

MOBILE APP TERMS

These Terms are important so please read them carefully. They apply to your activities on Cal State LA University Auxiliary Services, Inc. (UAS) application "UAS Dining Services App." Part 1 will always apply when you use the App but Part 2 of these Terms only applies when you log into the App.

You should only use this App if you agree with these Terms. When you click to accept the Terms, you will be legally bound by these Terms. You can access these Terms at any time within the App.

We may change these Terms from time to time so you should check back regularly to see if anything has changed but we will also notify you of any significant changes by email. Changes will become effective from the next time that you access your account.

PART 1: GENERAL

1. WHO WE ARE, WHAT WE DO AND CONTACTING US

- a. We are Cal State LA University Auxiliary Services, Inc. & 5151 State University Drive, GE 314, Los Angeles, CA 90032.
- b. We own UAS Dining Services and have decided to provide our customers with an App with various functionality related to our venue and any other services that we may make available through the App from time to time.
- c. If you have any questions about anything in these Terms, our Services or any technical issues with the App, then please email us at UAS_Administration@calstatela.edu. Alternatively, if you wish to make a complaint, then please email us at UAS_Administration@calstatela.edu. We can also be contacted by post to 5151 State University Drive, GE 314, Los Angeles, CA 90032.

2. YOUR RIGHTS AND RESTRICTIONS

- a. The App is for your own personal and non-commercial use only.
- b. When using the App and your Account, you agree not to:
 - i. Attempt to undermine the security or integrity of the App, our (or our suppliers') computing systems or networks. We will report any security breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them.
 - ii. Use, or misuse, the Services or App in any way which may impair the functionality of the Services or the App, or systems used to deliver the Services or App or impair the ability of any other user to use the Services or App.
 - iii. Attempt to gain unauthorized access to any materials other than those to which you have been given express permission to access or to the computer system on which the App is hosted.
 - iv. Transmit, or input into the Services or App, any files, content or data that may damage any other person's computing devices or software, content that may be offensive, or are in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use)
 - v. Create links to the App unless the Company gives you prior written consent
 - vi. Attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the App except as is strictly necessary to use either of them for normal operation and other than as permitted by law
 - vii. Impersonate any other person while using the App

- viii. Conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the App; or
- ix. Use the App for any unlawful purpose.

3. YOUR DATA

- a. We take responsibility for care of your data very seriously. Please see our Privacy and Cookie Policy for information on how we process your data, available [here](#).
- b. Some of the Services on the App require you to turn on the 'location' functionality on your device.

4. DISCLAIMERS

- a. Our App and the Services are provided on an information-only basis and you should not rely on, or take (or not take) any decision based on any information, results, suggestions found on or obtained through our App. Any actions or decisions that you take are entirely at your own risk.
- b. Other than as set out in these Terms the App is provided on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of the App or the Services or any information, content, materials or products included or referenced on the App.
- c. We do our best to ensure that the information accessed through the App is accurate and up to date but cannot guarantee that this will always be the case.
- d. We aim to make the App available to you all the time but sometimes it may be unavailable due to maintenance or to factors outside of our control, such as the internet.
- e. We follow industry standards and processes to prevent against the introduction of viruses, malware and malicious attacks that may harm the App or the device that you use to access the App, but we cannot guarantee that the App will be totally free from viruses and malware.
- f. We do not guarantee that the App will be compatible with all devices, hardware or software, including older versions of operating systems, which you or your device may use.
- g. The App may contain links to third party web sites or programs that are not controlled by us. We are not responsible for the content, terms and conditions, offers or privacy policies of such sites and programs. Your dealings with third party sites are solely between you and the applicable third party and you should read their terms and conditions and policies before using them.

5. YOUR RIGHTS AND OBLIGATIONS

- a. We may change, modify, amend or remove some or all of the functionality or content on the App at any time.
- b. You agree that we are free to use any comments, information or ideas contained in any feedback or communication you may send to us without compensation, acknowledgement or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the App, Services or other products or services.
- c. We and/or our licensors are the owners of the App, which includes (but without limitation) any software, applications and domains made available through it.
- d. All intellectual property rights in the App, and the content, video, audio, graphics, logos, icons and service names which appear on the App (except for your profile picture and your other personal information that is contained in your account) belong, or are licensed, to us. You do not have any rights to such intellectual property except as expressly set out in these Terms.

- e. These Terms do not exclude or limit our liability (if any) for:
 - i. Death or personal injury caused by our negligence;
 - ii. Fraud;
 - iii. Fraudulent misrepresentation; or
 - iv. Any matter which it would be illegal for us to exclude or attempt to exclude from our liability.
 - v. We are only liable to you for losses which you suffer as a direct result of our breach of these Terms and which are reasonably foreseeable. We are not liable for any other losses or for business losses (including but not limited to loss of profits, contracts, goodwill or opportunity).

6. SUSPENSION AND TERMINATION

- a. You can request your Account be deleted by emailing us at UAS_Administration@calstatela.edu. Once your Account is deleted you will no longer be able to access your Account or the information held in your Account and these Terms will be terminated.
- b. We may suspend your access to your Account or we may terminate your Account at any time and for any reason. We will tell you as soon as possible if we suspend or terminate your Account.

7. GENERAL

- a. These Terms and all communications between us will be in English. No other languages will apply to these Terms.
- b. You may not transfer any of your rights under these Terms to any other person.
- c. We may transfer any of our rights under these Terms to any person or ask any person to fulfil any aspect of it so long as the performance of these Terms is not affected.
- d. Only you and we have any rights under these Terms. No other person shall have any rights under these Terms.
- e. These Terms will be governed by English law and any court proceedings related to these Terms must be taken at a court within England and Wales.

PART 2: ACCOUNT FEATURES

This Part applies to using features within your Account.

1. USER ACCOUNTS

- a. If you do not register an account with us, then you will only be able to access a limited range of functionality within our App. To access the full range of functionality available on the App you must register an account.
 - i. You must be at least 18 (eighteen) years old and resident of the United States of America to register an Account with us. The App is intended for use only in the United States of America.
 - ii. You must ensure that your username and password are kept secure and confidential. You are responsible for any activity on your Account. It is your sole responsibility to monitor and control access to and use of your Account. You agree to keep your information accurate, complete and current.
 - iii. You may make copies of your information contained in your Account in any format and, in doing so, you may make copies of reasonable portions of the App and the material and content of the App and your Account.

2. PAYMENTS

- a. You can use the App to pay your tab. You will have to add your credit or debit card details to your Account. The App will save these details as your preferred payment method.
- b. We reserve our right to change which credit, debit and card types are accepted through the App.
- c. You may change your Stored Payment Details at any time.
- d. By entering your Stored Payment Details and each time that you change your Stored Payment details, you confirm that the method of payment being used belongs to you.
- e. If you choose to pay for your tab using the App, the tab will be paid by way of your Stored Payment Details. You will have the opportunity to review your tab in the App before you pay.
- f. If you have used the App to start a tab but do not pay for your tab before leaving, we will automatically take payment using your Stored Payment Details.

3. REWARDS AND TREATS

- a. We may choose to award you with offers or discounts which can be used or redeemed in our pubs. These Rewards will be made available and stored in the App.
- b. All Rewards will only be redeemed as stated. Rewards cannot be exchanged for like for like, other similar items or for cash. Rewards will have no cash value.
- c. Rewards are personal to you and may not be sold, transferred or assigned to another person.
- d. Rewards are for one-time use (unless specified otherwise). Once a Reward is redeemed, it will be automatically removed from your Account.
- e. We will distribute and award Rewards in our sole discretion. We reserve the right to terminate, discontinue, cancel or amend any Rewards, including any already in your Account, at any time without notice to you.
- f. Additional terms and conditions may apply to certain Rewards. These will be displayed with the Reward in your Account.