

Terms of Use

Related to use and implementation of Protopia software

1. Agreement to Terms. These Terms of Use (the “Terms”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Salt Lake Community College, a body politic of the state of Utah, (“SLCC” or “the college”), concerning your access to and use of SLCC’s student and alumni mentoring program powered by Protopia, including any related websites, email-based interfaces, as well as any other media form, media channel, or communication facilitated by, linked to, or otherwise connected thereto (collectively, the “Site” or “Services”).

By accessing the Site, you acknowledge that you have read, understood, and agree to be bound by all of these Terms and SLCC’s applicable policies. If you do not agree with all of these Terms, then you are expressly prohibited from using the Site and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. SLCC reserves the right, in its sole discretion, to make changes or modifications to these Terms at any time and for any reason. SLCC will alert you about any changes by updating the “Last updated” date of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Site after the date such revised Terms are posted.

The information provided on the Site 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 which would subject SLCC to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. **Persons under the age of 18 are not permitted to use or register for the Site.**

2. Eligibility and Consent. To use the Services, you agree that you are at least 18 years of age and are fully able and competent to enter into, and comply with, these Terms. If you are accessing and using the Services on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms. In that situation, “you” and “your” will refer to both you and that entity. Your eligibility to use the Services is also subject to any additional criteria established by SLCC for participation in its mentoring initiatives.

3. Your Rights and Limitations. SLCC reserves the right to limit your use of the Services, including your ability to submit or respond to questions and/or mentoring requests from other users. SLCC reserves the right to restrict or terminate your access if the college believes that you may be in breach of these Terms. SLCC, in its sole discretion, also reserves the right to remove content you submitted that it determines to be abusive, harassing, in violation of SLCC policy, or in violation of a third party’s intellectual property rights.

4. Availability. The Site may change or abandon any of its Services at any time without notice. SLCC does not promise to store or display any information or content that you have shared. SLCC has no obligation to store, maintain, or provide a copy of any content or information beyond what is required by applicable law and SLCC policy.

5. Intellectual Property. Unless otherwise indicated, the Site and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by SLCC, Protopia, or their affiliates, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without the prior express written permission of SLCC or the applicable rights holder.

All Marks, product names and logos appearing on the Site are property of their respective owners. The Services may contain links to third party websites, advertisements, services, offers, activities or other content (collectively, “Third Party Materials”). These Third-Party Materials are not owned or controlled by the Site, and SLCC will use commercially reasonable efforts to remove questionable links.

These Third-Party Materials are provided for your reference and convenience only, and do not imply any endorsement, sponsorship, or recommendation by SLCC. Third Party Materials may be subject to their own privacy policies and terms of use that explain and govern your use of those Third-Party Materials.

6. User Contributions. The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, “Contributions”). Contributions include any content you submit through the Site in connection with SLCC’s mentoring and engagement activities.

Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. You should not submit Contributions that you are not comfortable sharing with other participants, and you should avoid including sensitive information beyond what is necessary for mentoring and networking purposes.

7. Standards for Contributions. When you create or make available any Contributions, you thereby represent and warrant that each of the following is true:

The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize SLCC, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms.

You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms.

Your Contributions are not false, inaccurate, or misleading.



Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by SLCC).

Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.

Your Contributions do not violate any applicable law, regulation, or rule.

Your Contributions do not violate the privacy or publicity rights of any third party.

Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.

Your Contributions do not violate any federal or state law.

Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or disability.

Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms, SLCC policy, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Site.

8. License to Use Contributions. By posting your Contributions to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant to SLCC an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions as reasonably necessary to operate, administer, evaluate, and improve the Site and related SLCC mentoring and engagement initiatives, and to grant and authorize sublicenses of the foregoing. This license is limited to uses connected to SLCC's educational and institutional purposes and does not authorize SLCC to sell your Contributions as standalone commercial products.

To the extent any Contributions constitutes an "education record" or contains personally identifiable information from an education record under the Family Educational Rights and Privacy Act ("FERPA"), SLCC will handle that Contribution in accordance with FERPA and SLCC policy. Nothing in this Section expands SLCC's ability to use or disclose education records beyond what FERPA permits.

This license will apply to any form, media, or technology now known or hereafter developed, and includes SLCC's use of your name, company name, and franchise name, as applicable and related to the contribution, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide in connection with the Site. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

SLCC has the right, in its sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. SLCC has no obligation to monitor your Contributions. SLCC may exercise these rights consistent with applicable law and SLCC policy.

9. Submissions. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to SLCC are non-confidential (unless SLCC expressly states otherwise at the time of collection). By providing submissions, you grant SLCC an exclusive, worldwide, royalty-free, perpetual license to use, reproduce, modify, and distribute your Submissions as reasonably necessary to operate, maintain, and improve the Site and related SLCC programs, and to respond to or implement your feedback. This license does not authorize SLCC to sell your Submissions as standalone commercial products.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against SLCC for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions. Nothing in this Section alters SLCC's obligations under FERPA or other applicable privacy laws with respect to any Submission that constitutes an education record.

10. Limited License to the Site. Subject to your compliance with these Terms, SLCC hereby grants you, as a user, a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Services for your personal, informational, and educational use only.

11. Third-Party Websites and Content. The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by SLCC, and SLCC is not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by SLCC. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site.

Any purchases you make through Third-Party Websites will be through other websites and from other companies, and SLCC has no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that SLCC does not endorse the products or services offered on Third-Party Websites and you shall hold SLCC harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold SLCC harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

12. Accuracy of Information. SLCC makes no representation or warranty about the accuracy or suitability of the information submitted by Users or other information displayed on the Site or provided through the Services. SLCC uses commercially reasonable efforts to promptly update any incorrect information displayed on the Site when it is notified or otherwise becomes aware of such inaccuracy.

13. Privacy Policy. SLCC cares about data privacy and security. Please review SLCC's Privacy Statement: <https://www.slcc.edu/policies/privacy.aspx>. By using the Site, you agree to be bound by SLCC's Privacy Policy, which is incorporated into these Terms. To the extent your use of the Site involves education records or personally identifiable information from education records, SLCC will handle such information in accordance with FERPA and applicable SLCC policy.

SLCC does not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if SLCC receives actual knowledge that anyone under the age of 13 has provided personal information to the college without the requisite and verifiable parental consent, SLCC will delete that information from the Site as quickly as is reasonably practical.

14. Digital Millennium Copyright Act (DMCA) Notice and Policy. SLCC respects the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify SLCC's Office of General Counsel using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by the Notification, a representative list of such works on the Site; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit SLCC to locate the material; (4) information reasonably sufficient to permit SLCC to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted; (5) a statement that the complaining party has a good faith



belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

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15. Governing Law and Venue. The laws of the State of Utah will govern these Terms, without giving effect to any choice or conflict of law provision (whether of the State of Utah or any other jurisdiction). Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under these Terms shall be exclusively in the State of Utah. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Utah for any such action.

You acknowledge that SLCC is a governmental entity under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101 et seq. (the “Act”), as amended. Nothing in these Terms shall be construed as a waiver by SLCC of any protections, rights, or defenses applicable to SLCC under the Act, including without limitation, the provisions of § 63G-7-604 regarding limitation of judgments. It is not SLCC’s intent to incur by contract any liability for the operations, acts, or omissions of you or any third party and nothing in these Terms shall be so interpreted or construed.

16. Disclaimer. THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND ITS SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SLCC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SLCC MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND THE COLLEGE WILL NOT ASSUME LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF SERVERS USED TO PROVIDE THE SITE AND ASSOCIATED DATA SYSTEMS, INCLUDING ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. SLCC DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND SLCC WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

NOTHING IN THIS DISCLAIMER IS INTENDED TO, OR SHALL BE CONSTRUED TO, WAIVE, LIMIT, OR MODIFY ANY IMMUNITY DEFENSE, OR LIMITATION OF LIABILITY APPLICABLE TO SLCC UNDER THE UTAH GOVERNMENTAL IMMUNITY ACT OR OTHER APPLICABLE LAW.

17. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RISK(S) ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES REMAINS WITH YOU. NEITHER SLCC NOR ANY OTHER PARTY INVOLVED IN THE SERVICES WILL BE LIABLE (WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SLCC HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE) FOR: (A) ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL; (B) SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE; (C) THE COST OF SUBSTITUTE PRODUCTS OR SERVICES; (D) ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS; (E) THE USE OF OR INABILITY TO USE THE SERVICES; OR (F) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES.

NOTHING IN THESE TERMS, INCLUDING THIS LIMITATION, IS INTENDED TO, OR SHALL BE CONSTRUED TO, WAIVE, LIMIT, OR MODIFY ANY IMMUNITY DEFENSE, OR LIMITATION OF LIABILITY AVAILABLE TO SLCC UNDER THE UTAH GOVERNMENTAL IMMUNITY ACT OR OTHER APPLICABLE LAW, NOR TO EXPAND SLCC'S LIABILITY BEYOND THAT PERMITTED BY SUCH LAW.

18. Indemnification. You agree to defend, indemnify, and hold SLCC harmless, including its affiliates, all of their respective officers, agents, partners, and employees, and other Users of the Site from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party.

SLCC is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., § 63G-7-101 *et seq.*, as amended (the "Act"). Nothing in this terms of use shall be construed as a waiver by SLCC of any protections, rights, or defenses applicable to under the Act, including without limitation, the provisions of Utah Code Ann. § 63G-7-604 regarding limitation of judgments. It is not the intent of SLCC to incur by these terms any liability for the operations, acts, or omissions of the other Party or any third party and nothing in these terms shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Agreement, any obligations of SLCC to indemnify, hold or save harmless, and/or defend contained herein are subject to the Act, are limited only to claims

that arise from the negligent acts or omissions of SLCC, and the total amount of any such obligations, inclusive of attorney's fees, are limited to the amounts established in Utah Code Ann. § 63G-7-604.

19. User Data. SLCC will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although regular routine backups of data may be performed for the Site, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that SLCC shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against SLCC arising from any such loss or corruption of such data. SLCC will retain and dispose of data associated with the Site in accordance with applicable law and SLCC records-retention policies. To the extent any such data constitutes education records or personally identifiable information from such records, SLCC will handle that data in accordance with FERPA and applicable SLCC policy. Collection, storage, use, and sharing of data may be subject to certain federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99; 16 CFR Part 312; Student Privacy and Data Protection Act, Utah Code § 53E-9-301 et seq., and Utah Government Records Access and Management Act ("GRAMA"), Utah Code § 63G-2-101 et seq.

20. Electronic Communications, Transactions, and Signatures. Visiting the Site, sending emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications SLCC provides to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY SLCC OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

21. Termination. Both you and SLCC may terminate these Terms at any time without notice to the other party. Upon termination, you lose the right to access or use of the Services.

22. Miscellaneous Terms. These Terms, and any rights and licenses granted hereunder, may be transferred or assigned by you only with SLCC's prior written consent, but may be assigned by SLCC without restriction and without notice to you in accordance with applicable law.

These Terms constitute the entire agreement between you and SLCC concerning the Services and supersede all prior or contemporaneous communications of any kind between you and SLCC with respect to the Services. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms, and the remainder of these Terms shall remain in full force and effect.

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such term or any other term, and SLCC's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

SLCC reserves the right to modify, restrict access to, or discontinue the Services (or any portion of the Services), temporarily or permanently, with or without notice to you, and the college is not obligated to support or update the Services. Unless explicitly stated otherwise, any new features that result in a change to current Services shall be subject to these Terms.

Neither these Terms nor the Privacy Policy create any right of action on the part of any third party.

Last Updated: November 2025