

Fed Café Terms of Service

May 2013 – VERSION FOR PILOT PROJECT

Introduction

These Terms of Service ("Terms" or "TOS") govern your access to and use of the services on FedCafe.org online community ("site"), including email notifications, and any information, text, graphics, or other materials uploaded or appearing on the site (collectively referred to as "Content"). Your access to and use of the site are conditioned on your acceptance of and compliance with these Terms. By accessing, registering, or using the site, you acknowledge that you have read, understood, and agree to be bound by these Terms.

These Terms are an agreement between the Network of Schools of Public Policy, Affairs, and Administration ("NASPAA", "FedCafe", "Sponsor", "we", or "us") and site users ("You" or "User") (together, "the Parties") and apply to users regardless of affiliation (employed by a federal agency, employed by an institution of higher education, student at an institution of higher education, or other). BY DOWNLOADING, ACCESSING OR USING ANY PART OF THE SITE, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY THIS TERMS OF SERVICE AGREEMENT. IF YOU VISIT THE SITE OR REGISTER A PROFILE, YOU EXPRESSLY ACCEPT THE TERMS OF THIS AGREEMENT. **IF YOU DO NOT AGREE TO THESE TERMS, YOU DO NOT HAVE OUR AUTHORIZATION TO ACCESS OR USE ANY PORTION OF THE SITE.**

This Site is offered only to users 18 years of age or older. You represent and warrant to the Sponsor that you are at least 18 years of age and have the power and authority to enter into this Agreement.

Employees of U.S. federal government agencies are required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethics; privacy and security; accessibility; federal records; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; and governing law and dispute resolution forum.

Employees of agencies at other levels of government in the United States of America must comply with their own State or local laws and regulations.

Basic Terms

You are responsible for your use of the Site, for any Content you post to the Site, and for any consequences thereof. The Content you submit or post will be able to be viewed by other registered Site users. You should provide only Content that you are comfortable sharing with others under these Terms.

You may use the Site only if you can agree to these Terms and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Site on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Site only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Sponsor may update, upgrade, expand, or otherwise change the Site from time to time without prior notice to you. In addition, the Sponsor may stop (permanently or temporarily) providing the Site (or any features within it) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use at our sole discretion at any time without prior notice to you.

Non-commercial use

The Sponsor, NASPAA, is a 501c3 non-profit educational organization, and intends the Site to be used solely for non-commercial and educational purposes. The Sponsor will not serve or display any commercial advertisements or solicitations anywhere on the Site, and reserves the right to delete any Content that appears to be commercial or otherwise counter to the Site's educational purpose. Sponsor also reserves the right to suspend the account of any User engaging in any commercial activity, using the Site to solicit commercial activity, or attempting to counter the Site's educational purpose, at its determination.

Site Fees

The Sponsor provides the Site at no charge to Users, and intends to continue this as long as the Site remains active. However, the Sponsor reserves the right to review this policy as necessary.

Representation

Users who are employees of government agencies agree that they are using the Site as an individual, representing themselves in their professional capacity, not the agency itself, as authorized and as consistent with their terms of employment. Government employees are individually responsible for the Content they upload and all communications they write. Agency employers are not responsible or liable for users' Content. Government employees also agree that they are using the Site solely in furtherance of their agency's public purpose.

Users who are employees or students at U.S. academic institutions agree that they are using the Site as an individual, representing themselves in their professional capacity, not the institution itself, as authorized and as consistent with their terms of employment or enrollment. Students and academic employees are individually responsible for the Content they upload and all communications they write. Academic institutions are not responsible or liable for employee or student users' Content. Academic employees and students also agree that they are using the Site solely in furtherance of their institution's purpose and/or their academic program, and will not personally profit from Use.

Privacy

Any information that you provide to the Site is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Site you consent to the collection and use of this information (as set forth in the Privacy Policy). As part of providing you the Site, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Site and your Site account, which you may not be able to opt-out from receiving.

Except as described herein, any communication which you post on the Site, either as a public comment or directly to another User, should not be considered to be confidential.

Security

The Sponsor will, in good faith, exercise due diligence using generally accepted practices for IT security, to ensure that the Site is operated and maintained in a secure manner, and that management, operational and technical controls are employed to ensure security of the system and Content. The Sponsor agrees to discuss implementing additional security as deemed necessary by participating US Government Agencies to conform to the Federal Information Security Management Act (FISMA).

You are responsible for safeguarding the password that you use to access the Site and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols). The Sponsor cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.

Content

All Content, whether posted on the Site or privately transmitted between Users, is the sole responsibility of the person who originated such Content. Sponsor reserves the right, but is under no obligation, to monitor the Content posted on the site. Any use or reliance on any Content or materials posted on the Site or obtained by you through the Site is at your own risk.

For purposes of use and ownership, the Fed Café includes three types of User-submitted Content:

- 1) **"Items"** are when a User summarizes, describes, or links to an article, dataset, research, or similar that is posted or housed outside the Site.
- 2) **"Comments"**, which are collectively comments posted to any Item, any entry in the "Q&A" section, or a message to another User, which reside solely or primarily on the Site.
- 3) **"Responses"**, which are Users' posted or submitted responses and answers to Microtasks posted by either the Sponsor or other Users.

Use of Content

You are responsible for your use of the Site, for any Content you provide, and for any consequences thereof. Sponsor will not be responsible or liable for any use of your Content in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

NASPAA has no intention or plans to publish or distribute Users' Items, Comments or Responses. Nonetheless, you grant NASPAA a perpetual, worldwide, non-exclusive, royalty-free license to use, copy, reproduce, distribute, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods. You agree that NASPAA has the ability to use your content; we may modify or adapt your Content as is necessary to conform and adapt it to any requirements or limitations of any networks, devices, services or media. We may retain archived copies of your Content.

All Content, including text and media files, that is created or uploaded by the Sponsor is the sole property of NASPAA, the Content provider, or copyright owner.

Removal of Content

You acknowledge and agree that the Sponsor reserves the right to remove and delete Content, at its discretion, when the Content or User violates this agreement, as specified herein. You have the right to remove any and all of your Content at your discretion. Sponsor will promptly remove Content upon receiving written request of the Content's creator or legally-designated representative. To request that your Content be removed, please provide us with: identification of the Content, a statement authorizing such removal, and your contact information. Contact us at: NASPAA, 1029 Vermont Ave. NW, Suite 1100, Washington, DC 20005 / fedcafe@naspaa.org.

Agreement Between Users

The purpose of the Fed Café is to promote collaboration between employees of US Government Agencies and faculty, students, and other employees of institutions of higher education, and to facilitate the sharing of research, data, articles, and similar Items for educational purposes. Any agreement made between Users to collaborate on a project, resulting from a connection made on or due to the Site, is not an implied contract and is not legally binding.

Users who respond to any posted Content, via a Comment or Response, are not entitled to any claim to attribution, citation, or credit for the use of their Comment or Response by the original Content poster, though they may reference the usage on their own (e.g., on a résumé, C.V., online portfolio, etc).

You acknowledge and agree that you are not entitled to any compensation or reimbursement, under any circumstances and at any time, for Sponsor's or other Users' use of any Content you submit, including Items, Comments, and Responses. You agree that your Content submission is gratuitous.

Federal Records

The Sponsor acknowledges that Content uploaded by US Government Agency Users may meet the definition of Federal records. If the Sponsor holds Federal records, the Sponsor and participating agencies must manage Federal records in accordance with all applicable records management laws and regulations, including but not limited to the Federal Records Act, and regulations of the National Archives and Records Administration. Managing the records includes, but is not limited to, secure storage, retrievability, and proper disposition of all Federal records including transfer of permanently valuable records to NARA in a format and manner acceptable to NARA at the time of transfer. Participating agencies are responsible for ensuring that the Sponsor is compliant with applicable records management laws and regulations through the life and termination of its use of the Site.

Your License To Use the Services

Sponsor gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Site. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Site as provided by the Sponsor, in the manner permitted by these Terms.

Endorsement

The Sponsor agrees not to display any US Government Agency name, seal, or logos on the Site unless permission to do has been granted. Any display of an Agency's name, seal or logo will be used solely to indicate that the Agency is participating in the Site (i.e. has authorized its designated employees to Use the site). Any mention of an Agency or use of the Site by its employees shall not be used by NASPAA in such a manner as to state or imply Agency sponsorship of the site, or that the Agency endorses any NASPAA initiative other than the Site.

Nothing in these Terms implies the creation of a partnership, joint venture, or other business relationship between the Parties, or between the Sponsor and Users' employer.

Sponsor's Rights

All right, title, and interest in and to the Site (excluding Content provided by users) are and will remain the exclusive property of NASPAA and its contracted Site developers. The Site is protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Fed Café name or any of its logos, domain names, and other distinctive features unless granted by NASPAA. Any feedback, comments, or suggestions you may provide regarding the Site

is entirely voluntary, and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Restrictions on Content and Use of the Site

We reserve the right at all times (but will not have an obligation) to monitor content on the Site and to remove any Content on the Site, and to suspend or terminate users, without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of the Sponsor, Site users, their employers, and the public.

You are responsible for your Content, communications, and your use of the Site. **You may not, under any circumstances** post or transmit any Content or message which (a) is libelous or defamatory, or is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or invasive of another's privacy; (b) is indecent, obscene, or profane; (c) is irrelevant to the purposes of the Site or any discussion therein; (d) is misleading, deceptive or fraudulent or otherwise illegal, or suggest, encourage, or promote illegal activities; (e) is an advertisement or solicitation of any kind; (f) is partisan or ideological; (g) includes personal or identifying information about another person without that person's explicit consent; (h) falsifies its source or origin; (i) infringes, violates or misappropriates any third party's intellectual property rights or other proprietary rights or contractual rights.

The Sponsor reserves the right to delete (or to take such action as it deems appropriate) comment that is generally understood to be any of the following: hateful or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation, or age, or is otherwise objectionable or offensive.

You may not do any of the following while using the Site:

(a) threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; (b) intercept or attempt to intercept private communications not intended for you; (c) impersonate any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity; (d) delete any author attributions, legal notices or proprietary designations or labels in Content that you upload to the Site; (e) use the Site in a manner that adversely affects its availability to other Users; (f) Collect, use or disclose data, including personal information, about other users without their consent; (g) copy, or otherwise provide to a person who is not a Site User any Content other than for professional, noncommercial purposes (except as otherwise expressly permitted by the Sponsor; (h) act, or fail to act, in your use of the Site, in a manner that is contrary to applicable law or regulation; or (i) engage in any other activity deemed by the Sponsor to be in conflict with the spirit or intent of these Terms.

In addition, you may not do any of the following:

(i) access, tamper with, or use non-public areas of the Site or the technical delivery systems of the Site's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures, unless explicitly authorized to do so; (iii) access or search or attempt to access or search the Site by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by the Sponsor (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement; (iv) interfere or attempt to interfere with the proper working of this Site, or attempt to prevent the access

of any user, host or network, including, without limitation, overloading, flooding, or spamming the Site, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Site; (v) upload Content that contains a software virus or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware.

You additionally agree not to use automated means, including spiders, robots, crawlers, or the like to download Content from this Site, except to allow U.S. Government Agencies to apply such tools solely to their employee users' Content, in order to fulfill any obligations under the Federal Records Act or other applicable federal law or regulation.

Copyright Infringement

NASPAA respects the intellectual property rights of others and expects users of the Site to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied or manipulated in a way that constitutes copyright infringement, please provide us with the following information: (i) identification of the copyrighted work claimed to have been infringed and of the material that is claimed to be infringing; (ii) your contact information, including your address, telephone number, and email; (iii) a statement by you 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.

We reserve the right to remove Content alleged to be infringing without prior notice, at our discretion, and without liability to you. In appropriate circumstances, NASPAA also reserves the right to terminate a user's account for any copyright violation. Our designated copyright agent for notice of alleged copyright infringement is: NASPAA, 1029 Vermont Ave. NW, Suite 1100, Washington, DC 20005 / fedcafe@naspaa.org.

Ending These Terms

The Terms will continue to apply until terminated by either you or Sponsor as follows:

You may end your legal agreement with the Sponsor at any time, for any reason, by deactivating your account and discontinuing your use of the Site. You do not need to specifically inform NASPAA when you stop using the Site.

We may suspend or terminate your accounts or cease providing you with all or part of the Site at any time if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Site is no longer fiscally viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account.

If the Sponsor is unable to maintain the site, these Terms shall terminate, including your license to use the Site, except that the following sections on Limitation of Liability shall continue to apply.

Disclaimers and Limitations of Liability

Please read this section carefully since it limits the liability of NASPAA and its employees and officers.

Each of the subsections below applies only up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited. These Terms do not grant

the Sponsor a waiver from, release of, or limitation of liability pertaining to any past, current or future violation of federal law.

The Site is Available "As-Is"

Your access to and use of the Site or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, NASPAA DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

NASPAA makes no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Site or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Site or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Site; and (iv) whether the Site will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from NASPAA or through the Site will create any warranty not expressly made herein.

Informational Purposes Only

The Content presented on the Site, provided by Users or by the Sponsor, is presented for informational purposes only, which should not be construed as advice. No advice or information obtained by you from another User or from the Site shall create any warranty not expressly stated in this Agreement. The Content may contain information on legal, financial, educational, or employment topics. The Sponsor makes no assurance that any information touching on these, or other, topics is true or correct. The Content cannot substitute for professional advice.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content posted on the Site, or endorse any opinions expressed by a User. You understand that by using the Site, you may be exposed to Content that might be inaccurate or incomplete, or in some cases, postings that have been mislabeled. NASPAA does not warrant the validity, accuracy, or availability of the Content and Users' advice provided, and will not be liable for any damages sustained by you due to reliance on such information, or for any loss incurred as a result of the use of any Content posted, or due to any errors or omissions in any Content.

Links

The Services may contain links to governmental and non-governmental websites or resources. You acknowledge and agree that the Sponsor is not responsible or liable for the availability or accuracy of such websites or resources, or for the content or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the Sponsor of such websites or resources or the content or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NASPAA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY

TO ACCESS OR USE THE SITE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SITE; (iii) ANY CONTENT OBTAINED FROM THE SITE; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF NASPAA EXCEED \$100.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT NASPAA HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

General Terms

A. Waiver and Severability

The failure of the Sponsor to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

B. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the District of Columbia without regard to or application of its conflict of law provisions or your state of residence. All claims, legal proceedings or litigation arising in connection with the Site will be brought solely in the federal or state courts located in the District of Columbia, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Site in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the District of Columbia (excluding choice of law).

C. Entire Agreement

These Terms and our Privacy Policy are the entire and exclusive agreement between NASPAA and you regarding the Site, and these Terms supersede and replace any prior agreements between NASPAA and you regarding the Site. We may revise these Terms from time to time. If the revision, in our sole discretion, is material we will send a notice to the email associated with your account. By continuing to access or use the Site after those revisions become effective, you agree to be bound by the revised Terms.

These Services are operated and provided by NASPAA. If you have any questions about these Terms, please contact us.