

CARNEGIE MELLON UNIVERSITY OPT-OUT EASY INTERNET BROWSER EXTENSION TERMS OF USE

Version Date: August 28, 2020

Introduction/Scope. The Carnegie Mellon University (“CMU”) Opt-Out Easy Internet Browser Extension (“Extension”) is intended to automatically identify opt-out choices (e.g options to opt-out of certain collections and uses of their personal data) in the text of privacy policies from internet sites and to present the identified opt-out information to users as they browse from one website to another.

The Extension was created under a research project directed by Professor Norman Sadeh at CMU with the goal of removing the burden of users having to locate such opt-out choices on their own (<https://doi.org/10.1145/3366423.3380262>).

Any information and data contained in and/or provided through the Extension (including but not limited to any categorized opt-out links identified by and stored in the Extension) are collectively referred to in these TOU as “Extension Content.”

Any personal data that is processed by or through use of the Extension is covered by the Privacy Policy.

Your downloading of the Extension and/or your use of the Extension and/or Extension Content constitutes your agreement to these Terms of Use (“TOU”) and Privacy Policy.

Modification. CMU may update and change these TOU from time to time. The version date of these TOU will be updated when changes are made. You agree that by using this Extension after changes have been made to these TOU, you are agreeing to accept and comply with those changes.

Permitted Use and License/Availability of the Extension. Subject to other relevant provisions of the TOU, you are hereby granted a personal, revocable, non-exclusive, non-transferable limited license to install and use the Extension and access the Extension Content on a single computer or mobile device owned and controlled by you, without the right to sublicense. CMU (and/or its content providers, as applicable) own and retain all intellectual property rights they have in and to the Extension and the Extension Content, including but not limited to the underlying infrastructure. CMU shall have the right in its sole and absolute discretion to suspend or terminate the availability of the Extension and/or access to the Extension Content for any reason. As specified below, the Extension and the Extension Content is provided on an “AS-IS, AS-AVAILABLE” basis.

Prohibited Uses/Activities. The following activities are prohibited: (a) using the Extension or any Extension Content in a manner not permitted under these TOU or license; (b) taking any action using the Extension or Extension Content and/or providing any Feedback that is harmful,

threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, discriminatory or racially, ethnically or otherwise objectionable or in violation of any applicable laws or regulations, or encourage and/or assist others to engage in these activities; (c) interfering with, removing or modifying any terms and conditions or Extension Content made available to you pursuant to your download and use of the Extension; (d) impersonating any person or entity, including, but not limited to, any CMU personnel, or falsely stating or otherwise misrepresenting your affiliation with a person or entity; (e) knowingly uploading, posting, emailing, transmitting or otherwise making available any Feedback that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (f) interfering with or disrupting servers or networks connected to the Extension, or disobeying any requirements, procedures, policies or regulations of networks connected to the Extension (including but not limited to those of any relevant third party service providers used in connection with the Extension); (f) taking any Extension Content and reformatting it and/or displaying it on any other website; (g) disassembling, reverse engineering, decoding, decompiling, modifying (including without limitation writing to tables and/or changing data) or translating the Extension, or otherwise attempting to derive or obtain the source code of the Extension or using third party software products or services that do or attempt to do any of the foregoing; and/or (h) distributing, renting, sublicensing, leasing, lending, selling, reselling, assigning, transferring or otherwise granting any right in or to the Extension and/or Extension Content to any third party.

Licensee has not been granted any trademark license as part of this Agreement and may not use any CMU name or mark " (including but not limited to "Carnegie Mellon" or "CMU" any renditions thereof) without the prior written permission of CMU.

Features of the Extension; Use of Third Party Providers. The Extension and software embodied within the Extension may include security components that permit digital materials to be protected, and use of these materials may be subject to usage rules set by CMU. CMU may, at its discretion, use certain third party service providers to support portions of the Extension (including but not limited to hosting services).

Feedback. You are not obligated to provide any feedback, comments or other suggestions regarding the Extension (collectively "Feedback"). However, if you submit any Feedback you agree: (a) you will not include any personally identifiable information in your Feedback; and (b) your Feedback is not confidential or proprietary and may be used by CMU in its discretion without any compensation or other obligation to you.

International Use. CMU's servers and operations are located primarily in the United States and our policies and procedures are based primarily on United States law. Because of this, the following provisions apply specifically to users located outside of the United States: (i) you are not authorized to access or use the Extension if you are using the Extension from a country embargoed by the United States, or are on the United States Treasury Department's list of "Specially Designated Nationals"; and (ii) you agree to comply with all local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Extension. The Extension is not intended for

distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or that would subject CMU or its affiliates to any registration requirement within such jurisdiction or country.

Notice to California Residents. BY USING THE EXTENSION, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW **OR** SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

If the Extension is at any time deemed an electronic commercial service (as defined under California Civil Code Section 1789.3), California residents are entitled to the following specific consumer rights information:

The provider of the Extension is:

Carnegie Mellon University
5000 Forbes Avenue
Pittsburgh, PA 15213
412-268-2000

If the Extension is deemed as electronic commercial service, you may file a complaint regarding the Extension or to receive further information regarding use of the Extension by sending a letter to the attention of "Legal Department" at the above address.

Disclaimer of Warranties. THE EXTENSION, AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE EXTENSION ARE PROVIDED "AS IS," "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. CMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, LICENSORS, CONTENT PROVIDERS (INCLUDING ANY INDIVIDUALS OR ENTITIES WITH AN OWNERSHIP INTEREST IN THE EXTENSION), CONTRACTORS (INCLUDING ANY THIRD PARTY PROVIDERS) COLLABORATORS AND SPONSORS (COLLECTIVELY THE "**EXTENSION PARTIES**") EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND DUTIES, INCLUDING, WITHOUT LIMITATION: THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE EXTENSION.

YOU ARE PROHIBITED FROM MAKING ANY EXPRESS OR IMPLIED WARRANTY TO ANY THIRD PARTY ON BEHALF OF CMU OR ANY OTHER EXTENSION PARTIES RELATING TO ANY MATTER, INCLUDING THE APPLICATION OF OR THE RESULTS TO BE OBTAINED FROM THE INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS (INCLUDING OPT-OUT EASY EXTENSION) GRANTED AND/OR PROVIDED BY CMU.

YOU UNDERSTAND AND AGREE THAT YOU ACCESS AND OBTAIN ANY AND ALL INFORMATION, MATERIAL, DATA AND/OR OTHER CONTENT THROUGH THE USE OF THE EXTENSION AT YOUR OWN DISCRETION AND RISK, INCLUDING THE RISK OF INTERCEPTION OR UNAUTHORIZED ACCESS TO OR USE OF THE EXTENSION (WHETHER IN TRANSMISSION OR AT REST) OR ANY LACK OF PRIVACY OR SECURITY, THROUGH USE OF THE EXTENSION. NEITHER CMU NOR ANY OTHER EXTENSION PARTIES ARE ASSUMING RESPONSIBILITY FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF SUCH ITEMS, NOR DO THEY REPRESENT, PROMISE, WARRANT, OR GUARANTEE THE PRIVACY OR SECURITY OF ANY TRANSMISSION OR OF ANY DATA, WHETHER AT REST OR TRANSPORTED VIA THE INTERNET, CELLULAR OR NETWORK SERVICES, OR OTHERWISE. IN ADDITION, SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

LIMITATION OF LIABILITY; LIMITATION ON DAMAGES. UNDER NO CIRCUMSTANCES ARE CMU OR ANY OTHER EXTENSION PARTIES BE LIABLE TO YOU, YOUR ORGANIZATION OR ANY OTHER USER ON ACCOUNT OF USE OR MISUSE OF OR RELIANCE ON THE EXTENSION ARISING FROM ANY CLAIM FOR THE RECOVERY OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE, (EVEN IF CMU AND/OR THE EXTENSION PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

Some states or other jurisdictions do not allow the exclusion or limitation of liability for certain damages, so the above limitations and exclusions shall apply only to the extent permitted under applicable law.

Force Majeure. In the event CMU's performance of its obligations is delayed or prevented directly or indirectly by acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning, CMU may take additional time to perform commensurate with the delay and shall have no liability for any such delay.

Permitted Users; No CMU Status or Credit Conferred. Using the Extension does not confer any CMU course credit and/or any employment or student status at CMU.

Miscellaneous. If any provision of these TOU is held to be invalid or unenforceable, such provision shall be deemed superseded by a valid enforceable provision that most closely matches

the intent of the original provision and the remaining provisions shall be enforced. CMU's failure to act with respect to a breach by you or any other users does not waive CMU's right to act with respect to subsequent or similar breaches. The failure of CMU to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. The section headings and subheadings contained in these TOU are included for convenience only, and shall not limit or otherwise affect the terms of these TOU. These TOU and any disputes related to them shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws provisions. All claims and/or controversies of every kind and nature arising out of or relating to these TOU, including any questions concerning its existence, negotiation, validity, meaning, performance, non-performance, breach, continuance or termination shall be settled (1) at CMU's election, by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and, in such case (a) the arbitration proceedings shall be conducted before a panel of three arbitrators, with each party selecting one disinterested arbitrator from a list submitted by the AAA and the two disinterested arbitrators selecting a third arbitrator from the list, (b) each party shall bear its own costs of arbitration, (c) all arbitration hearings shall be conducted in Allegheny County, Pennsylvania, and (d) the provisions hereof shall be a complete defense to any suit, action or proceeding instituted in any Federal, state or local court or before any administrative tribunal with respect to any claim or controversy arising out of or relating to these TOU and which is arbitrable as provided in these TOU, provided that either party may seek injunctive relief in a court of law or equity to assert, protect or enforce its rights hereunder (2) in the event that CMU does not elect binding arbitration as permitted in point (1) above, exclusively in the United States District Court for the Western District of Pennsylvania or, if such Court does not have jurisdiction, in any court of general jurisdiction in Allegheny County, Pennsylvania and each party consents to the exclusive jurisdiction of any such courts and waives any objection which such party may have to the laying of venue in any such courts. Notwithstanding any provision hereof, for all purposes of these TOU each party shall be and act as an independent contractor and not as partner, joint venture, agent, employee or employer of the other and shall not bind nor attempt to bind the other to any contract. You are agreeing to these TOU on behalf of yourself. You agree that, except for the disclaimers and limitations of liability made for the benefit of the other Extension Parties and the Application Platform, there shall be no third-party beneficiaries to these TOU.

Extension and Application Platform Terms. When you download the Extension from a third-party app store (the "Application Platform"), You acknowledge and agree that:

- These TOU are an agreement between us and not with the Application Platform. As between CMU and the Application Platform, CMU is solely responsible for the Extension.
- The Application Platform has no obligation to provide any maintenance and support services with respect to the Extension.
- In the event of any failure of the Extension to conform to any applicable warranty, (i) you may notify the Application Platform and the Application Platform may refund the purchase price for the Extension to you (if applicable), (ii) to the maximum extent permitted by applicable law, the Application Platform will have no other warranty obligation whatsoever with respect to the

applications, and (iii) any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty is, as between CMU and the Application Platform, CMU's responsibility.

- The Application Platform is not responsible for addressing any claims you have relating to the Extension or your possession and use of the Extension.
- If a third party claims that an application infringes another party's intellectual property rights, as between the Application Platform and CMU, CMU is responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these TOU.
- The Application Platform and its subsidiaries are third-party beneficiaries of this Agreement as it relates to your license to the Extension. Upon your acceptance of the terms and conditions of this TOU the Application Platform will have the right (and will be deemed to have accepted the right) to enforce this TOU as related to your license of the Extension against you as a third-party beneficiary thereof.
- You must also comply with all applicable third-party terms of service when using the extensions and/or applications.

If these TOU conflict with the Application Platform Terms, then the Application Platform Terms shall apply with respect to access and use of the Extension or any other extension operated by CMU.