USE AGREEMENT

THIS AGREEMENT DESCRIBES THE TERMS BY WHICH THE JED FOUNDATION ("JED") OFFERS YOUR INSTITUTION ACCESS TO JED’S “YOU CAN HELP A FRIEND” AND “YOU CAN HELP A STUDENT” AND DOCUMENTATION ASSOCIATED THEREWITH, WHICH ARE TRAINING PROGRAMS FOR THE DETECTION OF MENTAL HEALTH CHALLENGES TO BE DELIVERED BY A MENTAL HEALTH PROFESSIONAL TO EITHER STUDENTS, STAFF OR FACULTY (THE "PROGRAM").

IN CONSIDERATION FOR JED GRANTING YOU ACCESS TO THE PROGRAM, AND BY YOUR TAKING THE FOLLOWING ACTIONS:

(1) CLICKING THE "PURCHASE NOW" BUTTON, AND

(2) REGISTERING TO USE THE PROGRAM,

YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND EACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE THAT THESE TERMS AND CONDITIONS APPLY TO YOUR USE OF THE PROGRAM.

IF YOU DO NOT ACCEPT THE FOLLOWING TERMS AND CONDITIONS, YOU MAY NOT BE GRANTED ACCESS OR OTHERWISE USE THE PROGRAM.

TERMS AND CONDITIONS

1. License

1.1 JED hereby grants to you a limited, revocable, non-exclusive, non-sublicensable, non-transferable right and license to access and use the Program solely for your non-commercial benefit within your university or college system.

1.2 You agree that the Program and all intellectual property and proprietary rights therein and thereto, anywhere worldwide, including such rights in copyrights, trademarks, trade dress, patents, patent applications and trade secrets and other proprietary and/or confidential information (collectively, the “JED IP”), are the valuable property of the Jed Foundation and/or its licensors. You obtain no rights to the Program or any portion thereof. JED shall have sole and complete control over, and reserves the right at any time to make changes to, the configuration, appearance, content and functionality of the Program. JED may in their sole discretion suspend or terminate your access to and use of the Program (or any part of the Program) immediately and without prior notice.
1.3 You acknowledge that the Program is hosted or otherwise provided by one or more service providers, including but not limited to mental health professionals under your control, and you and individuals under your control agree to be bound by and abide by the terms and conditions of use, including any terms of use, user agreement and privacy policy, posted by such service providers. You further agree to indemnify JED (including reasonable attorney’s fees) for any breach by you of such service provider’s terms and conditions.

1.4 You shall promptly notify JED of any actual or threatened infringement or misappropriation or any unauthorized access or disclosure of the JED IP, or any portion thereof, of which you become aware.

2. **Restriction or Use of the Program and Posted Data**

2.1 The Program (which term shall also include the context and questions presented by the Program) contains confidential and proprietary information, which shall not in any way be disclosed to any third party, except as expressly permitted in this Agreement.

2.2 You agree that you will not, and will not permit any third party to, under any circumstance sell, lease, transfer, copy, distribute, republish, make available or otherwise provide access to the Program or any portion thereof, to any person, including through oral, written, or electronic means whether as a demonstration or otherwise.

2.3 You agree that you will not use, or allow the use of the Program in contravention of, and will comply with, any applicable federal, state, foreign or other laws, rules, regulations or interpretations (collectively, “Applicable Law”), including any laws or regulations governing the import, export, registration or use of computer software or information protection regulation or legislation.

2.4 You agree to provide JED with all information, documents, cooperation and assistance, as shall reasonably be requested by JED in order to enable JED to comply with any and all Applicable Law. You understand and agree that JED may report such information to authorities to the extent necessary, in their reasonable discretion, to comply with Applicable Law.

2.5 Your access to and use of the Program (i) is limited to the Program made available by JED and you have no right to, and will not attempt to, modify the Program except as expressly instructed by the Program and/or by JED, and (ii) shall comply with this Agreement and all Applicable Law (it being agreed that any attempt by you to evade, or attempt to evade, any restrictions or limitations imposed under Applicable Law shall constitute a material breach of this Agreement).
3. **Security**

3.1 You agree that you may access the Program through the World Wide Web or other Internet Program which is not necessarily secure, and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. JED does not warrant that any such system or communication is secure.

3.2 You agree that if you suspect, or become aware of a technical failure or any improper access to or use of the Program by another person or entity, you shall promptly notify JED of such occurrence at info@jedcampus.org and shall, as promptly as practicable, take immediate action to terminate such person’s access to and use of the Program.

4. **Representations and Warranties**

4.1 You represent, warrant and covenant to JED, at all times while this Agreement is in effect, that:

   a. you possess all power, authority and applicable approvals (if any) necessary for you to enter into this Agreement;

   b. this Agreement constitutes a valid and binding agreement enforceable against you in accordance with its terms; and

   c. execution, delivery and performance of this Agreement will not cause you to be in violation of any other agreement or law, regulation, order or court process or decision to which you are a party or by which you or your properties are bound or affected.

5. **Disclaimers**

5.1 The information and material provided in the Program are not substitutes for actual medical advice. The Program does not provide a medical diagnosis. Neither JED, nor any of the suppliers of information or material in connection with the Program, accept any responsibility for decisions made based upon the use of this Program.

5.2 THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. JED MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THOSE WARRANTIES RELATED TO TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, ACCURACY, FREEDOM FROM INTERRUPTION, AND ANY IMPLIED
WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

5.3 The Program may provide links to certain websites sponsored and maintained by third parties. Such websites are publicly available, and JED may provide access to such websites through the Program solely as a convenience to you. The content and terms of use of other websites, programs, goods or advertisements that the Program may link to is not maintained or controlled by JED, and JED makes no representations or warranties concerning the foregoing and the fact that the Program provides such links does not constitute any endorsement, authorization or sponsorship of such websites or their sponsors by JED, nor is there any affiliation between JED and such sponsors, and such sponsors do not endorse, authorize or sponsor the Program. Moreover, JED is in no way responsible for the availability, content or accuracy of other websites, programs, goods or advertisements that the Program may link to, and does not make any warranty, express or implied, with respect to the use of the links provided on the Program or guarantee the accuracy, completeness, usefulness or adequacy of any other websites, programs, goods or advertisements that may be linked to. You understand and agree that you will use or rely on such websites solely at your own risk and that JED does not grant to you any rights in respect of such websites. You agree to comply with the terms and conditions of use of all websites that the Program links to, and agree to indemnify JED for any breach thereof.

5.4 JED shall have no duty or obligation to verify, correct, complete or update any data on the Program.

5.5 You shall not advertise, promote or otherwise describe the Program in a manner inconsistent with the disclaimers of this Section 5, or other provision of this Agreement.

6. Indemnification

6.1 You agree to indemnify, hold harmless, and defend at your own cost JED and their officers, partners, affiliates, employees, agents, successors, and assigns (the "Indemnified Parties") from and against any cost, liability, judgment, settlement, claim, loss or damage (including reasonable attorneys’ fees and other expenses) (collectively “Losses”) arising out of or in connection with your use of or access to the Program (including any Losses suffered as a result of or in connection with your reliance on the Program, a breach by you of Applicable Law, any breach of your obligations contained herein, any unauthorized use of the Program or breach of any of your representations or warranties), except to the extent the same is found by a court of competent jurisdiction from which no appeal can be or is taken to have resulted from the willful misconduct or bad faith of JED.

6.2 No settlement of any claim (other than a settlement involving only the payment of money which is paid in full by you and in which JED is completely released from
liability) or consent to entry of any judgment shall be entered into without the consent in writing of the JED.

7. **Limitation of Liability**

7.1 JED SHALL HAVE NO LIABILITY, DIRECT OR INDIRECT, CONTINGENT OR OTHERWISE, TO YOU OR TO THIRD PARTIES WITH RESPECT TO THE PROGRAM UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, INCLUDING WITHOUT LIMITATION, LIABILITY FOR (I) THE CORRECTNESS, QUALITY, ACCURACY, RELIABILITY, PERFORMANCE, COMPLETENESS, TIMELINESS, CONTINUED AVAILABILITY OF THE PROGRAM; (II) ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR PROGRAMS; OR (III) LOSS OF DATA.

7.2 IN NO EVENT WILL JED’S AND ITS AFFILIATES’, INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS’ COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO JED FOR THE PROGRAM FOR THE PRIOR SIX (6) MONTH PERIOD THAT IS THE SUBJECT OF THE CLAIM.

7.3 IN NO EVENT WILL JED AND ITS AFFILIATES’ BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING IN ANY MANNER TO YOUR ENTERING INTO THIS AGREEMENT OR USE OF, OR INABILITY TO USE, OR RELIANCE ON, THE PROGRAM, EVEN IF JED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN. JED SHALL HAVE NO RESPONSIBILITY TO INFORM YOU OF, OR TO TAKE ANY ACTION IN CONNECTION WITH, ANY DIFFICULTIES EXPERIENCED BY JED OR OTHER THIRD PARTIES WITH RESPECT TO USE OF THE PROGRAM.

8. **Termination**

This Agreement and your use of all or a portion of the Program may be immediately terminated at any time by JED for any reason.

9. **Notices**

All notices, requests and other communications under this Agreement to JED shall be delivered to info@jedcampus.org.
10. **Law & Jurisdiction**

10.1 This Agreement is governed by the laws of the State of New York without application of the principles of conflicts of law.

10.2 You hereby waive service of process in connection with any legal matters or proceedings pertaining to this Agreement, and agree that (to the extent permitted by Applicable Law) service to the address indicated in your account information is proper service. Such service may be served by mail or fax, which shall be deemed full and complete on you.

10.3 Any claim, dispute or disagreement that may arise from the interpretation or performance of this Agreement, or from the breach of one party’s obligations or liabilities hereunder, shall be resolved by arbitration pursuant to the rules of the American Arbitration Association in New York City, to the exclusion of any court, in any jurisdiction whatsoever, before a panel of three arbitrators who shall each be regularly and actively involved in this industry, one of whom shall be selected by each party and the third of whom shall be selected by those two arbitrators. Judgment upon any such award may be entered by any court of competent jurisdiction, it being agreed that such arbitration shall be held exclusively in New York City.

11. **Miscellaneous**

11.1 JED may revise the terms of this Agreement from time to time by providing you with a copy of the revised terms, with the revised terms taking effect as of the date so provided. The continued access to and/or use of the Program by you shall be deemed to constitute acceptance of such revised terms. This Agreement (as so revised from time to time) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements with respect to the subject matter of this Agreement. Any prior agreements between you and JED shall remain in full force and effect.

11.2 This Agreement may not be assigned or transferred by you. JED may transfer its rights and obligations hereunder to any of its affiliates, subject to posting a notice on its website to that effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is for the benefit of the parties hereto and their respective successors and permitted assigns and no other person shall have any rights under this Agreement.

11.3 No delay on our part in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any waiver on our part, nor any single or partial exercise of any right under this Agreement, preclude any other or further exercise thereof or any other right under this Agreement. Our rights and remedies
under this Agreement are cumulative and are not exclusive of any rights and remedies provided for by law, in equity or otherwise.

11.4 Section headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of any provision of this Agreement. In the event that any provision (or portion of a provision) of this Agreement is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and of such provision) shall not be affected except to the extent necessary to delete such illegal, invalid or unenforceable provision (or portion thereof), unless the deletion of such provision (or portion thereof) shall substantially impair the benefits of the remaining portions of this Agreement.