

Terms of Use

Welcome to Placer Connect, a product of the Transition Age Youth Housing Collaborative (TAYHC), a platform to help those who are 18-24 years of age to find roommates in Placer County. This Terms of Use Agreement ("Terms of Use" or this "Agreement") sets forth the legally binding terms for your use of the Placer Connect Service. By using the PLACER CONNECT Service, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the PLACER CONNECT Service) or you are a "Member" (which means that you have logged into the PLACER CONNECT Service, whether through Facebook or some other means). The term "User" refers to a Visitor or a Member.

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the Terms of Use's effective date. Your continued use of the PLACER CONNECT Service after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not use or access the PLACER CONNECT Service. It is your responsibility to regularly review these Terms of Use.

Registration Obligations

In order to use the PLACER CONNECT Service, you agree to: (a) provide to us, either directly or through the Facebook login system, true, accurate, current and complete information about yourself as prompted by the PLACER CONNECT Service registration and login process (such information being the Registration Data) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. By using the PLACER CONNECT Service, you represent and warrant that (a) you are 18 to 24 years of age and (b) your use of the PLACER CONNECT Service does not violate any applicable law or regulation. Registration Data and other information about you are subject to our Privacy Policy - for more information, see our full Privacy Policy.

User Account

You will create an account during the PLACER CONNECT Service registration process. You are responsible for maintaining your account, and you are solely responsible for all activities that occur under your account. You agree to (a) immediately notify PLACER CONNECT of any unauthorized use of your account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. PLACER CONNECT will not be liable for any loss or damage arising from your failure to comply with the provisions of this paragraph. You agree not to use the account of another Member at any time.

Non-Commercial Use

The PLACER CONNECT Service is provided for your personal use only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved in advance by PLACER CONNECT. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles without notice and may result in termination of Membership privileges. Use of the PLACER CONNECT Service, or of any data or information accessed or provided through the PLACER CONNECT Service, for any commercial purpose, or by any commercial entity, is expressly prohibited.

You agree not to use or launch any automated system or scripts, including without limitation, "robots," "spiders," "offline readers," etc., to access the PLACER CONNECT Service or to "scrape," "harvest," or otherwise retrieve, any data, documents, content or other information from the PLACER CONNECT Service. You further agree not to collect or harvest any personally identifiable information, including account names or email addresses of Members, from the PLACER CONNECT Service, nor to use the communication systems provided by the PLACER CONNECT Service for any commercial solicitation purposes. You agree not to solicit any users of the PLACER CONNECT Service with respect to their Member profiles or Content. Notwithstanding the foregoing, PLACER CONNECT grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials. PLACER CONNECT reserves the right to revoke rights granted herein either generally or in specific cases.

Appropriate legal action will be taken for any illegal or unauthorized use of the PLACER CONNECT Service (including illegal or unauthorized use of any data or information accessed or provided through the PLACER CONNECT Service).

Member Conduct

You agree that you may not use the PLACER CONNECT Service in any unlawful manner or in any other manner that could damage, disable, overburden or impair the PLACER CONNECT Service. In addition, you agree not to use the PLACER CONNECT Service to:

- upload, post, email, transmit or otherwise make available any content that we deem to be harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, including but not limited to, a PLACER CONNECT official, create a false identity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt,

destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- intimidate, stalk or harass another;
- harm minors in any way;
- use or attempt to use another's account, service or system without authorization from the Company;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the PLACER CONNECT Service; or
- upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

Member Content Posted on the PLACER CONNECT Service

You are solely responsible for the media, files, electronic documents, photos, profiles, questions, answers, comments, ratings, reviews, descriptions and other content that you create, publish or display (hereinafter, "post") on or through the PLACER CONNECT Service, or transmit to other Members (collectively the "Content"). PLACER CONNECT does not endorse and has no control over the Content. Content is not necessarily reviewed by PLACER CONNECT prior to posting and does not necessarily reflect the opinions or policies of PLACER CONNECT.

PLACER CONNECT reserves the right to reject, refuse to post, or remove any Content at any time, without prior notice, in its sole discretion, and for any purpose, including but not limited to, for violations of these Terms of Use. PLACER CONNECT assumes no responsibility for monitoring the PLACER CONNECT Service for inappropriate Content or conduct. If at any time PLACER CONNECT chooses, in its sole discretion, to monitor the PLACER CONNECT Service, PLACER CONNECT nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.

By posting Content to any part of the PLACER CONNECT Service, you automatically grant to the Company an irrevocable, perpetual, non-exclusive, transferable, fully-paid, royalty-free, worldwide license to use, modify, copy, perform, display, reformat, translate, excerpt (in whole or in part) and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. You understand that, under the foregoing license grant, PLACER CONNECT and its sublicensees may make commercial use of your Content in whatever manner it or they deem appropriate, and you shall not be entitled to receive any fee, royalty, payment, compensation or remuneration of any kind in connection with such commercial use by PLACER CONNECT and/or its sublicensees.

By posting Content to any part of the PLACER CONNECT Service, you represent and warrant that: (i) you own the Content posted by you on or through the PLACER CONNECT Service or otherwise have the right to grant the license set forth in the preceding paragraph, and (ii) the posting of your Content on or through the PLACER CONNECT Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person, or contain libelous, defamatory or otherwise unlawful material. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content posted by you to or through the PLACER CONNECT Service.

You understand that by using the PLACER CONNECT Service, you may be exposed to Content that is 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 PLACER CONNECT with respect thereto, and agree to indemnify and hold PLACER CONNECT, its owners/operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the PLACER CONNECT Service.

Under no circumstances will PLACER CONNECT be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the PLACER CONNECT Service. PLACER CONNECT makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material or information that you transmit to other Members.

You acknowledge and agree that PLACER CONNECT may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Use; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of PLACER CONNECT, its Users and/or the public. You understand that the technical processing and transmission of the PLACER CONNECT Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

PLACER CONNECT's Proprietary Rights

Except for (a) Content posted by you or (b) intellectual property belonging to you, all content on the PLACER CONNECT Service, including but not limited to design, text, graphics, academic data, course materials, documents, messages, ratings, reviews, other files, and their selection and arrangement (collectively, "PLACER CONNECT Content") are the proprietary property of the PLACER CONNECT or its licensors, with all rights reserved. You acknowledge and agree that the PLACER CONNECT Content is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, including laws covering data access and data compilations. No PLACER CONNECT Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, incorporated into any derivative works or compilations, posted, transmitted, rented or sold in any form or by any means, in whole or in part, without the

Company's prior written permission. You may not republish PLACER CONNECT Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation. You agree not to circumvent, disable or otherwise interfere with security related features of the PLACER CONNECT Service or features that prevent or restrict use or copying of any PLACER CONNECT Content or enforce limitations on use of the PLACER CONNECT Service or the PLACER CONNECT Content therein. You agree not to access the PLACER CONNECT Service by any means other than through the interface that is provided by PLACER CONNECT for use in accessing the PLACER CONNECT Service. You agree not to reproduce, duplicate, copy, sell or resell, any portion of the PLACER CONNECT Service, use of the PLACER CONNECT Service, or access to the PLACER CONNECT Service, other than as provided within the scope of the PLACER CONNECT Service and as expressly permitted under these Terms of Use.

Trademarks

All trademarks, logos, trade dress, product names, service names, and service marks on the PLACER CONNECT Service are either trademarks or registered trademarks of PLACER CONNECT or its licensors and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

Copyright Policy

We respect the intellectual property rights of others. PLACER CONNECT does not permit copyright infringing activities and infringement of intellectual property rights on any portion of the PLACER CONNECT Service and PLACER CONNECT will remove any Content from the PLACER CONNECT Service if properly notified that such content infringes on another's intellectual property rights. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by contacting us at placerconnectinfo@gmail.com and providing us with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- 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 PLACER CONNECT to locate the material;
- Information reasonably sufficient to permit PLACER CONNECT to contact you, such as an address, telephone number, and, if available, an electronic mail;
- 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

- 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.

You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

Privacy

Use of the PLACER CONNECT Service is also governed by our Privacy Policy, which is incorporated into this Agreement by this reference.

Links to Other Websites

The PLACER CONNECT Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because PLACER CONNECT has no control over such sites and resources, you acknowledge and agree that PLACER CONNECT is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that PLACER CONNECT shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or PLACER CONNECT Service available on or through any such site or resource. If you purchase goods and services on such sites or resources or otherwise engage in commerce activities with the third parties operating such sites or resources, you acknowledge and agree that PLACER CONNECT is not a party to any such transaction or commerce activity, and any recourse you may have with respect to such transaction or commerce activity shall be exclusively with the third parties operating such sites, and not with PLACER CONNECT. PLACER CONNECT specifically disclaims any and all responsibility or liability in conjunction with any such transaction or commerce activity, including any responsibility to provide customer service or support or otherwise intervene with such third parties.

Member Disputes

You are solely responsible for your interactions with other PLACER CONNECT Members. We reserve the right, but have no obligation, to monitor interaction and disputes between you and other Members.

Disclaimers

The PLACER CONNECT Service may be temporarily unavailable from time to time for maintenance or other reasons. PLACER CONNECT assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or Member

communications. PLACER CONNECT is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or delays on account of technical problems or traffic congestion on the Internet or at any web site or combination thereof, including injury or damage to users and/or Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the PLACER CONNECT Service. Under no circumstances will PLACER CONNECT be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the PLACER CONNECT Service, any Content posted on or through the PLACER CONNECT Service or transmitted to Members, or any interactions between users, whether online or offline.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE PLACER CONNECT SERVICES IS AT YOUR SOLE RISK. THE PLACER CONNECT SERVICE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. PLACER CONNECT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

PLACER CONNECT MAKES NO WARRANTY THAT (i) THE PLACER CONNECT SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE PLACER CONNECT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLACER CONNECT SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PLACER CONNECT SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE PLACER CONNECT SERVICE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLACER CONNECT SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PLACER CONNECT OR THROUGH OR FROM THE PLACER CONNECT SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

Limitation on Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PLACER CONNECT SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PLACER CONNECT IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PLACER CONNECT SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLACER CONNECT SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PLACER CONNECT SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE PLACER CONNECT SERVICE.

Indemnity

You agree to indemnify and hold PLACER CONNECT its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, or demand, including reasonable attorney's fees, arising out of any claim, action, investigation or proceeding made or instituted by any third party due to or arising out of your use of the PLACER CONNECT Service in violation of this Agreement or your violation of any law or the rights of a third party.

Governing Law and Venue

By visiting or using the PLACER CONNECT Service, you agree that the laws of the State of California, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and PLACER CONNECT or any of its affiliates.

Any controversy, claim or dispute relating in any way to the PLACER CONNECT Service (including your visit to or use of the PLACER CONNECT Service) shall be submitted to confidential arbitration in California, except that, to the extent you have in any manner violated or threaten to violate PLACER CONNECT or any of its affiliates' proprietary or intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court of competent jurisdiction. For the purpose of such relief, you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, non-exclusive venue and jurisdiction in the state and federal courts of California.

Arbitration under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms of Use shall be joined to an arbitration involving any other party subject to these Terms of Use, whether through class arbitration proceedings or otherwise. Any claim, action or proceeding by you related in any way to the PLACER CONNECT Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

International Use

PLACER CONNECT is intended for United States residents only and international users will not be supported.

Term and Termination

PLACER CONNECT, in its sole discretion and without prior notice, may terminate your account (or any part thereof) or use of the PLACER CONNECT Service, and remove and discard any of your information, data and files in your account within the PLACER CONNECT Service, for any reason, including, without limitation, for lack of use, or if PLACER CONNECT believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Use. PLACER CONNECT may also in its sole discretion and at any time modify or discontinue providing the PLACER CONNECT Service, or any part thereof, with or without notice. You agree that PLACER CONNECT shall not be liable to you or any third-party for any termination of your access to the PLACER CONNECT Service.

Even after Membership is terminated, this Agreement and our Privacy Policy will remain in effect. Further, PLACER CONNECT may continue to store and use any data or information about you previously provided or collected by PLACER CONNECT, in accordance with the terms of the Privacy Policy.

Other

This Agreement, together with our Privacy Policy, constitutes the entire agreement between you and PLACER CONNECT regarding the use of the PLACER CONNECT Service. The failure of PLACER CONNECT to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The paragraph titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of the Terms of Use is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.