

# LeMoyne College Cat Observation Mobile Application Terms of Use

Last Updated: September 26th, 2023

## 1. Acceptance of Terms

By accessing or using the Cat Observation Mobile Application ("App"), provided by LeMoyne College ("We," "Us," "Our"), you agree to comply with and be bound by these Terms of Use ("Terms"). Please read these Terms carefully. If you do not agree to these Terms, please do not use the App.

## 2. Registration and Account

To use certain features of the App, you may be required to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

## 3. Use of the App

You agree to use the App in accordance with all applicable local, state, national, and international laws, rules, and regulations. You shall not, shall not agree to, and shall not authorize or encourage any third party to use the App to:

- Upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- Harm minors in any way.
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Attempt to gain unauthorized access to the App, other accounts, computer systems, or networks connected to the App.

## 4. Intellectual Property

All content included in the App, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the App, is the property of LeMoyne College or its suppliers and is protected by copyright and other laws that protect intellectual property and proprietary rights.

## 5. Data Collection and Privacy

Please refer to our Privacy Policy for information on how we collect, use, and disclose information from our users. By using the App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## 6. Termination

We reserve the right to terminate or suspend your account and access to the App, without notice, for conduct that we believe violates these Terms or is harmful to other users of the App, us, or third parties, or for any other reason in our sole discretion.

## 7. Disclaimers

The App is provided “AS IS” and “AS AVAILABLE,” without warranty of any kind, express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

## 8. Limitation of Liability

In no event shall LeMoyne College be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses) arising out of, or in connection with, your use of the App, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not we have been informed of the possibility of such damage.

## 9. Governing Law

These Terms are governed by and construed in accordance with the laws of the state of New York, without regard to its conflict of law principles.

## 10. Changes to the Terms

We may modify these Terms at any time. If we make material changes to these Terms, we will notify you by updating the date of these Terms and posting them on the App. Your continued use of the App will confirm your acceptance of the revised Terms.

## 11. Contact Information

For any questions about these Terms, please contact us at:  
Department of Biological and Environmental Sciences  
e-mail: [lusciejd@lemoyne.edu](mailto:lusciejd@lemoyne.edu)  
office: (315) 445-5487

## 12. Acknowledgment

BY USING THE APP, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.