



Terms of Use for Websites

IMPORTANT: Please review the following terms and conditions carefully. These Terms of Use are a legally binding contract between you (“User”) and Southern Methodist University (“SMU” or “Southern Methodist University”). These Terms of Use pertain to the access and use of the services offered and all information, content, media, printed materials and “online” or electronic documentation accessible from any website or social media account operated by or for SMU, including without limitation any websites hosted at <http://www.smu.edu>, <http://people.smu.edu>, <http://wordpress.com>, <http://www.facebook.com> and <http://www.youtube.com> (collectively, the “Websites”) and any publications, newsletters, RSS feeds, tweets, blogs and journals on the Websites (collectively, the “Publications”). SMU students, SMU employees, SMU Recognized Student Organizations or other persons authorized by SMU to post content on the Websites (“Personnel”) are also Users and are also required to comply with these Terms and Conditions.

Electronic Signature Consent to these Terms of Use and Online Agreements

The Websites and the Publications are made available by SMU to you free of charge on the express condition that you accept, without modification, and abide by these Terms of Use. Your access and use of the Websites and the Publications are conditioned upon your continued compliance with these Terms of Use. Please read these Terms of Use carefully, as your access to, contribution of content to, and use of the Websites and/or the Publications constitutes your acceptance of these Terms of Use and the terms and conditions of all SMU policies and procedures referred to on the Websites. SMU reserves the right to change these Terms of Use any time by reasonable notice, including without limitation by posting revised terms on the Websites (which shall constitute reasonable notice), and such amended terms shall be binding upon you; thus, you should consult the most recent version of these Terms of Use each time that you view the Websites. **IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE, CONTRIBUTE CONTENT TO, OR OTHERWISE ACCESS THE WEBSITES AND/OR THE PUBLICATIONS.**

By accessing the Websites and/or the Publications and, where prompted clicking “I agree” or “Click to Consent”, you agree to conduct each transaction by electronic means and SMU and you hereby state that each electronic signature shall have the same force and effect as an original signature with respect to these Terms of Use and all written agreements entered into between you and SMU with respect to the Websites and the Publications.

1. Definitions

“Content” means any audio, video, speech, text, software, scripts, graphics, photos, sounds, music, interactive features and other information or services made available or accessible on the Websites and/or the Publications.

"Personnel" means any SMU Recognized Student Organizations, any SMU students, any SMU employees or other persons authorized by SMU to post content on the Websites, whose information, including contact information, appears on the Websites.

"SMU" or "University" means Southern Methodist University, whose principal place of business is 6425 Boaz Lane, Dallas, TX 75205, and any affiliated entities.

A "User" means any living person or legally recognized entity that uses the Websites and/or the Publications, either by accessing the Websites and/or the Publications, contributing Content to the Website or the Publications or otherwise.

"User Submissions" means the submission of Content or other documents and communications submitted by you and other Users to the Websites and/or for the Publications.

2. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to fully abide by and comply with these Terms of Use.

3. Third Party Sites and Links to Social Media

The User acknowledges that the Websites may contain links to third party websites that are not owned or controlled by SMU. SMU has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. Such third party websites do not express the views or opinions of SMU or the University community. Further, User acknowledges that SMU and the Personnel have no obligation to censor, edit, or otherwise modify the content of any third party website. By using the Websites, User expressly relieves SMU and the Personnel from any and all liability arising from your use of any third-party website. As a result, SMU encourages the User to read the terms and conditions and privacy policy of each third-party website that you visit when leaving the Websites.

Parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Such controls are typically available from your commercial internet service provider or may be obtained by purchasing software designed for such purpose.

You acknowledge that, while the Websites may link to social media accounts, SMU and the Personnel have no control over the operations of the social media websites to which the Websites may link and you acknowledge and agree to indemnify and hold harmless SMU and the Personnel for any breach of any terms or other service agreements between SMU and/or the Personnel and the social media site operators by virtue of your actions.

4. Website Access & Limitations on Use

SMU hereby grants you permission to use the Websites and the Publications as set forth in these Terms of Use; provided that:

- a) your use of the Websites and the Publications as permitted is SOLELY for personal or educational, non-commercial uses (and not for resale or commercial benefit);
- b) you will not copy or distribute any part of the Websites or the Publications in any medium without prior written authorization from SMU's Vice President for Development and External Affairs, or his designee and the Personnel who posted the specific Publication;
- c) you will not attempt to alter, edit, or otherwise modify any part of the Websites or the Publications except as otherwise permitted by these Terms of Use;
- d) you understand that all Content may be monitored and or removed at the sole discretion of SMU or the Personnel for any reason whatsoever and without prior notice,
- e) you will otherwise comply with the provisions of these Terms of Use;
- f) you agree not to use or launch any automated systems, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Websites in a manner that sends more request messages to the servers on which the Websites are hosted in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. You agree not to collect or harvest any personally identifiable information, including but not limited to account names and passwords, from the Websites, nor to use the communication systems provided by the Websites for any commercial solicitation purposes; and
- g) You agree not to solicit, for commercial purposes, any Users of the Websites or the Publications.

5. Intellectual Property Rights

SMU respects the intellectual property rights of others and prohibits uploading to the Websites or submitting for any Publications any Content that violates another party's intellectual property rights or SMU policies. The Content on the Websites and the Publications is subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. SMU trademarks, service marks, logos and related graphics ("Marks") on the Websites and/or the Publications are trademarks of SMU or its affiliates or the Personnel. Use, reproduction, copying or redistribution of the Marks without the express written permission of SMU is prohibited. All other trademarks or service marks appearing on the Websites or the Publications are the marks of their respective owners.

Content in the Websites and the Publications is provided to you "AS IS" for your informational, educational and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written

consent of the respective copyright owners. SMU reserves all rights not expressly granted in and to the Websites and the Publications and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User submissions of third parties obtained through the Websites for any commercial purposes. If you download or print or reproduce a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Websites or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Websites or the Content therein.

SMU explicitly forbids the downloading of third party copyright material to other users and/or resources unless written authorization from the copyright owner permitting this exact use is provided. SMU does not permit copyright infringing activities and infringement of intellectual property rights on the Websites or in the Publications, and SMU reserves the right to remove all Content, including User Submissions, if properly notified that such Content infringes on another's intellectual property rights. SMU further reserves the right to decide whether Content is appropriate and complies with these Terms of Use and to remove any Content for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. SMU may remove such Content and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

SMU permits those posting Content to link to materials on the Websites for informational, educational, non-commercial purposes only (and not for resale or commercial benefit). SMU reserves the right to discontinue any aspect of the Websites at any time without prior notice

6. DMCA Copyright Notice and Agent

If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification to SMU's designated Copyright Agent (as provided below) which will comply with rulings regarding and pursuant to the Digital Millennium Copyright Act ("DMCA"). Specifically, as provided by 17 U.S.C. § 512(c)(3), a notification of claimed infringement must be made in writing to SMU's designated Copyright Agent that includes:

- a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit SMU to locate the material, and information reasonably sufficient to permit SMU to locate the material
- d) Information reasonably sufficient to permit SMU to contact you, such as an address, telephone number, and, if available, an electronic mail where you may be contacted;

- e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Copyright Agent designated to receive notifications of claimed infringement for the Websites and the Publications is:

Name: Paul Ward, Vice President for Legal Affairs and General Counsel
Address: P.O. Box 750132, Dallas, TX 75275-0132
Phone Number: 214-768-3233
E-mail Address: paulward@mail.smu.edu

Only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed through the online support system within the Websites. You acknowledge that if you fail to comply with these requirements your DMCA notice may not be valid.

7. User Submissions

- a. The Websites and the Publications permit User Submissions and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, SMU and the Personnel do not guarantee any confidentiality with respect to any User Submissions. You understand that none of your User Submissions is considered private nor otherwise deemed protected so as to be accessed solely by you.
- b. You may participate in certain message boards, newsletters, calendars, social media, instant messaging and other public forums. Your participation is voluntary; however by choosing to post or send a message or photograph or otherwise participate in any public forum, you acknowledge and agree that any User Submission provided by you may be viewed by the general public and will not be treated as private or confidential.
- c. You shall be SOLELY responsible for your own User Submissions and the consequences of posting, submitting or publishing such Content to the Websites and/or the Publications. In connection with your User Submissions, you affirm, represent, and/or warrant that:
 - i. You have read, understood, and are in full compliance with all copyright laws. For more information, go to <http://www.copyright.gov>.
 - ii. you own or have the necessary licenses, rights, releases, consents, and permissions to use and expressly authorize SMU and the Personnel to use and exercise all intellectual property rights, including without limitation, patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by SMU and/or the Personnel with respect to the Websites, the Publications and in accordance with these Terms of Use; and

- iii. you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by SMU and/or the Personnel with respect to the Websites, the Publications and in accordance with these Terms of Use.
- d. By submitting the User Submissions to SMU or the Personnel, you hereby grant SMU and the Personnel a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, publicly display, digitize, translate, publicly perform, synchronize with other works, create derivative works of, and create collective works or compilations based upon, the User Submissions (or any part or portion thereof) in connection with the Websites and the Publications, including without limitation for promoting and redistributing part or all of the User Submissions (and derivative works thereof), or any other publications, documents or advertisements published by SMU and/or the Personnel, in any and all media or format whether now known or hereafter created for the duration of the copyright or other intellectual property right in such User Submission and such permission may not be revoked for any reason. To the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any User Submission submitted by you. Without limiting the foregoing, you further acknowledge and agree that SMU and/or the Personnel shall own all copyright in and to any derivative works, compilations or collective works based upon or incorporating any User Submissions to the extent created by or for SMU and/or the Personnel and SMU and the Personnel shall be free to exercise all copyrights in and to such works without accounting to you or obtaining your prior written consent.
- e. If you identify yourself by name or provide a picture or audio or video recording of yourself in a User Submission, you further authorize SMU and its affiliates and licensees and the Personnel (without compensation to you or others) to reproduce, print, publish and disseminate in any format or media (whether now known or hereafter created) your name, voice and likenesses in furtherance of the mission, educational purposes or operations of SMU and/or the Personnel throughout the world, and any such permission cannot be revoked for any reason. To the extent known by SMU, you will be identified as the User who submitted the User Submission but SMU shall not be liable for any damages or losses arising from any use or failure to use your name or otherwise give proper attribution to you or others in conjunction with your User Submission.
- f. In connection with User Submissions, you further agree that you will not:
 - i. submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant SMU and the Personnel all of the license rights granted herein;
 - ii. publish falsehoods or misrepresentations that could tarnish or damage SMU, the Personnel or any third party;
 - iii. submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;

- iv. post advertisements or solicitations of business; or
- v. impersonate another person.

SMU and the Personnel do not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and SMU and the Personnel expressly disclaim any and all liability in connection with User Submissions to the fullest extent permitted under the law. SMU does not endorse any opinion, recommendation, or advice expressed by any Personnel in any Publication posted by such Personnel, and SMU expressly disclaims any and all liability for the actions or omissions of the Personnel to the fullest extent permitted under the law, except to the extent the Personnel posts a specific Publication within the scope of their employment on behalf of SMU.

You acknowledge that SMU and the Personnel have the right to edit or abridge any User Submission or other Content for any reason and to edit, refuse to post or remove any User Submission submitted by you or others for the Websites and/or the Publications. Although SMU and the Personnel have the right to remove without notice any User Submission for any reason, SMU and the Personnel have no obligation to delete Content that you personally may find objectionable or offensive.

Further, you understand that when using the Websites and/or the Publications, you may be exposed to User Submissions from a variety of sources, and that SMU and the Personnel are not responsible for the accuracy, usefulness, safety, title, or non-infringement of intellectual property rights of or relating to such User Submissions. In addition, you understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies that you have or may have against SMU and the Personnel with respect thereto.

8. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE WEBSITES AND THE PUBLICATIONS SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SMU AND ITS TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS, DIRECTORS AND AGENTS AND THE PERSONNEL DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITES, THE PUBLICATIONS AND YOUR USE THEREOF. SMU AND THE PERSONNEL MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OF THE WEBSITES AND/OR THE PUBLICATIONS OR THE CONTENT OF ANY SITES LINKED TO THE WEBSITES AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR:

- a. ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,
- b. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITES AND/OR THE PUBLICATIONS,
- c. ANY UNAUTHORIZED ACCESS TO OR USE OF SMU'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,

- d. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITES,
- e. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITES BY ANY THIRD PARTY, AND/OR
- f. ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON THE WEBSITES OR THE PUBLICATIONS.

SMU AND THE PERSONNEL DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITES OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING APPEARING ON THE WEBSITES OR IN THE PUBLICATIONS, AND SMU AND THE PERSONNEL WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

9. Limitation of Liability

IN NO EVENT SHALL SOUTHERN METHODIST UNIVERSITY, NOR ITS TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS, OR AGENTS, NOR THE PERSONNEL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM

- a. ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,
- b. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITES AND/OR THE PUBLICATIONS,
- c. ANY UNAUTHORIZED ACCESS TO OR USE OF SMU'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
- d. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITES,
- e. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITES BY ANY THIRD PARTY, AND/OR
- f. ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON THE WEBSITE AND/OR THE PUBLICATIONS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SMU OR ITS TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS, OR AGENTS OR THE

PERSONNEL ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT SOUTHERN METHODIST UNIVERSITY IS NOT RESPONSIBLE FOR THE ACTIONS OR OMISSIONS OF ANY PERSONNEL OR ANY USER. YOU SPECIFICALLY ACKNOWLEDGE THAT SOUTHERN METHODIST UNIVERSITY AND THE PERSONNEL SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. IN NO EVENT SHALL SMU'S AND THE PERSONNEL'S AGGREGATE AND COMPLETE LIABILITY TO YOU AND ANY THIRD PARTY IN CONNECTION WITH ANY AND ALL OF ITS USES OF THE USER SUBMISSIONS AND/OR THE WEBSITES AND THE PUBLICATIONS, HOWEVER ARISING, EXCEED A MAXIMUM OF \$1000.00.

The Websites are controlled and offered by SMU and/or its service providers from its facilities in the United States of America. Those who access or use the Websites from other jurisdictions do so at their own volition and are responsible for compliance with local law.

10. Indemnity

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SMU AND ITS TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS AND THE PERSONNEL FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING FROM YOUR USE OF, POSTING CONTENT TO, AND ACCESS TO THE WEBSITES AND/OR THE PUBLICATIONS, AND YOUR USER SUBMISSIONS.

11. Assignment

You agree that these Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Southern Methodist University, jointly or severally with the Personnel, without restriction.

12. Term and Termination

These Terms of Use are effective from the date that you first access the Websites and/or the Publications or on the date that you accept these Terms of Use prior to a User Submission where prompted, whichever is earlier, and continues in effect until terminated in accordance with these Terms of Use.

SMU and/or the Personnel may terminate your access to the Websites and/or the Publications any time for any reason. Cause for such termination shall include, but not be limited to: (i) breaches or violations

of these Terms of Use; (ii) requests by law enforcement or other government agencies; (iii) a request by you (self-initiated account deletions); (iv) discontinuance or material modification to the Websites and/or the Publications (or any part thereof); (v) unexpected technical or security issues or problems; (vi) extended periods of inactivity; (vii) fraudulent or illegal activities performed by or on behalf of you in connection with the Websites and/or the Publications; (viii) discontinuance of the Websites and/or the Publications as a whole; (ix) a statement by you that you no longer agree to these Terms of Use, or a statement by you otherwise requesting termination of your access to the Websites and/or the Publications; and/or (x) any other reason reasonably considered by SMU and/or the Personnel to be in their best interest. You further agree that any such termination may be effected without prior written notice to you.

Upon termination, SMU and the Personnel will have no further obligation or responsibility to you with respect to the Websites and/or the Publications terminated, and you will have no further obligation or responsibility to SMU and the Personnel with respect to the Websites and/or the Publications terminated; provided, however, the foregoing statement does not apply to any liability, responsibility, or obligation of either party existing or arising prior to the effective date of termination or any rights or license granted by you to SMU and/or the Personnel with respect to any User Submission or other Content under these Terms of Use. Your obligations under these Terms of Use, which by their nature are intended to survive termination (such as indemnification) shall survive the termination of your access to the Websites and/or the Publications.

13. COPPA

SMU does not knowingly solicit data from children or knowingly market to children. SMU is concerned about the safety of children and their use of the Internet. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act of 1998, it does not knowingly request or solicit personally identifiable information from anyone under the age of 13 without prior verifiable parental consent. In the event that SMU receives actual knowledge that it has collected such personal information without the requisite and verifiable parental consent, SMU will delete that information from the Websites as quickly as is reasonably practical.

14. Miscellaneous Terms

These Terms of Use shall constitute the entire and integrated agreement between you and SMU concerning the Websites and the Publications. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

You agree that any claim or dispute between you and SMU and/or the Personnel arising in whole or in part from these Terms of Use, your use of the Websites and/or the Publications, or any Content accessible on the Websites and/or the Publications, including copies and republications thereof, whether based in contract, tort, statutory, or other law, will be governed by the laws of the State of Texas, without

regard to its conflict of laws provisions, and the laws, regulations, ordinances and treaties of the United States of American related to intellectual property rights. You further consent to have personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Dallas County, Texas as the legal forum for any such claim or dispute.