

AI Leadership Hub Slack Workspace Terms of Use

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These AI Leadership Hub Slack Workspace Terms of Use (these “**Terms**”) are between South Carolina Research Authority (“**SCRA**”, “**we**,” “**us**” or “**our**”) and either you individually or the entity you represent (“**you**” or “**your**” as applicable) for your use of the AI Leadership Hub Slack Workspace created by SCRA (the “**Workspace**”). The Workspace provides you with an opportunity to engage with members through resource and information sharing. If you are using the Workspace on behalf of a legal entity, you represent that you are authorized to enter into and agree to these Terms on behalf of that legal entity. You acknowledge and agree that the Workspace and the Slack platform is operated and hosted by Slack Technologies, LLC and its affiliates (“**Slack**”) and use thereof is subject to Slack’s User Terms of Service available at <https://slack.com/terms-of-service/user> and Slack’s Privacy Policy available at <https://slack.com/trust/privacy/privacy-policy>, each as may be updated by Slack from time to time (collectively, the “**Slack Terms**”).

PLEASE NOTE: Your access to and use of the Workspace is subject to these Terms, the Slack Terms, as well as all applicable laws. Please read these Terms carefully. If you do not accept and agree to be bound by any of these Terms or the Slack Terms, you are not authorized to access or otherwise use the Workspace or any information or content contained on the Workspace. Your access to and use of the Workspace constitutes your acceptance of and agreement to abide by each of these terms and conditions set forth below. These Terms may be changed, modified, supplemented or updated by us from time to time without advance notice, and the updated terms may be posted on the SCRA website or otherwise within the Workspace, and you will be bound by any such changed, modified, supplemented or updated Terms if you continue to use the Workspace after such changes are posted. You are encouraged to review these Terms periodically for updates and changes.

If you have any questions about these Terms, please contact us by emailing us at info@scra.org.

1. **Ownership, Use, and Sharing of the Content.**

- a. **Intellectual Property Ownership.** We, our affiliates and our licensors will own all rights, title and interest in and to the Workspace (“**SCRA IP Rights**”). Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, “**Trademarks**”).
- b. **Content Ownership.** Except as set forth in the Slack Terms, SCRA does not claim ownership of any text, documents, pictures, videos, graphics, logos, button items, images, works of authorship, materials, and other content you upload to the Workspace (“**Content**”) in its original form; however, by providing Content, you hereby grant to SCRA and its affiliates, licensees and assigns, an irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the Content in any and all media, whether now known or hereinafter created, throughout the world and for the purposes of providing the Workspace to you. By uploading, inputting, providing or submitting your Content you warrant and represent that you own or otherwise control all of the rights to your Content as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Content. The rights granted to SCRA include but are not limited to the right to aggregate, summarize, analyze, resize, crop, censor, compress, edit, feature, caption, and to otherwise alter or make use of your Content.
- c. **Content Retention.** SCRA shall have no obligation to preserve, return or otherwise make available to you or others any Content. In any event, Content will be deleted from the Workspace in accordance with the Slack Terms, but please remember that you should not rely on SCRA or Slack to store any of your Content.

2. **Privacy.**

- a. Subject to the Slack Terms, and limits under applicable law with regard to identifiable information, you understand and intend that by uploading your Content to the Workspace, you hereby waive any privacy

expectations that you may have with respect to any such Content. You hereby agree that any Content uploaded by you will be accurate and will not be intended to mislead, harm or cause damage to SCRA or any other party, and you agree to indemnify, defend and hold harmless SCRA against any and all claims, liabilities and damages caused by any Content you upload.

- b. By providing us with your Content, you represent and warrant that you have obtained any and all necessary consents from all individuals represented by, identified in, or present in your Content and are acting as an authorized agent to give consent for us to directly process all Content.

3. Accounts. You may be required to create an account with Slack in order to join the Workspace (“**Account**”). Your registration and use of your Account is subject to the Slack Terms. SCRA is not responsible for your Account and does not have access to your passwords. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify SCRA if you become aware of any unauthorized use of your Account.

4. Third Party Carriers and Sites. The Workspace communicates via internet and/or cellular data service provided by independent carriers. The internet or cellular data service provided by the independent carriers may fail or go off-line from time to time, and during any such outage the Workspace will be unable to transmit and receive information. We may not receive timely notice of the communications outage from the independent carriers. We are not obligated to provide the Workspace during any such outages. Cellular networks and internet providers may be regulated by federal and state agencies and changes in rules and regulations may require us to modify or terminate our Workspace. The Workspace may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by SCRA of the contents on such third-party websites. SCRA is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk.

5. Prohibited Use.

- a. Any use or attempted use of the Workspace (a) for any unlawful, unauthorized, fraudulent or malicious purpose, (b) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, (c) that could interfere with any other party's use and enjoyment of the Workspace, (d) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means, (e) to access systems, data or information not intended by SCRA to be made accessible to you, (f) to attempt to obtain any materials or information through any means not intentionally made available by SCRA, (g) in violation of the SCRA Community Guidelines available at scra.org/ai as updated from time to time by SCRA, or (h) for any use other than the business purpose for which it was intended, is prohibited.
- b. In addition, in connection with your use of the Workspace, you agree **you will not**:
 - (i) Upload or transmit any message, information, data, text, software or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
 - (ii) Upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
 - (iii) Upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
 - (iv) Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;

- (v) Upload or transmit any unsolicited advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes” or any other form of solicitation, commercial or otherwise;
- (vi) Violate any applicable local, state, national or international law;
- (vii) Upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
- (viii) Delete or revise any material posted by any other person or entity;
- (ix) Manipulate or otherwise display the Services by using framing, mirroring or similar navigational technology or directly link to any portion of the Workspace without SCRA’s prior written approval;
- (x) Probe, scan, test the vulnerability of or breach the authentication measures of, the Workspace or any related networks or systems;
- (xi) Harvest or otherwise collect information about others, including names, phone numbers, addresses and e-mail addresses;
- (xii) Use any robot, spider, scraper, or other automated or manual means to access the Workspace, or copy any content or information on the Workspace; or
- (xiii) Reverse compile, reverse engineer, reverse assemble, or otherwise attempt, directly or indirectly, to obtain or create source code for the Workspace for any reason.

SCRA reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing. SCRA may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Slack Terms, SCRA reserves the right at all times to disclose any information as SCRA deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in SCRA’s sole discretion.

6. Right to Monitor. SCRA neither actively monitors general use of the Workspace under normal circumstances nor exercises editorial control over the content of any third party's material created or accessible over or through the Workspace. However, SCRA does reserve the right to monitor such use at any time as it deems appropriate and to take such action as SCRA, in its sole discretion, including, without limitation, the removal of any materials which may be illegal, may subject SCRA to liability, may violate these Terms or the Slack Terms, or are, in the sole discretion of SCRA, inconsistent with SCRA’s purpose for the Workspace, or the removal of the Account associated with such materials from the Workspace.

7. Disclaimer. YOUR USE OF THE WORKSPACE IS AT YOUR SOLE RISK. THE WORKSPACE AND ALL INFORMATION AND CONTENT ON THE WORKSPACE ARE PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS, AND SCRA EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, TIMELY, ACCURATE, OR ERROR-FREE OPERATION, OR FREEDOM FROM COMPUTER VIRUS OR MALICIOUS CODE. SCRA MAKES NO WARRANTY THAT THE INFORMATION OR CONTENT IS ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY SUCH PROBLEMS WILL BE CORRECTED.

8. Limitation of Liability.

YOU UNDERSTAND AND AGREE THAT SCRA WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT ARE DIRECTLY OR

INDIRECTLY RELATED TO: (A) THE WORKSPACE; (B) YOUR ACCOUNT OR CONTENT; (C) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE WORKSPACE; (D) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (E) ANY ERRORS OR OMISSIONS IN THE WORKSPACE'S OPERATION; OR (F) ANY DAMAGE TO YOUR COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PRODUCTS, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF SCRA HAS BEEN ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES, RESULTING FROM YOUR USE OR INABILITY TO USE THE WORKSPACE, PRODUCTS AND SERVICES, CONTENT, OR INFORMATION, THE COST OF OBTAINING SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY LOSS OF DATA, INFORMATION, PRODUCTS AND SERVICES, OR STATEMENTS OR CONDUCT OF ANY THIRD PARTY, OR ANY OTHER MATTER RELATED TO THE WORKSPACE OR CONTENT, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IF, HOWEVER, A COURT OR JUDICIAL OR ADMINISTRATIVE AUTHORITY OF APPROPRIATE JURISDICTION, IN A FINAL RULING, DETERMINES THAT THIS PROVISION IS UNENFORCEABLE, OUR TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES WILL BE LIMITED TO \$100. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOU HAVE SELECTED THE WORKSPACE AND CONTENT WITH A FULL UNDERSTANDING OF THE LIMITATION OF OUR LIABILITY IN THESE TERMS.

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS DEEMED UNCONSCIONABLE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

9. Indemnification. You agree to defend, indemnify, and hold harmless SCRA, its affiliates, its licensors, its contractors, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) relating to or arising from your use of the Workspace, your Content, your negligence, fraud, violation of law, or willful misconduct, or any breach by you of these Terms.

10. Term and Termination.

- a. Term.** These Terms become effective on the date that you first use and/or access the Workspace and govern your use of the Workspace until terminated as provided herein.
- b. Termination.** The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes. These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use the Workspace, or when you remove yourself from the Workspace. We may terminate these Terms and/or accordingly may deny you access to the Workspace or any part thereof for any reason at any time without notice, in our sole discretion. Without limiting the foregoing, if in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms or the Slack Terms, we may terminate these Terms immediately without notice and/or accordingly may deny you access to the Workspace or any part thereof.

- c. **Survival.** The terms which by their nature are intended to survive termination or expiration of the Agreement shall survive any such termination and expiration including without limitation the following Sections: 1, 2, 4, 5, and 7-11.
- d. **Notices.** Any notices to you from SCRA regarding the Workspace or these Terms will be posted on the Workspace or made by e-mail or regular mail.

11. General Provisions.

- a. **Entire Agreement.** These Terms and other policies SCRA may post on the SCRA website constitute the entire agreement between SCRA and you in connection with your use of the Workspace and the Content, and supersedes any prior agreements between SCRA and you regarding use of the Workspace, including prior versions of these Terms.
- b. **Assignment.** We may assign, transfer or otherwise dispose of our rights and obligations under these Terms, in whole or in part, at any time without notice to you. You may not assign or transfer any rights under these Terms.
- c. **Governing Law; Jurisdiction; Venue; Severability of Provisions.** The Terms are governed by the laws of the State of South Carolina without regard to any conflicts of law provisions. Any legal proceedings arising from or relating to these Terms shall be brought exclusively in the federal or state courts located in South Carolina, and the parties hereby consent to the personal jurisdiction and venue of such courts. All parts of these Terms apply to the maximum extent permitted by law. We both agree that if any provision of these Terms is found by a court of competent jurisdiction to be unenforceable as written, then that part will be replaced with terms that most closely match the intent of the unenforceable provision to the extent permitted by law. The invalidity of part of these Terms will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.
- d. **No Agency Relationship.** Neither these Terms nor the Workspace create any partnership, joint venture, employment, or other agency relationship between us. You may not enter into any contract on our behalf or bind us in any way.
- e. **Time Limitation on Claims.** You agree that any claim you may have arising out of or related to your use of the Workspace or your relationship with us must be filed within one (1) year from the date of the event that gave rise to the claim occurs; otherwise, your claim is permanently barred.