

TERMS OF SERVICE

Our mission is to make simulations accessible to anyone.

Welcome to the CLOUDES environment (the "Service"). Your use of the Service is subject to these Terms of Service ("Terms"). By using the Service, you signify your acceptance of these Terms. If you do not agree to these Terms, do not use the Service. Visitors and users of the website (the "Website") are referred to individually as "User" and collectively as "Users."

Here is a Summary of CLOUDES' **Terms of Service**:

- To open a CLOUDES account and use our service you represent that you are either i) at least 13 years of age or ii) Your parent and/or guardian has consented Your use of the Website.
- You are solely responsible for protecting your own password and other account information.
- This service is for personal and educational use.
- Do not misuse or tamper with our system by trying to bypass signup/sign in features, stealing content, uploading code, running programs or conducting any activity that may negatively affect the simulation environment in either its functioning, access to users' information or system security measures.
- You agree to assume the risk of using CLOUDES understanding that this is an open environment and cloud-based in nature. As an open environment, you might be witness to inappropriate content. We will constantly monitor the appropriateness of the content. As a cloud-based environment, CLOUDES may present bugs or eventual malfunctions which may result in data or personal information loss.
- Do not use CLOUDES if you do not agree to the Terms of Use described below. Your use of CLOUDES means you agree to these Terms of Use.

**CLOUDES
TERMS OF SERVICE
(EFFECTIVE AS OF February 20, 2015)**

PLEASE READ CAREFULLY

1. Eligibility; Accounts. the Website IS not available to (A) any Users previously suspended or removed from the Website by The CLOUDES Team, Old Dominion University, or the Virginia Modeling, Analysis and Simulation Center OR (B) ANY PERSONS UNDER THE AGE OF 13 WHOSE REGISTRATION HAS NOT BEEN APPROVED BY A LEGAL PARENT OR GUARDIAN. By clicking the "I Agree" button or by otherwise using or registering an account for the Website, You represent (a) that You have not been previously suspended or removed from the Website by The CLOUDES Team, Old Dominion University, or the Virginia Modeling, Analysis and Simulation Center, (b) that You are either (i) at least 13 years of age or (ii) Your parent and/or guardian has consented to Your use of the Website; and (c) that your registration and your use of the Website is in compliance with any and all applicable laws and regulations.

1.1 **Account.** In order to use certain features of the Website, you must register for an account. You may be asked to provide a password in connection with your account. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and You agree to accept responsibility for all activities that occur under your account or password. You agree that the information You provide to CLOUDES, whether on registration or at any other time, will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that your account is no longer secure (*e.g.*, in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit or charge card number, if applicable), then You agree to immediately notify the CLOUDES Team. You may be liable for the losses incurred by CLOUDES or others due to any unauthorized use of your Website account.

1.2 **Authentication Service.** CLOUDES may permit You to register for the Website through certain third party social networking services, such as Facebook Connect and Google (“**Authentication Service**”). By registering for the Website using an Authentication Service, you agree that CLOUDES may access your account information from the Authentication Service and you agree to any and all terms of use of the Authentication Service regarding your use of the Website via the Authentication Service. You agree that any Authentication Service is a Reference Site (as defined below) and you are solely responsible for your interactions with the Authentication Service as a result of accessing the Website through the Authentication Service.

1.3 **Child Member.** If you are a User of the Website that is under the age of 13 (“**Child Member**”), you may not register an account for the Website without consent and approval from your legal parent or guardian. A Child Member that begins the registration process for himself or herself without a Parent Member may have the registration process restricted until a Parent Member, or a Coach (as defined below) as the case may be, approves or assumes responsibility for the Child Member account. Additionally, a Child Member may use the Website if registered through certain educational organizations that have entered into a relationship directly with CLOUDES and through which educational organization the legal parent and/or guardian of such Child Member has consented to use of the Website. A Child Member that has registered through such external educational organizations will only be permitted to use the Website for so long as The CLOUDES Team, Old Dominion University, or the Virginia Modeling, Analysis and Simulation Center reasonably believes that such access has been consented by the Child Member's parent or guardian.

2. **Privacy Notice.** Your privacy is important to The CLOUDES Team, Old Dominion University, and the Virginia Modeling, Analysis and Simulation Center. CLOUDES’ [Privacy Policy](#) is hereby incorporated into the Terms by reference. Please read this [Privacy Policy](#) carefully for information relating to CLOUDES’ collection, use, and disclosure of your personal information.

4. **Modification of the Terms.** The CLOUDES Team, Old Dominion University and the Virginia Modeling, Analysis and Simulation Center reserve the right, at our discretion, to

change, modify, add, or remove portions of the Terms at any time. Please check the Terms and any Guidelines periodically for changes. Your continued use of the Website after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, CLOUDES will make reasonable effort to provide notice to you of such amended Terms, such as by an email notification to the address associated with your account or by posting a notice on the Website, and such amended terms will be effective against You on the earlier of (i) your actual notice of such changes and (ii) thirty days after the CLOUDES Team makes reasonable attempt to provide you such notice. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

5. User Content License Grant; Representations and Warranties.

5.1 User Content Generally. CLOUDES may now or in the future permit the posting by You and other users of notes, questions, comments, ratings, reviews, images and videos or other communications (collectively, “**User Postings**”), the posting, creation, or modification by You and other users of simulations (including source code and object code) (“**User Code**”), and the hosting, sharing, and/or publishing of such User Postings or User Code (User Postings and User Code, collectively, “**User Content**”). You understand that whether or not such User Content is published, CLOUDES does not guarantee any confidentiality with respect to any submissions.

5.2 License Grant to CLOUDES. By submitting or distributing User Content through the Website, You hereby grant to CLOUDES a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, modify, distribute and re-distribute, adapt, prepare derivative works of, use, make, have made, sell, offer for sale, import, and otherwise exploit your User Content, under all intellectual property rights therein, in whole or in part, in any media formats and through any media channels (now known or hereafter developed).

5.3 License Grant to Users. By submitting or distributing User Postings through the Website, You hereby grant to each User of the Website a non-exclusive license to access and use your simulations. By submitting or distributing User Code through the Website, You hereby grant to each User of the Website a non-exclusive license to access and use your simulation as permitted under the terms of the MIT license (currently available at: <http://opensource.org/licenses/mit-license.php>) (the “MIT License”). The foregoing license granted by You terminates as to specific User Content once You remove or delete such User Content from the Website; provided, however, that Users’ rights to such User Posting arising out of distributions occurring on or prior to deletion of such User Content from the Website survive any termination or expiration of the license granted in this Section 5.3.

5.4 User Content Representations and Warranties. You are solely responsible for your User Content and the consequences of posting or publishing them. By uploading, submitting, creating, or publishing your User Content to or through the Website, You affirm, represent, and warrant that: (1) You are the creator and owner of or have the

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5.5 Access to Your User Content. CLOUDES permits Users to share their User Content with a select group of other Users, or make their User Content public for all (even non-Website users) to view. You acknowledge and agree that although CLOUDES may provide certain features intended to allow you to restrict some User Content you create from others, CLOUDES does not guarantee that such User Content will never be accessible by others. In the event of unauthorized access, CLOUDES will use reasonable efforts to notify you pursuant to Section 16.1 below. CLOUDES HEREBY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY UNAUTHORIZED ACCESS TO ANY RESTRICTED USER CONTENT.

5.6 User Content Disclaimer. You understand that when using the Website You will be exposed to User Content from a variety of sources, and that neither the CLOUDES Team, nor Old Dominion University, nor the Virginia Modeling, Analysis and Simulation Center is responsible for the accuracy, usefulness, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that You may be exposed to User Content that are inaccurate, offensive, indecent or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against the CLOUDES Team, Old Dominion University, or the Virginia Modeling, Analysis and Simulation Center with respect thereto. The CLOUDES Team, Old Dominion University, or the Virginia Modeling, Analysis and Simulation Center do not endorse any User Content or any opinion, recommendation or advice expressed therein, and CLOUDES expressly disclaims any and all liability in connection with User Content. If you are a content owner or User with concerns regarding your trademarks, copyrights, or other intellectual property rights, please contact The Human Dynamics Lab at: 1030 University Blvd. Suffolk, VA 23435; cloudes@odu.edu. If notified by a User or a content owner of User Content that allegedly does not conform to the Terms, including without limitation allegations of infringement of third-party intellectual property or proprietary rights, the CLOUDES Team, Old Dominion University, or the Virginia Modeling, Analysis and Simulation Center may investigate the allegation and determine in their sole discretion whether to remove the User Content, which it reserves the right to do at any time and without notice or liability to You. For clarity, the CLOUDES Team, Old Dominion University, and the Virginia Modeling, Analysis and Simulation Center do not permit copyright, trademark, or other intellectual

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6. Digital Millennium Copyright Act. It is CLOUDES' policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. For more information, please go to CLOUDES' [DMCA Notification Guidelines](#). The CLOUDES Team will promptly terminate without notice your access to the Website if You are determined by the CLOUDES Team, Old Dominion University or the Virginia Modeling, Analysis and Simulation Center to be a "repeat infringer." A repeat infringer is a User who has been notified by the CLOUDES Team of infringing activity violations more than twice and/or who has had User Content or any other user-submitted content removed from the Website more than twice.

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1. (a) the sale or rental of (i) any part of the Licensed Educational Content, (ii) any derivative works based at least in part on the Licensed Educational Content, or (iii) any collective work that includes any part of the Licensed Educational Content;
2. (b) the sale of access or a link to any part of the Licensed Educational Content without first obtaining informed consent from the buyer that the buyer is aware that the Licensed Educational Content, or such part thereof, is available at the Website free of charge;
3. (c) providing training, support, or editorial services that use or reference the Licensed Educational Content in exchange for a fee; and
4. (d) the sale of advertisements, sponsorships, or promotions placed on the Licensed Educational Content, or any part thereof, or the sale of advertisements, sponsorships, or promotions on any website or blog containing any part of the Licensed Educational Material, including without limitation any "pop-up advertisements".

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8.2 use the Website for any purposes other than to disseminate or receive original or appropriately licensed content and/or to access the Website as such services are offered by CLOUDES;

8.3 rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any Materials (as defined in Section 11, below);

8.4 post, upload, or distribute any defamatory, libelous, or inaccurate User Content or other content;

8.5 post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;

8.6 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Website accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Website, or perform any other similar fraudulent activity;

8.7 delete the copyright or other proprietary rights notices on the Website, Licensed Educational Content, Licensed Educational Code, or User Content;

8.8 assert, or authorize, assist, or encourage any third party to assert, against the CLOUDES Team, Old Dominion University or the Virginia Modeling, Analysis and Simulation Center or any of its affiliates or licensors, any patent infringement or other intellectual property infringement claim regarding any Licensed Educational Content, Licensed Educational Code, or User Content You have used, submitted, or otherwise made available on or through the Website;

8.9 make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Website. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

8.10 use the Website for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

8.11 defame, harass, abuse, threaten or defraud Users of the Website, or collect, or attempt to collect, personal information about Users or third parties without their consent;

8.12 remove, circumvent, disable, damage or otherwise interfere with security-related features of the Website, Licensed Educational Content, Licensed Educational Code, or User Content, features that prevent or restrict use or copying of any content accessible

through the Website, or features that enforce limitations on the use of the Website, Licensed Educational Content, Licensed Educational Code, or User Content;

8.13 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

8.14 modify, adapt, translate or create derivative works based upon the Website or any part thereof, except and only to the extent expressly permitted by the CLOUDES Team, Old Dominion University and the Virginia Modeling, Analysis and Simulation Center herein or to the extent the foregoing restriction is expressly prohibited by applicable law; or

8.15 intentionally interfere with or damage operation of the Website or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

Fees; Payments.

9.1 Fees. CLOUDES may now, or in the future, charge fees for access to and use of the Website, or certain features thereof ("**Fees**"). You agree to pay all Fees and charges specified for such features. All Fees are exclusive of applicable taxes (e.g. sales, use, or value-added tax), unless otherwise stated, and you are solely responsible for the payment of any such taxes that may be imposed on your use of the Website.

9.2 Payment Methods. Old Dominion University will charge the Fee, if any, and other additional fees or donations you authorize, to the PayPal account or credit card you designate. You authorize the credit card or PayPal account you designate to pay any amounts described herein and authorize Old Dominion University, or any other company that acts as a billing agent for CLOUDES, to continue to attempt to charge all sums described herein to your credit card or PayPal account until such Fees are paid in full. You agree to provide CLOUDES updated information regarding your credit card and PayPal account upon CLOUDES' request, and any time the information earlier provided is no longer valid. If payment is not received by CLOUDES from your credit card issuer or PayPal, you agree to pay all amounts due upon demand by CLOUDES.

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9.4 Changes in Price; No Refunds. CLOUDES may at any time, upon notice required by applicable law, change the price of the Website or any features thereof, institute new charges or fees, or charge a fee for the Website or any part thereof where a fee was not previously charged. All Fees relating to the Website, including any Fees charged for access to the Website, are final and nonrefundable.

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12. **Termination.**

12.1 Termination by CLOUDES. You agree that the CLOUDES Team, Old Dominion University and the Virginia Modeling, Analysis and Simulation Center, in their sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with CLOUDES or your use of the Website and remove and discard all or any part of your account, User profile, and any User Content, at any time. CLOUDES may also in its sole discretion and at any time discontinue providing access to the Website, or any part thereof, with or without notice. You agree that any termination of your access to the Website or any account You may have, or portion thereof, may be affected without prior notice, and You agree that the CLOUDES Team, Old Dominion University and the Virginia Modeling, Analysis and Simulation Center will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive or

illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies the CLOUDES Team, Old Dominion University and the Virginia Modeling, Analysis and Simulation Center may have at law or in equity. As discussed herein, the CLOUDES Team, Old Dominion University and the Virginia Modeling, Analysis and Simulation Center do not permit copyright, trademarks, or other intellectual property infringing activities on the Website, and will terminate access to the Website, and remove all User Content or other content submitted, by any Users who are found to be repeat infringers.

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13. **Indemnification.** You agree to indemnify, defend, and hold harmless the CLOUDES Team, Old Dominion University and the Virginia Modeling, Analysis and Simulation Center, its affiliated institutions, contractors, employees, agents and its third-party suppliers, licensors, and partners (“**CLOUDES Indemnitees**”) from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of any use or misuse of the Website, any violation of the Terms, or any breach of the representations, warranties, and covenants made herein, whether by You or by any Child Member associated with you if you are a Parent Member. The CLOUDES Team, Old Dominion University and the Virginia Modeling, Analysis and Simulation Center reserve the right, at your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify the CLOUDES Team, Old Dominion University and the Virginia Modeling, Analysis and Simulation Center, and You agree to cooperate with the CLOUDES Team, Old Dominion University and the Virginia Modeling, Analysis and Simulation Center’s defense of these claims. The CLOUDES Team, Old Dominion University and the Virginia Modeling, Analysis and Simulation Center will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

14. **Disclaimers; No Warranties.**

14.1 No Warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, the CLOUDES Team, Old Dominion University and the Virginia Modeling, Analysis and Simulation Center, and its affiliates, partners, LICENSORS and SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ALL WITH REGARDS TO THE WEBSITE. No advice or information, whether oral or written, obtained by You from CLOUDES or through the Website will create any warranty not expressly stated herein. You expressly acknowledge that, as used in this Section 14, the term CLOUDES includes the CLOUDES Team, Old Dominion University and the Virginia Modeling, Analysis and

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15.3 Reference Sites. THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED on any reference sites or otherwise BY THIRD PARTIES OTHER THAN CLOUDES AND RECEIVED THROUGH OR ADVERTISED ON THE WEBSITE OR RECEIVED THROUGH ANY reference sites.

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16. Miscellaneous.

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deemed given twenty-four hours after email is sent, unless CLOUDES is notified that the email address is invalid. Alternatively, we may give You legal notice by mail to a postal address, if provided by You through the Website. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the Website is deemed given 30 days following the initial posting.

16.2 Waiver. The failure of CLOUDES to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by the authorized CLOUDES Team member, Old Dominion University or the Virginia Modeling, Analysis and Simulation Center's designated authority.