TERMS OF USE FOR UTHSC-TV

By using or visiting the UTHSC-TV website (the "Service"), which is provided solely as an online educational service of The University of Tennessee on behalf of its Health Science Center (the "University"), you agree to the following terms and conditions (the "Terms of Use").

1. Use of the Service

The Service is to be used solely to enhance the University's primary missions of teaching, research, and service, as determined by the University in its sole discretion. The Service is not a public forum. These Terms of Use apply to all users of the Service, including users who contribute Content on the Service. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features, and other materials you may view on, access through, or contribute to the Service. Content may be contributed only by University faculty, staff, and students. The University of Tennessee hereby grants you permission to access and use the Service as set forth in these Terms of Use, provided that:

A. Other than contributing Content to the Service, you agree otherwise not to alter or modify any part of the Service.

B. You agree not to use the Service for any personal use or commercial use, including but not limited to the following:
   - the sale of access to the Service;
   - the sale of advertising, sponsorships, or promotions placed on or within the Service or its Content; or
   - the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the Service.

C. In your use of the Service, you will comply with all applicable federal, state, and local laws as well as University policies, procedures, rules, and regulations. This specifically includes, but is not limited to, University Policy IT0110 (Acceptable Use of Information Technology Resources Policy), Policy HR0580 (Code of Conduct), and the Code of Conduct for University students; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, 34 CFR Part 99; and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.

D. The University reserves the right to discontinue any aspect of the Service at any time without notice to users or Content providers.

2. Use of Content

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

A. The Content on the Service, and the trademarks, service marks, and logos ("Marks") on the Service are owned by or licensed to the University, subject to copyright and other intellectual property rights under the law.

B. Content is provided to you AS IS. The University reserves all rights not expressly granted in and to the Service and the Content.

C. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.

3. Contribution of Content to the Service

As a faculty or staff member or student of the University's Health Science Center, you may submit Content to the Service. You understand that the University does not guarantee any confidentiality with respect to any Content you submit.

A. You agree to submit only Content that is directly related to research, teaching, coursework, or clinical work within the scope of your official research, teaching, and clinical duties, as determined by the University in its sole discretion.

B. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to the University all patent, trademark, trade secret, copyright, or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Use.

C. Ownership rights to your Content are as set forth in the University's Statement of Policy on Patents, Copyrights, and Other Intellectual Property. However, by submitting Content to UTHSC-TV, you hereby grant the University a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and University's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant the University and each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your Content from the Service. You understand and agree, however, that the University may retain, but not display, distribute, or perform, server copies of your Content that has been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.

D. You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant the University all of the license rights granted herein.

E. You further agree that you will not submit to the Service any Content or other material that is contrary to the University policies, rules or regulations, which may

be updated from time to time, or contrary to applicable local, state, national, and international laws and regulations.

F. The University does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and the University will remove all Content if properly notified that such Content infringes on another's intellectual property rights. The University reserves the right to remove Content without prior notice.

4. Termination and Removal of Content

A. The University may terminate a user's access to the Service if, in the University's sole discretion, the user is determined to be a repeat infringer or repeat violator of these Terms of Use or commits a single egregious violation of the Terms of Use.

B. The University reserves the right to decide whether Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, failure to comply with the University's educational purposes for the Service, pornography, obscenity, or violation of University policy, rules, or regulations. The University may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.

5. Warranty Disclaimer

You agree that your use of the Service shall be at your sole risk. To the fullest extent permitted by law, the University, its Trustees, officers, and employees disclaim all warranties or representations about the accuracy or completeness of this site's Content or the content of any sites linked to this site and assumes no liability or responsibility for any (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damages, of any nature whatsoever, resulting from your access to and use of the Service; (c) unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (d) interruption or cessation of transmission to or from our services; (e) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through our services by any party; and (e) errors or omissions in any content or for 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 Service. The University does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by any party through the Service of any hyperlinked services or featured in any banner or other advertising. The University will not be a party to or in any way be responsible for monitoring any transaction between you and providers of Content.

6. Limitation of Liability

In no event shall the University, its Trustees, officers, or employees be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from your use of, or contribution of Content, to the Service. You specifically acknowledge that the University shall not be liable for Content or the defamatory, offensive, or illegal conduct of any party and that the risk of harm or damages from the foregoing rests entirely with you. Any

liability of the University for any claims, damages, losses, or costs arising out of or related to the Service or these Terms of Service shall be governed by the Tennessee Claims Commission Act, §§ 9-8-301 et seq. and limited to such matters as to which the Tennessee Claims Commission has jurisdiction.

The Service is controlled and offered as an educational service by the University from its facilities in the United States of America. The University makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

7. General

These Terms of Use shall be governed by Tennessee law, without respect to its conflict of laws principles. These Terms of Use constitute the entire agreement between you and the University concerning the Service. These Terms of Use do not confer any benefit upon any third party and no party claiming third-party beneficiary status shall be entitled to enforce any obligation, responsibility, or claim against the University. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and the University's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. The University reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Service following any amendment of these Terms of Use will signify your assent to and acceptance of the revised terms.