Welcome to the University of Oklahoma Jeannine Rainbolt College of Education ("JRCOE") nTouch network, an online social utility created to help connect students, faculty, staff, alumni and friends of the college in a friendly, secure environment.

By using or accessing the nTouch network, you agree that you have read, understand and are bound by these Terms of Use ("Terms"). The JRCOE reserves the right to change or delete portions of these Terms at any time without further notice. Your continued use of the nTouch network after any such changes constitutes your acceptance of the new Terms.

**Privacy**

We care about the privacy of our users and encourage you to read our Privacy Policy.

**Eligibility**

You may not use the nTouch network if you are under the age of 13. If you are between the ages of 13 and 17, we strongly suggest that you seek parental consent to use the nTouch network.

**Registration; Account Security**

When you register for and use the nTouch network, you will be asked to provide information about yourself ("User Data"). Your User Data must be accurate and current at all times. You are solely responsible for maintaining the security of your account. This means, for example, that you may not share your password or let anyone else access your account. If you have reason to believe that your account is no longer secure, please let us know immediately.

**Prohibited Conduct**

By using or accessing the nTouch network, you represent, warrant and agree that you will not:

1. do anything that could disable, overburden or impair the proper working of the nTouch network;
2. use any robot, spider, scraper or other automated means to access the nTouch network;
3. send spam or any other unauthorized advertisements or solicitations through or using the nTouch network;
4. harvest, collect or use addresses, phone numbers or email addresses or other contact information (collectively "Contact Information") of users of the nTouch network without consent from such users;
5. solicit private information (including social security numbers, credit card numbers and passwords) from users of the nTouch network;
6. provide any false personal information in your profile, create more than one profile, transfer your profile, create a profile for anyone other than yourself or create a page without authorization;
7. use your profile (as opposed to a Page) for any commercial purpose;
8. offer any contest, sweepstakes, coupon or other promotion through the nTouch network without our prior written consent;
9. use an iFrame or offer web search functionality on the nTouch network;
10. intimidate or harass any user;
11. do anything that is illegal, infringing, fraudulent, malicious or could expose nTouch network users to harm or liability; or
12. attempt, encourage or facilitate any of the above.

User Content
By using or accessing the nTouch network, you represent, warrant and agree that you will not Post:

1. User Content that violates the law or anyone's rights, including intellectual property ("IP") rights or other proprietary rights (such as rights of publicity and privacy);
2. any Contact Information or private information of any third party;
3. false, misleading or fraudulent information;
4. any material that contains software viruses or any other computer code designed to interrupt, destroy, or limit the functionality of any computer or telecommunications equipment;
5. alcohol-related or other mature content on Pages on the nTouch network that have not set appropriate age based restrictions (based on the country in which the page will be viewable); or
6. User Content that is threatening, hateful, racially or ethnically offensive, or that depicts nudity, pornography or graphic or gratuitous violence, or anything else that we may consider offensive.

nTouch does not pre-screen, review, edit or approve any User Content. nTouch may, in its sole discretion, remove or disable access to any User Content. "User Content" means any photos, text, link, audio, video, designs, ads and anything else that you Post on or through the nTouch network. "Post" means to upload, post, transmit, share, store, link to or otherwise make available on or through the nTouch network.

IP Complaints
We respect the IP rights of others and we prohibit users from Posting User Content that violates another party's IP rights. When we receive a proper claim of IP infringement, we promptly remove or disable access to the allegedly infringing User Content. We also terminate the accounts of repeat infringers in appropriate circumstances. If you believe that User Content on the nTouch network infringes your IP rights, please contact us.

Mobile
There are features of the nTouch network that may be accessible via certain mobile carriers (the "Mobile Services"). While we currently do not charge for these Mobile Services, your carrier's normal messaging, data and other rates and fees will still apply. By using the Mobile Services, you agree that we may communicate with you by SMS, MMS, text message or other electronic means to your mobile device, and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information on the nTouch network to ensure that your messages are not sent to the person that acquires your old number.

Your Privacy Practices
We respect the privacy rights of third parties, and you must do so as well on the nTouch network. If you collect, access or use information relating to any user of the nTouch network (including
information contained in any user profile) you must obtain consent from the user and make it clear to the user that the collection, access and use is being carried out by you and not nTouch.

Ownership; Proprietary Rights
Except for User Content and Applications/Connect Sites, all materials, content and trademarks on the nTouch network are the property of the University of Oklahoma Board of Regents and/or its licensors and are protected by all relevant IP laws and other proprietary rights (including copyright, trademark, trade dress and patent laws) and any other applicable laws. Except as expressly authorized by University of Oklahoma Board of Regents in writing, you agree not to use, sell, license, distribute, copy, publish, stream, publicly perform or display, transmit, reformat, modify, edit, frame, translate, excerpt, adapt, create derivative works or otherwise make unauthorized use of the materials, content or trademarks.

Licenses
You are solely responsible for the User Content that you Post on or through the nTouch network. You hereby grant nTouch an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to (a) use, copy, publish, stream, store, retain, publicly perform or display, transmit, scan, reformat, modify, edit, frame, translate, excerpt, adapt, create derivative works and distribute (through multiple tiers), any User Content you (i) Post on or in connection with the nTouch network or the promotion thereof subject only to your privacy settings or (ii) enable a user to Post, including by offering a Share Link on your website and (b) to use your name, likeness and image for any purpose, including commercial or advertising, each of (a) and (b) on or in connection with the nTouch network or the promotion thereof. You represent and warrant that you have all rights and permissions to grant the foregoing licenses.
If you own or control a website, you may place an nTouch share link button, logo and/or text (a "Share Link"), including all trademarks therein, on your website for the sole purpose of enabling users to Post links or content from your website on the nTouch network. By offering a Share Link on your website, you agree, represent and warrant that you will not place a Share Link on any page containing content that would violate these Terms if Posted on the nTouch network. The rights granted in this paragraph may be revoked by us at any time in our sole discretion, and upon such termination, you will immediately remove all Share Links from your website.

Submissions
You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information that you provide to nTouch are non-confidential and non-proprietary. nTouch will be entitled to the unrestricted use of any such Submission for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

User Disputes; Complaints
You agree not to hold the nTouch network or the University of Oklahoma Board of Regents responsible or liable for the User Content or actions of third parties (including your interactions with users) on or relating to the nTouch network. This includes transactions conducted on the nTouch network as well as the collection, handling and sharing of personal information that you provide to third parties. If you have a dispute with a third party relating to the nTouch network, you release the nTouch network and the University of Oklahoma Board of Regents from any
claims, causes of action and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute. If you believe that the nTouch network business practices are in any way unfair, fraudulent or unlawful, you agree to bring it to the attention of nTouch network operating team legal. If you do not report the issue or continue using the service after discovering the issue, you expressly waive the right to claim that the nTouch network is unfair, fraudulent or unlawful with respect to that issue.

Indemnity
You agree to indemnify and hold the nTouch network and the University of Oklahoma Board of Regents harmless from and against any claim or cause of action brought by a third party as well as any related damages, costs and expenses (including reasonable attorneys' fees) ("Claim") arising out of or related to your (a) use of the nTouch network or any of the applications, features, content or materials related thereto; (b) violation of these Terms; (c) violation of the rights of any other person or entity; or (d) breach of the representations, warranties and covenants made by you herein. The nTouch network reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify the nTouch network and the University of Oklahoma Board of Regents, and you agree to cooperate with the nTouch network and the University of Oklahoma Board of Regents’ defense of these Claims.

General Disclaimers
USE OF THE NT Touch NETWORK IS AT YOUR OWN RISK. THE NT Touch NETWORK, ITS WEBSITES AND ALL APPLICATIONS, FEATURES, CONTENT AND MATERIALS MADE AVAILABLE ON, IN CONJUNCTION WITH OR THROUGH THE NT Touch NETWORK ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, NT Touch, ITS SUPPLIERS, LICENSORS AND PARTNERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF PROPRIETARY RIGHTS. WITHOUT LIMITING THE FOREGOING, NT Touch, ITS SUPPLIERS, LICENSORS AND PARTNERS DO NOT WARRANT THAT THE NT Touch NETWORK WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE NT Touch NETWORK OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NT Touch AND THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS ARE NOT RESPONSIBLE OR LIABLE FOR, AND DO NOT APPROVE OR ENDORSE ANY THIRD PARTY CONTENT, MATERIALS, WEBSITES OR APPLICATIONS MADE AVAILABLE ON OR THROUGH THE NT Touch NETWORK (COLLECTIVELY, "THIRD PARTY MATERIALS"). WITHOUT LIMITING THE FOREGOING, WE ARE NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, AVAILABILITY, OFFENSIVENESS, OPINIONS, RELIABILITY, PRIVACY PRACTICES OR OTHER POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS, AND WE CANNOT AND DO NOT GUARANTEE THAT THIRD PARTY MATERIALS WILL COMPLY WITH THE RESTRICTIONS, CONDITIONS OR OBLIGATIONS THAT WE REQUIRE. IF YOU DECIDE TO USE OR ACCESS THIRD
PARTY MATERIALS, YOU DO SO AT YOUR OWN RISK AND YOU MAY BE REQUIRED TO AGREE TO TERMS OF SERVICE, PRIVACY AND DATA GATHERING PRACTICES AND OTHER POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS. PLEASE REVIEW ALL SUCH TERMS AND POLICIES CAREFULLY. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Limitation on Liability
UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL NTOUCH ENTITIES OR THEIR LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR EXEMPLARY DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA, THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE NTOUCH NETWORK, THE NTOUCH WEBSITES OR ANY APPLICATIONS, FEATURES, CONTENT OR THIRD PARTY MATERIALS MADE AVAILABLE ON, IN CONJUNCTION WITH OR THROUGH THE NTouch NETWORK, EVEN IF NTOUCH OR AN NTOUCH AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, NTOUCH AND THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS’ LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY TO YOU OF NTouch ENTITIES OR OF THEIR LICENSORS OR SUPPLIERS FOR ALL DAMAGES, LOSSES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE NTouch NETWORK, INCLUDING WITHOUT LIMITATION YOUR INTERACTIONS WITH OTHER USERS OF THE NTouch NETWORK (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, TO NTouch NETWORK OF THE UNIVERSITY OF OKLAHOM BOARD OF REGENTS DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO YOUR CLAIM OR $100, WHICHEVER IS GREATER.

Termination and Changes to the nTouch network
We may terminate your account on the nTouch network, delete your profile and any User Content you have Posted on or through the nTouch network, and/or prohibit you from using or accessing the nTouch network (or any portion thereof) for any or no reason, at any time in our sole discretion, with or without notice. Further, we reserve the right to change any aspect or feature of the nTouch network at any time without notice. The following sections will survive any termination of your use of the nTouch network: Prohibited Conduct, User Content, Your Privacy Practices, Gift Credits, Ownership; Proprietary Rights, Licenses, Submissions, User
Disputes; Complaints, Indemnity, General Disclaimers, Limitation on Liability, Termination and Changes to the nTouch network, Arbitration, Governing Law; Venue and Jurisdiction and Other.

**Arbitration**
Except as set forth in the paragraph below, you agree that all claims and disputes between you and the nTouch network that arise out of or relate in any way to the Terms or your use of the nTouch network will be resolved either by (a) binding arbitration by a single arbitrator or (b) binding non-appearance based arbitration conducted by telephone, online or based solely on written submission. Such arbitration will be administered by Judicial Arbitration and Mediation Services ("JAMS") (see www.jamsadr.com) pursuant to its Comprehensive Arbitration Rules. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction.

With respect to any claims or disputes you intend to bring on behalf of a class, you agree to arbitrate whether a class could be certified before bringing such action in a court of law. If the arbitrator refuses to certify the class, you will continue to resolve your individual claims or disputes through binding arbitration. If the arbitrator finds that a class should be certified, you may file the class action in a court of law provided you waive any right to a trial by jury. Claims for injunctive or other equitable relief may also be brought in a court of law.

**Governing Law; Venue and Jurisdiction**
You agree that all claims and disputes between you and the nTouch network and the University of Oklahoma Board of Regents that arise out of or relate in any way to the Terms or your use of the nTouch network will be governed by the laws of the State of Oklahoma (and United States federal laws applicable therein), without regard to principles of conflict of laws.

**Other**
The “nTouch network” means the features, services and properties that the nTouch network makes available through (a) ntouch.ou.edu or any other nTouch, Jeannine Rainbolt College of Education, or University of Oklahoma branded website (b) the nTouch platform (c) other media, devices or networks now existing or later developed. Unless otherwise specified, the terms "includes," "including," "e.g.," "for example," and other similar terms used herein are deemed to include the term "without limitation" immediately thereafter. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision in that or any other instance. If, for any reason, any provision of these Terms or portion thereof is rendered invalid or unenforceable, the remainder of these Terms will remain in full force and effect and will be enforced to the maximum extent permissible so as to effect the intent of the parties. An arbitrator or court will substitute or rewrite any invalid or unenforceable term or provision to make such term or provision valid and enforceable. All communications and notices to be made or given pursuant to these Terms will be in the English language. You consent to receiving communications and notices from the nTouch network at the email address you provide in registering for the nTouch network or otherwise elect in your account settings. These Terms constitute the entire agreement and supersede any prior agreement between you and us regarding your use of nTouch network.