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- Accessing or attempting to access any portion of the Platform to which you have not been explicitly granted access;
- Directly or indirectly authorizing anyone else to take actions prohibited in this section; or
- Otherwise using the Platform or any services, information and content available on or through the Platform in violation of the Terms or applicable law.

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You may not create links to the Platform from any website with content that is fraudulent, threatening, harassing, libelous, defamatory, discriminatory, obscene, or similarly objectionable or harmful, or in a manner that would constitute or encourage a criminal offense, violate the rights of any party (directly or indirectly), or otherwise give rise to liability, violate any law or falsely imply Yale's sponsorship, endorsement or approval of your or another party's site or activities.

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Under no circumstances will Yale or its officers, trustees, employees, representatives or agents be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages (including, but not limited to, procurement of substituted services or materials; loss of use, data, revenues or profits; or business interruption) arising in any way out of or in connection with your use of the Platform and/or Materials, however caused and regardless of the theory of liability, whether in tort (including negligence of any kind), contract, statutory, or any other legal or equitable theory, even if advised of the possibility of such damages.

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You agree to indemnify, defend, and hold Yale and its officers, trustees, employees, representatives and agents harmless from and against any and all claims, liabilities, losses, damages, costs, or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of or from:

1. your breach of the Terms;
2. your violation of the Code of Conduct (as set forth above); or
3. your activities in connection with the Platform and/or Materials.

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The Terms are the complete agreement between you and Yale regarding the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between you and Yale regarding such subject matter are expressly canceled. We may terminate this agreement at any time for any reason. If you breach any of the Terms, your license to access and use the Platform and Materials terminates immediately. Upon such termination, you must stop use thereof. Any heading, caption, or paragraph title contained in the Terms is inserted only as a matter of convenience and in no way defines or explains any paragraph or provision contained within the Terms. If any provision of the Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions thereof, which shall remain in full force and effect. No waiver of any of the Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition. You may not transfer or assign any rights or obligations under this agreement. In the event of termination hereunder, you shall have a continuing obligation thereafter to comply with any provision of the Terms that by its sense and context is intended to survive termination.

Choice of Law/Forum Selection

You agree that any dispute arising out of or relating to the Terms, the Platform and/or Materials, whether based in contract, tort, statutory or other law, will be governed by

the laws of the State of Connecticut, excluding its conflicts of law provisions. You irrevocably agree to bring any claim or dispute relating to your use thereof and the Terms exclusively in the applicable state courts located in New Haven County, Connecticut or the United States District Court for the District of Connecticut (sitting in New Haven), to submit to the exclusive jurisdiction of those courts, and to waive any objections based on jurisdiction, venue, or inconvenience of the forum. In any action to enforce this agreement, the prevailing party will be entitled to costs and attorneys' fees. If a court determines that any provision of the Terms is unenforceable for any reason, then that provision will be deleted and the remaining provisions will be enforceable to the fullest extent permitted by law.

Questions

If you have questions relating to the Platform, you may email us at: fortunoff.archive@yale.edu. Please understand that, due to the volume of communications we receive, we may not be able to respond to all questions.

These Terms of Use were last updated in October 2019.