SPU-Alert Guest User Terms and Conditions

Seattle Pacific University ("SPU") currently permits certain persons who are not SPU students or employees to sign up to receive alerts from SPU's emergency notification system, which is called "SPU-Alert" and is provided by Rave Wireless, Inc. ("Rave"). Use of SPU-Alert by such persons (referred to in this document as "Guest Users") is subject to the following terms and conditions.

- 1. <u>Agreement to Terms and Conditions</u>. By registering as a Guest User, each Guest User agrees that any use of SPU-Alert by him or her will be subject to both these SPU terms and conditions and any terms and conditions identified by Rave. Any such terms and conditions can be modified at any time by SPU or Rave, as applicable.
- 2. <u>Types of Messages</u>. By signing up for SPU-Alert, Guest Users consent to receive messages sent through the SPU-Alert system, which may include emails, text messages, or phone calls, depending on the information provided by the Guest User, and which may include occasional test messages or other communications as well as emergency alerts.
- 3. <u>No Guarantee of Delivery</u>. SPU does not warrant the successful delivery of each message to each individual recipient or that any message will be delivered without delay. Electrical power outages, failures in communications systems, or other causes may lead to delays or failures in delivery of messages.
- 4. <u>No Guarantee of Accuracy</u>. SPU does not warrant the accuracy of the content of any messages sent through SPU-Alert. Although the intent of the SPU-Alert system is to provide emergency notifications, not all of the facts of a particular situation may be known at the time a message is sent. Also, Guest Users who sign up to receive messages in languages other than English should be aware that translations of English messages may not always be accurate or clear.
- 5. <u>Possible Charges</u>. Guest Users may be charged fees by their cell phone providers in connection with receipt of text messages or phone calls sent using SPU-Alert. Guest Users are responsible for any and all charges incurred.
- 6. <u>Permitted Guest Users</u>. SPU, at its sole discretion, may restrict or terminate the use of SPU-Alert by any Guest User for any reason and at any time. Guest Users acknowledge that SPU is under no obligation to make Guest User access to SPU-Alert available to them or to any other person.
- 7. <u>Limited Term of Access; Renewal</u>. SPU may periodically terminate the access of some or all Guest Users and require re-registration by Guest Users for access to SPU-Alert (e.g., to attempt to keep records current). SPU may attempt to notify Guest Users prior to terminating their access, but it is ultimately the Guest User's responsibility to determine whether their registration is current.
- 8. No Sharing. Each Guest User agrees that he or she is only registering on behalf of himself or herself and will not share his or her registration password with any other person. Each Guest User agrees to notify SPU of any unauthorized use of his or her password or other breach of security.
- 9. Release of Liability. Each Guest User releases SPU and its trustees, officers, employees, and affiliates from any and all liability and agrees not to sue any such party for any claim arising out of or in connection with use of SPU-Alert by the Guest User.