

User Agreement

The University of Alaska, Anchorage, Small Business Development Center offers you access to our services through our website, Buy Alaska, on the following terms.

ACCEPTANCE OF THE TERMS AND CONDITIONS BY USING THE BUY ALASKA WEBSITE

Welcome to the Buy Alaska website. This site is sponsored by the University of Alaska, Anchorage, Small Business Development Center. Our website offers a mechanism to allow sellers and buyers of Alaskan goods and services to come together for their mutual benefit and for the benefit of our communities and economies. Please read all of the terms in this User Agreement and the Privacy Policy. If you agree to be bound by these terms please accept them by clicking on the ACCEPT button. By using the services on our website you are agreeing to comply with all the following terms specified in this User Agreement and the Privacy Policy.

AMENDMENTS TO THIS AGREEMENT

We reserve the right to amend the terms and conditions of our site at our sole discretion. The amendments become effective upon the posting of them in this Agreement. We will announce any amendments on our website. So please plan on reviewing this User Agreement on a regular basis to keep yourself up to date on any changes.

CONTENT LICENSE

When you use our site and provide information about yourself, your business or your services or products or you post information, advertisements, solicitations or any other posting, or you respond to any posting, advertisement or solicitation in any manner, you automatically grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, license to copy, display, perform, distribute, use, prepare derivative works of or incorporate into other works, the content of your posting or information. Also by posting content on our website or providing information on the website, you represent and warrant that you have the right to grant to us the license described in this paragraph.

CONDUCT

You agree not to post, email, or otherwise make available any content:

- a. that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
- b. that is pornographic, or depicts a human being engaged in actual sexual conduct, including but not limited to (i) sexual intercourse, including genital-

genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex, or (ii) bestiality, or (iii) masturbation, or (iv) sadistic or masochistic abuse, or (v) lascivious exhibition of the genitals or pubic area of any person;

- c. that harasses, degrades, intimidates, or is harmful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d. that impersonates any person or entity, including a member of the Board of Regents or an officer or employee of the university, or falsely states or otherwise misrepresents your affiliation with a person or entity;
- e. that includes personal or identifying information about another person without that person's explicit consent;
- f. that is false, deceptive, misleading, deceitful, misinformative or constitutes "bait and switch;"
- g. that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or contains content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- h. that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;
- i. that constitutes or contains any form of advertising or solicitation if posted in areas of the Buy Alaska site not designated for such purposes; or emailed to Buy Alaska users who have not indicated in writing that they want to be contacted about other services, products or commercial interests;
- j. that includes links to commercial services or web sites;
- k. that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items the sale of which is prohibited or regulated by Alaska law;
- l. 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;
- m. that disrupts the normal flow of dialogue with an excessive amount of content or that otherwise negatively affects other users' ability to use our services; or

- n. that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through our site.

Additionally, you agree not to:

- o. contact anyone who has asked not to be contacted;
- p. "stalk" or otherwise harass anyone;
- q. collect personal data about other users for commercial or unlawful purposes;
- r. use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the site, unless expressly permitted by Buy Alaska to do so;
- s. post irrelevant content, repeatedly post the same or similar content or impose an unreasonable or disproportionately large load on our infrastructure;
- t. post the same item or service in more than one classified category;
- u. attempt to gain unauthorized access to our computer system or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of our service or of the Buy Alaska website; or
- v. use any form of automated device or computer program that enables the submission of postings on Buy Alaska without each posting being manually entered by the author, including without limitation, the use of an automated posting device to submit postings in bulk or for automatic submission of postings at regular intervals.

PRIVACY

Buy Alaska has a Privacy Policy to explain to users how their information is collected and used. This Policy is located at the following website address: _____ . Your use of our website constitutes your acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that Buy Alaska may, in its sole discretion, preserve or disclose your content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to comply with legal process; to enforce this User Agreement; to respond to claims that any content violates the rights of third-parties; to respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment;

protect the rights, property, or personal safety of Buy Alaska, its users or the general public.

[We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in our Privacy Policy. We view protection of users' privacy as a very important community principle. We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. You can access and modify the information you provide us and choose not to receive certain communications by signing-in to your account.]

LIABILITY

By using this website you specifically agree that you will not hold the University of Alaska, its Board of Regents, its officers or its employees responsible for other users' actions or inactions, including things they post. **You understand and specifically acknowledge that Buy Alaska website does not function as a traditional auctioneer. Rather the Buy Alaska website provides a forum to allow anyone to offer, sell and buy in a variety of pricing formats Alaskan services and products.** The university, its Board of Regents, its officers or its employees are not involved in the transaction between buyers and sellers and do not transfer legal ownership of items from the seller to the buyer. Nothing in this agreement modifies the governing provisions of Alaska Uniform Commercial Code AS 45.02.401(2), which provides that legal ownership of an item is transferred upon physical delivery of the item to the buyer by the seller unless agreed otherwise between the seller and the buyer. Furthermore, the university has no control over and does not guarantee the quality, safety or legality of items advertised, the truth or accuracy of any listing, the ability of sellers to sell or deliver items they advertise or post, the ability of buyers to pay for items they agree to purchase, or that a buyer or seller will actually complete a transaction.

Under no circumstance is the university, its Board of Regents, its officers or its employees liable for direct, indirect, special, consequential or exemplary damages arising in connection with your use of the Buy Alaska website. Further this limitation applies to any damages whatsoever arising from your use of products and services received through or advertised on the Buy Alaska website or any links on the website. Finally, we cannot guarantee continuous or secure access to our services, and operation of the website may be interfered with by numerous factors outside of our control. Therefore the university, its Board of Regents, its officers or its employees are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of the Buy Alaska website.

DISCLAIMER OF WARRANTIES

You agree that use of the Buy Alaska website and the service provided by the site is entirely at your risk. The services provided by the site are provided on an "as is" or "with

all faults” basis. The University of Alaska expressly disclaims to the fullest extent permitted by law all express or implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose and the non-infringement of proprietary rights. Also to the fullest extent allowed by law the university disclaims any warranties for security, reliability, timeliness, accuracy, and performance of the Buy Alaska website and its services. To the fullest extent permitted by law, the university disclaims any warranties for other services or goods received through or advertised on this site or sites or services accessed through links on our site. No data, information, or advice obtained by you in oral or written form from us or through or from our service will create a warranty of any sort. Finally to the fullest extent permitted by law, the university disclaims any warranties concerning viruses or other harmful components in connection with the Buy Alaska site or services.

INDEMNITY

To the fullest extent permitted by applicable law, you shall defend, indemnify and hold harmless the university, its Board of Regents, its officers, and its employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceeding of any kind whatsoever arising out of your use of our website, the content you post, submit or make available through our website, your use of our services, your violation of this User Agreement, your breach of any representation and warranties, or your violation of the rights of any other person or entity except damage loss or injury resulting from the University’s gross negligence or intentional injury.

THIRD-PARTY POSTINGS, SITES OR SERVICES

Our website may provide links to third-party sites completely independent of the Buy Alaska program and website. Your interactions with organizations or individuals found on or through our website, including payment and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with these dealings, are solely between you and that organization or person. You should make an appropriate investigation that you feel is necessary before proceeding with any online or offline transactions with any of these third parties.

Also you agree that the university, its Board of Regents, its officers, and its employees are not responsible or liable for any loss or damage of any sort incurred as a result of any dealings with third parties. If there is a dispute between participants on this website, or between users and any third party, you agree that the university is not obligated in any way to get involved. In addition, in the event that you have such a dispute with one or more other users or third parties, you release the university, its Board of Regents, its officers, and its employees from claims, demands, damages (actual and consequential) of every kind and nature, including any claim for attorney’s fees and costs, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes or to our services.

POSTING AGENTS

A "Posting Agent" is a third-party agent, service, or intermediary that offers to post content to our website on behalf of others. You may not use a Posting Agent to post content on our website without express permission or license from the university. Also Posting Agents are not permitted to post content on behalf of others, to cause content to be so posted, or otherwise access our website to facilitate posting of content on behalf of others, except with express permission or license from the university.

NO SPAM POLICY

You understand and agree that sending unsolicited email advertisements to Buy Alaska email addresses or through our computer system is expressly prohibited. Any unauthorized use of our computer systems is a violation of this User's Agreement and federal law, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. § 1030). Such violations may subject the sender and his or her agents to civil and criminal penalties.

FEEES FOR POSTING AND USE

We may charge a fee for postings on or for use of our website. Each party using our services is responsible to pay the fee. All fees paid are non-refundable.

LIMITATIONS ON SERVICE

You acknowledge that we may establish limits concerning use of the services on our website, including the maximum number of days that a posting will be retained, the maximum number and size of postings, email messages, or other content that may be transmitted or stored on our website and the frequency with which you may access and use our services. You agree that the university, its Board of Regents, its officers and its employees have no responsibility or liability for the deletion or failure to store any posting. You acknowledge that the university reserves the right at any time to modify or discontinue the service (or any part thereof) with or without notice, and that the university, its Board of Regents, its officers and its employees shall not be liable to you or to any third party for any modification, suspension or discontinuance of our services.

ACCESS TO OUR SERVICES

The university grants you a limited, revocable, nonexclusive license to access our services for your use. This license does not include: (i) access to our service by Posting Agents; or (ii) any collection, aggregation, copying, duplication, display or derivative use of our service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by the university. **A limited exception to (ii) is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole**

purpose of displaying hyperlinks to our website, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engine" does not include a website or search engine or other service that specializes in classified listings or in any subset of classified listings such as jobs, housing, for sale, services, or personals, or which is in the business of providing classified ad listing services.

TERMINATION OF SERVICE

You agree that the university, in its sole discretion, has the right (but not the obligation) to delete or deactivate your posting, block your email or IP address, or otherwise terminate your access to or use of our service (or any part thereof), immediately and without notice, and remove and discard any posting on our website, for any reason, including, without limitation, if the university believes that you have acted inconsistently with the letter or spirit of this User Agreement. Further, you agree that the university, its Board of Regents, its officers and its employees shall not be liable to you or any third party for any termination of your access to our services. Further, you agree not to attempt to use the service on our website after your right of access has been terminated under this provision.

LAWS AND JURISDICTION OF THE STATE OF ALASKA

This User Agreement and the relationship between you and the university shall be governed by the laws of the State of Alaska. You and the university agree to submit to the personal and exclusive jurisdiction of the courts of the State of Alaska.

NO WAIVER

The failure of the university to exercise or enforce any right or provision in this User Agreement shall not constitute a waiver of such right or provision.

SEVERANCE

If any provision of the User Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should give effect to the parties' intentions as reflected in the provision, and that the other provisions of the User Agreement remain in full force and effect.

ENTIRE AGREEMENT

This Agreement and the Privacy Policy constitutes the entire understanding and agreement between us with respect to the use of this website.