

# Terms of Service

Welcome to CrowdSens, the Top 1 site for Top Lists! The CrowdSens website and service including (without limitation) all websites, mobile applications and other interactive properties through which the service is delivered (collectively, the "Service") are owned, operated and distributed by RoadmapMetrics, Inc., a Massachusetts corporation (referred to in these Terms of Service as "RoadmapMetrics" or "CrowdSens" or "we" and through similar words such as "us," "our," etc.). By accessing any part of the Service, you are agreeing to the terms and conditions described below (these "Terms of Service"), the terms and conditions of our privacy policy (the "Privacy Policy") and any other legal notices published by us on the Service (collectively, the "Governing Documents"). If you do not agree to any of these terms, you should not use the Service. These Terms of Service apply to all users, including both users who are simply viewing content available via the Service and users who have registered as members of CrowdSens.

We may, at our sole discretion, modify these Terms of Service at any time. By accessing the Service at any time after such modifications, you are agreeing to such modifications. These Terms of Service were last modified as of September 7, 2015.

## Description of Service

The CrowdSens Service allows Visitors and Users to review Top lists of Users including various consensus views or CrowdSens views of lists. Additionally, the CrowdSens Service allows for User points ranking, sharing, and other related Services.

We reserve the right to refuse to provide the Service to any person for any reason and/or to discontinue the Service in whole or in part at any time, with or without prior notice.

## Copyright, Licenses and User Submissions

The entire contents of the Service are protected by international copyright and trademark laws and other proprietary rights. The owners of the copyrights and trademarks are RoadmapMetrics, its affiliates and/or other third party licensors. YOU MAY NOT MODIFY, COPY,

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You may not use any robots, spiders, or similar data mining, data gathering or extraction tools or manual processes to collect, gather or copy any content or data on or related to the Service in a manner not authorized by CrowdSens in writing. You may not engage in practices of "screen scraping," "database scraping" or any other practice or activity the purpose of which is to obtain lists of users, portions of a database, or other lists or information from the Service, in any manner and any quantities not authorized by CrowdSens in writing. You may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of CrowdSens or its affiliates without express written consent. You may not use meta tags or any other "hidden text" utilizing the CrowdSens name or trademarks without the express written consent of CrowdSens.

Content submitted by users for inclusion on the Service (including, without limitation, any information submitted on message boards, forums or other public areas of the Service) is sometimes referred to in these Terms of Service as "User Submissions." Whether or not any User Submission is published, it will be subject to these Terms of Service. CrowdSens does not guarantee any confidentiality with respect to a User Submission, regardless of whether or not it is published. You are solely responsible for your own User Submissions and the consequences of posting or publishing them. You represent and warrant that you own or have the necessary licenses, rights, consents and permissions to your User Submissions (and all content included therein), including the right to authorize CrowdSens to use the User Submissions in the manner contemplated by the Service and these Terms of Service.

You hereby grant to CrowdSens a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any User Submissions or any other materials or information

(including, without limitation, ideas for new or improved products or services) you communicate to CrowdSens by all means and in any media now known or hereafter developed. You also grant to CrowdSens the right to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against CrowdSens for any alleged or actual infringement or misappropriation of any proprietary right in your communications to CrowdSens.

CrowdSens will not tolerate violations of intellectual property rights on the Service. If you are a copyright owner and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA"). To provide CrowdSens notice of an infringement, you must provide a written communication to the attention of "DMCA Infringement Notification Dept." care of [help@CrowdSens.com](mailto:help@CrowdSens.com) that sets forth the information specified by the DMCA (see <http://www.copyright.gov/title17/92chap5.html#512>). You may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright.

## **Account Terms**

The following terms apply to your use of the Service and any account that you may open or attempt to open via the Service:

1. You must be 13 years or older to use the Service.
2. You must be a human to open an account. Accounts registered by "bots" or other automated methods are not permitted.
3. You must provide your legal full name, valid email address, zip code, and any other information requested in order to complete the signup process.
4. You agree not to upload any copyrighted, trademarked, or proprietary materials on the Service without the expressed permission of the owner.

5. You agree to use the Service only for lawful purposes and agree to not use the Service in any way that will infringe upon the use or rights of any other user.

## **Fees**

We reserve the right, at any time, to change any fees or charges for using any services provided on the Service (or to begin charging fees for any free service), provided that such changes will not apply to fees or charges paid prior to the time of the change.

## **Conduct on Service**

Your use of the Service is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the Service. You agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any User Submission — including text, communications, software, images, sounds, data, or other information — that:

1. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
2. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other intellectual property or proprietary right of any party;
4. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

5. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any User Submission. We generally do not pre-screen, monitor, or edit User Submissions. However, we and our agents have the right at their sole discretion to remove any User Submission or other content that, in our judgment, does not comply with these Terms of Service and any other rules of user conduct for the Service, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing any such User Submission or other content. You hereby consent to such removal and waive any claim against us arising out of such removal of any User Submission, whether it is your own or another user's. See "Copyrights, Licenses and User Submissions" above for a description of the procedures to be followed in the event that any party believes that a User Submission infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

You may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all parts of the Service may be available to you or other authorized users of the Service. You shall not interfere with anyone else's use and enjoyment of the Service. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with the Service without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

## **Disclaimer of Warranties**

**THE SERVICE AND ALL MATERIALS INCLUDED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICE AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY CLASS THAT YOU ATTEND VIA THE SERVICE, OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SERVICE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.**

**THE SERVICE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE SERVICE AND ANY OF THE CONTENT OR FEATURES INCLUDED THEREIN, INCLUDING THE PRICES AND ACCESS RULES FOR ANY FUNCTIONALITY, AT ANY TIME WITHOUT NOTICE. THE CONTENT INCLUDED ON THE SERVICE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT.**

**THE USE OF THE SERVICE OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.**

Through your use of the Service, you may have the opportunities to engage in commercial transactions with other users and vendors, including (without limitation) visitors and users. You

acknowledge that all transactions relating to any class or other merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and you. **WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THE SERVICE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY CLASS, PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THE SERVICE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.**

You understand and agree that temporary interruptions of the Service may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of the Service, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the Service is provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

**SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

## **Limitation of Liability**

**IN NO EVENT SHALL WE OR ANY OTHER CROWDSENS PARTY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR**

**PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THE SERVICE.**

**FURTHER, NEITHER WE, NOR ANY OTHER CROWDSENS PARTY, SHALL BE LIABLE IN ANY WAY FOR ANY CLASS OR OTHER THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THE SERVICE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH OTHER USERS OF THE SITE, INCLUDING WITHOUT LIMITATION ANY TRANSACTION BETWEEN A STUDENT AND TEACHER.**

**SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

## **Indemnification**

Upon a request by us, you agree to defend, indemnify, and hold us and the other CrowdSens Parties harmless from all liabilities, claims, and expenses, including attorneys' fees, that arise from your violation of these Terms of Service or any of the other Governing Documents, or other negligent or wrongful conduct. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **Miscellaneous**

You agree that the Service shall be deemed a passive interactive service based solely in Massachusetts and shall not give rise to personal jurisdiction over CrowdSens, either specific or general, in jurisdictions other than Massachusetts. These Terms of Service, together with the Privacy Policy and the other Governing Documents, shall all be governed and construed in



accordance with the internal laws of the State of Massachusetts, without regard to conflicts of law principles. You agree that any legal action or proceeding between CrowdSens and you for any purpose concerning these Terms of Service, the Privacy Policy, the other Governing Documents or your use of the Service shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Massachusetts, Massachusetts.

Any cause of action or claim you may have with respect to any of the foregoing matters must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO CLAIM UNDER THESE TERMS OF SERVICE, THE PRIVACY POLICY OR THE OTHER GOVERNING DOCUMENTS SHALL BE JOINED TO ANY OTHER CLAIM, INCLUDING ANY CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ACTION PROCEEDINGS SHALL BE PERMITTED.**

These Terms of Service, together with the Privacy Policy and the other Governing Documents, constitute the entire agreement between you and CrowdSens concerning the Service and the services provided by CrowdSens. If any provision of any such document is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions thereof, which shall remain in full force and effect. CrowdSens's failure to insist upon or enforce strict performance of any provision of these Terms of Service or any of the other Governing Documents shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Service. CrowdSens may assign its rights and duties under these Terms of Service or any of the other Governing Documents to any party at any time without notice to you.

Most communication between CrowdSens and you will be sent and received electronically. You agree that all electronic communication between CrowdSens and you shall satisfy any legal requirements that such communications be in writing.

Any rights of CrowdSens not expressly granted herein are reserved.

