any term or provision of these Terms of Use that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of these Terms of Use or affecting the validity or enforceability of any of the terms or provisions of these Terms of Use in any other jurisdiction. If any provision of these Terms of Use is so broad as to be unenforceable, the provision shall be interpreted to be only as broad as is enforceable.