### **Privacy Policy**

Tennessee State University is fully committed to providing an informative, useful, and entertaining mobile application for its users. Visitors to any Tennessee State University webpage or mobile application have an opportunity to contact us via E-mail.

The policy of the SEED mobile application is to respect and protect the privacy of its other users. Tennessee State University does not sell or distribute any information obtained from our visitors to a third party, under any circumstance.

This policy defines how Tennessee State University collects information from you and how it is used. For each visitor to the SEED mobile application, the following information is collected:

internet addressing information of visitors to our Web pages (IP Addresses) the e-mail addresses of those who communicate with us via e-mail the aggregate information on what pages visitors access or visit user-specific information on what pages visitors access or visit information volunteered by the visitor, such as survey information personal information we request for information inquiries/requests, etc.

To access the mobile application, you may be asked to create an account with your first and last name, a password, and an email address. To provide for your privacy in these instances, Tennessee State University provides a secure server which transmits and receives scrambled data, which is decoded on the server side. This technology protects your information from being viewed by an outside user.

The collected information is used for internal University purposes and may be used to improve the content of the mobile application. It will not be shared with other organizations to help them contact visitors.

When using the mobile application, you may encounter links which may take you outside of our application. Users should be aware that when you are on, for example, the "Opportunities" tab, and you "click" on a link, you will be directed to another website which is beyond Tennessee State University's control. These other sites may send and receive cookies, collect data, or solicit personal information and may use this information in ways Tennessee State University does not in accordance with its privacy policy statement. Always be aware of whose site you are visiting.

As a mobile application user, keep in mind that whenever you give out personal information online (i.e. via message boards or chat) information can be collected and used by people you don't even know.

While Tennessee State University strives to protect its users' personal information and privacy, it cannot guarantee the security of any information you disclose online and you do so at your own risk. Tennessee State University's policy does not extend to anything that is inherent in the operation of the Internet, and therefore beyond our control, and is not to be applied in any manner contrary to applicable law or governmental regulation.

#### **Terms of Service**

Effective Date: July 1, 2024

### 1. Acceptance of Terms

Welcome to SEED ("we", "us", "our"). By downloading, installing, or using our mobile application (the "App"), you agree to these Terms of Service (the "Terms"). If you do not agree to these Terms, please do not use the App.

# 2. Changes to Terms

We reserve the right to update or modify these Terms at any time without prior notice. Your continued use of the App after any such changes constitutes your acceptance of the new Terms. We encourage you to review these Terms periodically.

### 3. Eligibility

You must be at least 13 years old to use the App. By using the App, you represent and warrant that you meet this age requirement and have the legal capacity to enter into these Terms.

### 4. Account Registration

To access certain features of the App, you may be required to create an account. You agree to provide accurate, complete, and current information during the registration process and to update such information to keep it accurate, complete, and current. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

# 5. Use of the App

You agree to use the App only for lawful purposes and in accordance with these Terms. You shall not:

Use the App in any way that violates any applicable local, state, national, or international law or regulation.

Impersonate or attempt to impersonate us, an employee of ours, another user, or any other person or entity.

Engage in any form of automated data collection, including but not limited to scraping, data mining, or harvesting.

Use the App to transmit, distribute, or store any content that is unlawful, harmful, defamatory, obscene, or otherwise objectionable.

### 6. Intellectual Property

The App and its entire contents, features, and functionality are owned by us and our licensors and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws. You may not reproduce, modify, distribute, or create derivative works of any part of the App without our prior written consent.

### 7. Third-Party Links and Content

The App may contain links to third-party websites or services. We are not responsible for the content, accuracy, or opinions expressed in such third-party sites. The inclusion of any link does not imply endorsement by us of the site. You access these third-party sites at your own risk.

# 8. Disclaimers and Limitation of Liability

The App is provided "as is" and "as available" without warranties of any kind, either express or implied. We do not warrant that the App will be uninterrupted or error-free. To the fullest extent permitted by law, we disclaim all warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

In no event shall we be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or other intangible losses, arising out of or in connection with your use of the App.

#### 9. Indemnification

You agree to indemnify, defend, and hold harmless us and our officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or related to your use of the App or violation of these Terms.

### 10. Termination

We reserve the right to terminate or suspend your access to the App at any time, with or without cause, and with or without notice. Upon termination, your right to use the App will immediately cease.

# 11. Governing Law

These Terms and any disputes arising under or related to these Terms shall be governed by and construed in accordance with the laws of Tennessee and the United States, without regard to its conflict of law principles.

#### 12. Contact Information

If you have any questions about these Terms, please contact us at: lpetrie@tnstate.edu

#### 13. Miscellaneous

These Terms constitute the entire agreement between you and us regarding the use of the App and supersede any prior agreements. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.