

## **TERMS OF USE for THE TRAVELING DIARY TOUR™: SMITH COLLEGE EDITION**

These terms are effective immediately and may be updated as necessary.

These Terms of Use govern your use of The Traveling Diary Tour™ platform ("Platform"), The Traveling Diary Tour™: Smith College Edition, The Traveling Diary: Smith College Edition submissions, and all affiliated programming (collectively, the "Project"). When you submit to The Traveling Diary Tour™ platform, Traveling Diary Tour: Smith College Edition, or attend affiliated programming, you agree to these terms.

The Traveling Diary Tour™ and all iterations of the Traveling Diary is a Monkey Bread Publishing Inc., product. These Terms of Use associated with Traveling Diary: Smith College Edition constitute an agreement between you and Monkey Bread Publishing Inc. ("MBP").

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND MONKEY BREAD PUBLISHING INC. WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. EXCEPTIONS AND THE OPT OUT OF ARBITRATION PROCESS ARE DETAILED BELOW.

### **1. The Traveling Diary Tour™ Platform**

MBP agrees to provide you with access to The Traveling Diary Tour™: Smith College Edition ("Service"). The Service includes all of The Traveling Diary Tour™ products, features, applications, services, technologies, and gatherings that advance our mission: To provide spaces of belonging and creativity for women who seek unique engagement and who prefer our solution over available alternatives because we foster authenticity. The Service is made up of the following aspects:

- (a) Opportunities to create, connect, communicate, discover, and share via a community of stories related to lived experiences.
- (b) A positive, inclusive, and safe environment. MBP will work to combat any abuse and violations of our Terms and Policies, as well as harmful and deceptive behavior. This is a community of trust.
- (c) MBP will make best efforts to try to keep the Platform secure and may share information about misuse or harmful content with law enforcement.
- (d) MBP respects your rights and will operate with a data policy respectful of your rights.

### **2. Your Commitments**

MBP wants our Service to be as open and inclusive as possible, but MBP also wants it to be safe, secure, and in accordance with the law. In return for our commitment to provide the Service, MBP requires you to make the below commitments to us:

- (a) You must be at least 18 years old.
- (b) You must provide a current and accurate mailing address and telephone number.
- (c) You must not be prohibited from receiving any aspect of our Service under applicable laws or engaging in payments related Services if you are on an applicable denied party listing.
- (d) You must not be a convicted sex offender.

### **3. Unacceptable Uses of the Platform**

Providing a safe and open Service for a broad community requires that we all do our part:

- (a) You may not impersonate others or provide inaccurate information.
- (b) You are not obligated to disclose your identity, but you must provide us with accurate and up to date information (including registration information).
- (c) You may not impersonate someone else and you may not submit on behalf of someone else unless you have their express permission.
- (d) You may not do anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose.
- (e) You may not violate (or help or encourage others to violate) these Terms or our policies, including in particular The Traveling Diary Tour™: Smith College Edition Community Guidelines, The Traveling Diary Tour™: Smith College Edition Participant Consent and Release Agreement ("Release Agreement"), or The Traveling Diary Tour™: Smith College Edition platform policy.
- (f) You may not do anything to interfere with or impair the intended operation of the Service.
- (g) You may not attempt to create accounts or access or collect information in unauthorized ways. This includes, but is not limited to creating accounts or collecting information in an automated way without our express permission, photocopying the Traveling Diary: Smith College Edition, or destruction of the Traveling Diary: Smith College Edition when it is sent to you.
- (h) You may not keep any physical Traveling Diary: Smith College Edition for longer than five (5) days.
- (i) You may not attempt to buy, sell, or transfer any aspect of your membership or account (including your username) or solicit, collect, or use credentials (of any type) of other users.
- (j) You may not submit private or confidential information or do anything that violates someone else's rights, including intellectual property.

### **4. Permissions You Give to MBP**

As part of our agreement, you also give MBP permissions that we need to provide the Service:

- (a) All of the terms of the Release Agreement are incorporated herein for reference and by submitting to the Platform and all of its affiliates you accept the terms of such.
- (b) By submitting content, you grant Smith College and Monkey Bread Publishing Inc. ("Sponsors") a non-exclusive, limited license to use your content solely for the

administration, archival, and promotion of The Traveling Diary Tour™: Smith College Edition. All ownership rights remain with The Traveling Diary (owned by MBP).

- (c) When you submit content that is covered by intellectual property rights (such as writings, photos, or videos) on or in connection with our Service, you hereby grant to Sponsors a non-exclusive, royalty-free, non-transferable, non-sublicensable, project-specific license to host, use, and display your content solely for the purposes of the Smith College Edition. Any further use requires your explicit written consent and the approval of The Traveling Diary (MBP).
- (d) You give Sponsors permission to show your name, any submitted pictures, and your Project submission without any compensation to you.
- (e) All content submitted to the Platform remains the exclusive property of The Traveling Diary (owned by MBP). Sponsors act solely as facilitators and administrators for project purposes.

## **5. Additional Rights Monkey Bread Publishing Inc. Retains**

- (a) MBP retains all rights to our content.
- (b) You can only use MBP intellectual property and trademarks or similar marks as expressly permitted by the Community Guidelines or with prior written permission of MBP.

## **6. Community Removal**

- (a) MBP reserves the right to remove any content or information you share on the Platform if we determine that it violates these Terms of Use, our policies (including The Traveling Diary Tour™: Smith College Edition Community Guidelines), or we are permitted or required to do so by law.
- (b) MBP reserves the right to stop providing all or part of the Service to you (including terminating your access to the community) immediately to protect our community or services, if you create risk or legal exposure for us, violate these Terms of Use or our policies (including the Community Guidelines), if you repeatedly infringe other people's intellectual property rights, misuse community members personal information, or where we are permitted or required to do so by law.

## **7. This Agreement**

- (a) If any aspect of this Agreement is unenforceable, the rest will remain in effect.
- (b) Any amendment or waiver to this Agreement must be in writing and signed by MBP. If MBP fails to enforce any aspect of this agreement, it will not be a waiver.
- (c) MBP reserves all rights not expressly granted to you.

## **8. Rights Under this Agreement**

- (a) This Agreement does not give rights to any third parties.
- (b) You cannot transfer your rights or obligations under this agreement without our express written consent.

- (c) MBP's rights and obligations can be assigned to others. For example, if ownership changes (as in a merger, acquisition, or sale of assets) or by law.

## **9. Responsibilities**

- (a) Service is provided "as is," and MBP may not guarantee it will be safe and secure or will work perfectly all the time. TO THE EXTENT PERMITTED BY LAW, MBP ALSO DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- (b) MBP does not control what people and others do or say, and is not responsible for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content).
- (c) MBP is not responsible for services and features offered by other people or companies, even if you access them through our Service.
- (d) MBP's responsibility for anything that happens on the Service (also called "liability") is limited as much as the law will allow. You agree that MBP is not responsible for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms. This includes when or if Sponsors use your content. Sponsors' aggregate liability arising out of or relating to these Terms will not exceed the greater of \$100.
- (e) You agree to defend (at our request), indemnify and hold harmless MBP from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with these Terms or your use of the Service. You will cooperate as required by MBP in the defense of any claim.
- (f) MBP reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

## **10. How We Will Handle Disputes.**

- (a) Except as provided below, you and MBP agree that any cause of action, legal claim, or dispute between you and MBP arising out of or related to these Terms or the Project ("claim(s)") must be resolved by arbitration on an individual basis. Class actions and class arbitrations are not permitted; you and MBP may bring a claim only on your own behalf and cannot seek relief that would affect other Traveling Diary users and/or participants. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this provision's limitations, then only that claim (or only that request for relief) may be brought in court.
- (b) All other claims (or requests for relief) remain subject to this provision.
- (c) Instead of using arbitration, you or MBP can bring claims in your local "small claims" court, if the rules of that court will allow it. If you don't bring your claims in small claims court (or if you or MBP appeal a small claims court judgment to a court of general jurisdiction), then the claims must be resolved by binding, individual arbitration. The

American Arbitration Association will administer all arbitrations under its Consumer Arbitration Rules. You and MBP expressly waive a trial by jury.

- (d) The following claims don't have to be arbitrated and may be brought in court: disputes related to intellectual property (like copyrights and trademarks), violations of our Platform Policy, or efforts to interfere with the Service or engage with the Service in unauthorized ways. In addition, issues relating to the scope and enforceability of the arbitration provision are for a court to decide.
- (e) This arbitration provision is governed by the Federal Arbitration Act.
- (f) You can opt out of this provision within 30 days of the date that you agreed to these Terms. To opt out, you must send your name, residence address, email address or phone number you use for your submission profile, and a clear statement that you want to opt out of this arbitration agreement, and you must send them here: SUBJECT LINE: ARBITRATION OPT OUT/41 Watchung Plaza, #385, Montclair NJ 07042.
- (g) Before you commence arbitration of a claim, you must provide MBP with a written Notice of Dispute that includes your name, residence address, a copy of your submission information (i.e. narrative, picture, etc.), email address or phone number you use for your Traveling Diary submission, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute you send to us should be mailed to Monkey Bread Publishing Inc. ATTN: Traveling Diary Submission Arbitration Filing, Monkey Bread Publishing Inc 10 Ward Place, Montclair, NJ 07042. Before MBP commences arbitration, MBP will send you a Notice of Dispute to the email address you use with your The Traveling Diary Tour™: Smith College Edition account, or other appropriate means. If MBP is unable to resolve a dispute within thirty (30) days after the Notice of Dispute is received, you or MBP may commence arbitration.
- (h) You will pay all arbitration filing fees, administration and hearing costs, and arbitrator fees for any arbitration brought. If this provision is found to be invalid or not permissible by the state law, the costs and fees of arbitration shall be allocated in accordance with the arbitration provider's rules, including rules regarding frivolous or improper claims.
- (i) For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the state court of New York, New York. You also agree to submit to the personal jurisdiction of this court for the purpose of litigating any such claim.
- (j) The laws of the State of New Jersey, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.

## **11. Unsolicited Material**

We always appreciate feedback or other suggestions, but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

## **12. Updating These Terms**

We may change our Service and policies, and may need to make changes to these Terms so that they accurately reflect our Service and policies. We will notify you as required by law

to changes to these Terms. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, do not submit your material to this platform.