

WHEATON COLLEGE
Mobile Applications Policies
August 8, 2013

General

The exponential growth of mobile applications and devices has resulted in a desire for campus departments and individuals to deliver mobile services to their respective constituencies. A policy and procedure is necessary to coordinate and review mobile application development and distribution in order to maintain quality and consistency of communications, protect the institutional reputation in the marketplace, avoid redundancy and overabundance of College mobile applications, and reduce unnecessary expenditures on such applications.

All existing or proposed Wheaton College mobile application (“apps”) projects developed for the use of College offices or departments, or containing content that represents the College (including, but not limited to, apps for the iTunes store, MICROSOFT APP STORE SAM, and/or the Android store), must be reviewed and approved by both the Information Oversight Committee and the Office of Communications before work commences and/or an RFP for such work is issued by the College. Anyone developing an app for Wheaton College utilizing or collecting personal or sensitive information of its end users will need express permission from Wheaton College for the development of the app.

Any College employee or department developing a mobile application without proper authorization shall be considered to be operating outside the scope of employment and may be subject to disciplinary action. Additionally, in the event of a legal action over the unauthorized app, or its content, the employee will not be defended by or at the cost of the College.

Any mobile application developed with the permission of Wheaton College must adhere to the appropriate Privacy Policy, and to the Terms of Use Agreement and End User License Agreement.

Wheaton College Mobile Apps Privacy Policies

The Mobile Applications Privacy Policies (the "Policy") explain how we manage information obtained through Wheaton College mobile applications ("Licensed Applications"). We are not responsible for the content or privacy practices of other websites, including those to which you may link through this Licensed Application. Each Wheaton mobile application will have a privacy policy specific to the application and the information collected. You can also access Wheaton's Mobile Applications Privacy Policies anytime by going to: www.

General

Wheaton College is committed to protecting your privacy and complying with all applicable federal and state laws and regulations relating to online privacy and the collection and protection of information that can be used to identify specific individuals ("Personal Information"). We only collect Personal Information that you freely provide. Such Personal Information is used only for the purpose for which it was provided and is only made available to third parties to fulfill the purpose for which it was provided. Any Personal Information is retained in compliance with all applicable laws.

A Wheaton College application may use cookies and other tracking technologies that are comprised of small bits of data that often include an anonymous unique identifier. Websites send this data to your browser when you first request a web page and then store the data on your computer so the website can access information when you make subsequent requests for pages from that site. We may use these technologies to collect and store information about your use of Wheaton College Services, such as pages you have visited and search queries you have run. This information will not include any personal identifying information without your express consent.

How We Disclose and Share Information

Wheaton College does not rent, sell, or share Personal Information with other people or nonaffiliated companies without your express consent, excepting for the following:

1. With third party vendors, consultants and other service providers who work for us, need access to your Personal Information to do that work, and who are bound to preserve the confidentiality of such Personal Information;
2. To comply with laws or to respond to lawful requests and legal process;
3. To protect our rights and property, including enforcing our agreements.

How We Protect Personal Information

Wheaton College uses reasonable efforts to safeguard and protect your Personal Information against unauthorized access and unauthorized alteration, disclosure or destruction. However, we cannot guarantee that your Personal Information will be absolutely protected. You provide Personal Information at your own risk.

Changes to this Privacy Policy

We may change this Policy at any time. We will post all changes to this Policy on this page and indicate at the top of the page the modified Policy's effective date.

Governing Law And Interpretation

This Policy and all disputes, claims, actions, suits or other proceedings arising hereunder ("Disputes") will be governed by the substantive law of the Commonwealth of Massachusetts without regard to its conflicts of laws principles that might require a different result.

Wheaton College Mobile Apps Terms of Use

By using Wheaton College Mobile Applications, ("Licensed Applications"), you are agreeing to these Terms of Use (the "Terms"), which together with our Privacy Policy and (with respect to the Licensed Applications) the End User License Agreement govern Wheaton College's mobile application relationship with you.

Term

The User Agreements shall remain in full force and effect while you use the Licensed Applications. You may terminate your use of or registration (if applicable) for the Licensed Applications at any time, for any or no reason. Wheaton College may terminate your use of or registration to the Site or Licensed Applications at any time, for any or no reason, with or without prior notice or explanation, and without liability or obligation to you or any third party. If your registration with the application is terminated any Personal Information you have provided will be destroyed.

Changes to these Terms

We may change these Terms at any time. We will post all such changes on this page and indicate at the top of the page the modified Terms' effective date.

Registration

In order to access certain content, features, or functionality of the Licensed Applications, you may have to register with us, which registration may include providing information such as your email address, legal name, date of birth, country of residence, zip code, etc. You warrant that all such information is truthful and accurate and that you will maintain the accuracy of such information. If you become a registered user, you will be responsible for (a) maintaining the confidentiality of your user information, and (b) any access to or use of Licensed Applications by you or any person or entity using your user name and password ("Credentials"), whether or not such access or use has been authorized by you or on your behalf. You will immediately notify Wheaton College if you suspect any unauthorized use of your Credentials or account. You are solely responsible for (i) controlling the dissemination and use of your Credentials and account, (ii) updating, maintaining and controlling access to your Credentials and account, and (iii) cancelling your account. We may deny privileges to any user if we believe there is a question about the identity of the person trying to access their account.

Personal Information

In using the Licensed Applications, including in establishing an account, you may be asked to provide certain information that can be used to identify you ("Personal

Information"). We are committed to protecting Personal Information. Our Personal Information policies are set forth in our Privacy Policy above.

Proprietary Rights

Except where expressly noted, all materials and information contained as part of, or on the Licensed Applications, including without limitation images, pictures, logos, illustrations, designs, photographs, video clips, text, descriptions, icons, graphics, and the overall appearance and look and feel of the Licensed Applications are copyrights, trademarks, trade dress or other intellectual property owned, controlled, or licensed by Wheaton College, and as such are protected by U.S. and international laws and conventions. Unauthorized use of any Licensed Application materials or information is strictly prohibited.

Disclaimer and Limitation of Liability

THE LICENSED APPLICATIONS ARE MADE AVAILABLE SOLELY ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, FOR ACCURACY, COMPLETENESS, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WHEATON COLLEGE, ITS BOARD OF TRUSTEES, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATIONS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WHEATON COLLEGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnity

You agree to indemnify, defend, and hold Wheaton College, its Board of Trustees, officers, directors, employees and agents harmless from and against any claims, demands, actions, losses, damages, costs and expenses (including reasonable attorneys' fees), arising out of or relating to your (a) breach or violation of these Terms, (b) infringement, misappropriation or any violation of the rights of any other party, or (c) violation or noncompliance with any applicable law, rule or regulation. You agree that Wheaton College may assume the exclusive defense and control of any claims or actions subject to indemnification by you and all negotiations for its settlement or compromise, and you agree to fully cooperate with us upon our request.

Governing Law And Interpretation

These Terms and all disputes, claims, actions, suits or other proceedings arising hereunder ("Disputes") will be governed by the substantive law of the Commonwealth of Massachusetts without regard to its conflicts of laws principles that might require a different result.

Wheaton College Mobile Apps End User License Agreement

This End User License Agreement (the "EULA") is legally binding between you ("you" and its derivatives) and Wheaton College ("we" and its derivatives) and governs your use of the College's mobile applications (each, a "Licensed Application"). By downloading, installing, and/or using a Licensed Application you are agreeing to be bound by and comply with this EULA. Wheaton College may change or modify this EULA at any time, and at its sole discretion, by posting revisions on this page and will indicate at the top of the page the modified EULA's effective date. Continued use of the Licensed Application following the posting of such changes or modifications will constitute acceptance of such changes or modifications.

Wheaton College may enable access to content, information and services through the Licensed Application (collectively and individually, the "Services"), and as a condition of your use of the Services, you agree to be bound by and comply with the College's Terms of Service and Privacy Policy, each of which is incorporated herein by reference.

License Grant.

Subject to your compliance with this EULA, Wheaton College hereby grants you a limited, non-transferable, non-sublicensable, non-assignable and revocable license to install and/or use the College's Licensed Applications solely for your personal, non-commercial use on devices you own or control. Each Licensed Application is licensed, not sold, to you by Wheaton College subject to the terms and conditions of this EULA and any other applicable terms and conditions promulgated by third-party access providers (e.g., networks, internet service providers, cellular service providers). Wheaton College reserves all rights not expressly granted to you herein. This EULA is between you and Wheaton College; no Third-Party is a party to this EULA.

Restrictions

You may only use Licensed Applications on devices you own or control. You may not distribute or make Licensed Applications available over a network where multiple devices could use them simultaneously. You may not rent, lease, lend, sell, redistribute or sublicense a Licensed Application or copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of all or any portion of a Licensed Application. This EULA also applies to upgrades or updates provided by Wheaton College that replace and/or supplement the original Licensed Application. You agree not to use the application for any unauthorized use, including, but not limited to in any manner to harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of any other party, and that Wheaton College is

not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, or illegal message or transmissions that you may receive as a result of using any of the applications.

Consent to Use of Data

Wheaton College may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Licensed Application. Wheaton College may also use this information, as long as it is in a form that does not personally identify you, to improve our products, services, or technologies to you. See the Privacy Policy for additional information regarding our collection and use of information, including personal information.

Application Access Fees (i.e. Internet Service Providers, Cellular Service Providers)

Amounts paid to access Licensed Applications (if applicable) are controlled, handled and processed by Third Parties not affiliated with Wheaton College. Wheaton College disclaims any responsibility for any charges, fees, or billings you may incur from a Third Party. Wheaton College disclaims any responsibility or liability for any data security breach or disclosure arising from, or connected to data disclosed to, or collected by Third Parties in connection with accessing the College's Licensed Application. You, and not Wheaton College, shall be responsible for any charges, fees, or billings incurred in accessing the College's Licensed Applications.

Content

Licensed Applications may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. Wheaton College is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Wheaton College will not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials, or web sites.

Proprietary Rights

Wheaton College owns all rights, title and interest in and to the Licensed Applications, including, without limitation, all intellectual and proprietary rights therein, and, except for the limited license granted to you herein, nothing in this EULA will be construed to restrict, transfer, convey, encumber, alter, impair or otherwise adversely affect the College's proprietary rights. You agree not to modify, rent, lease, loan, sell, distribute,

or create derivative works based on the services in the application, in any manner, and you agree not to exploit the services in the application in any unauthorized way.

NO WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSED APPLICATIONS AND ANY RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND WITHOUT WARRANTY OF ANY KIND. WHEATON COLLEGE HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WHEATON COLLEGE DOES NOT WARRANT THAT THE FUNCTIONS OR SERVICES CONTAINED IN, ACCESSED FROM, PERFORMED BY, DISPLAYED ON, LINKED TO/FROM, OR PROVIDED BY, LICENSED APPLICATIONS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATIONS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATIONS OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WHEATON OR ANY OF ITS RESPECTIVE AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATIONS OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WHEATON COLLEGE BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE A LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WHEATON COLLEGE OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify, defend, and hold Wheaton College, its Board of Trustees, officers, directors, employees and agents harmless against any claims, demands, actions, losses, damages, costs and expenses (including reasonable attorneys' fees), arising out of or relating to your (a) breach or violation of this EULA, (b) infringement, misappropriation or any violation of the rights of any other party, (c) violation or

noncompliance with any applicable law, rule or regulation, and (d) use, alteration or export of the Licensed Application (or any component thereof) in violation of this EULA. Wheaton College may assume the exclusive defense and control of any claims or actions subject to indemnification by you and all negotiations for its settlement or compromise, and you agree to fully cooperate with us upon our request.

Export Restrictions

You may not use, export or re-export a Licensed Application except as authorized by United States law and the laws of the jurisdiction in which a Licensed Application was obtained. In particular, but without limitation, a Licensed Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Licensed Applications, you represent and warrant that you are not located in any such country or on any such list.

Wireless Access Charges

Certain Licensed Application functions and Services require data access, and the provider of data access for your device may charge you data access fees in connection with your use of such Licensed Application. You are solely responsible for any data access or other charges you incur.

No Guarantee of Continued Use or Availability

Wheaton College may modify, update, supplement, limit, discontinue, remove or disable access to Licensed Applications and/or any Services without notice or liability to you. From time to time, Wheaton College may make available updates or upgrades to a Licensed Application via software download or other means. Such download may occur automatically without the need for any act on your part, or it may require you to manually download an update or upgrade through the same source from which such Licensed Application was originally downloaded. Certain functions of the Licensed Application may be modified or discontinued as a result of any such update or upgrade, or may not be available if you have not downloaded all updates and upgrades made available by Wheaton College or otherwise (including by Third Party Vendors). Wheaton College has no control over, or responsibility for, actions of Third Party Vendors. In certain cases (i.e., operating system updates) such actions may impair or prevent the proper functioning of a Licensed Application. Wheaton College expressly disclaims any responsibility for the continued functionality of Licensed Applications where such functionality is disrupted by the actions of Third Party Vendors.

Term and Termination

This EULA will remain in full force and effect for the duration of your use of any Licensed Application. You may terminate your use of Licensed Applications at any time, for any or no reason, and the College may terminate your use of Licensed Applications at any time, for any or no reason, with or without prior notice or explanation, and without liability or obligation to you or any third party.

Your rights under the license granted herein will terminate automatically without notice from Wheaton College if you fail to comply with any terms or conditions of this EULA. Upon termination of this EULA, you will cease all use of the Licensed Application, and destroy all copies, full or partial, thereof.

Governing Law And Interpretation

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WHEATON COLLEGE

Mobile Application Project Request Form

Use this form to submit a Mobile Application Project to be reviewed by the Information Oversight Committee and the Office of Communications.

Section I: Project Overview

Mobile Application Project Title:

Mobile Application Project Description:

Project Justification: Why is this project needed? What benefits will be achieved? What happens if it is not approved? Why do it now?

Desired Completion Date:

Project Sponsor Name:

Sponsoring Department(s):

Project Sponsor Email and Phone:

Mobile Application Manager (person responsible for the functioning and distribution of the application):

Project budget:

Part II: Project Details

How will this project be developed?

- Internally (using College resources)
Please list College departments involved in project
- Externally (using a contractor or outside developer)
- Other:

Who is the intended audience of this project?

- Prospective Undergraduate Students
- Current Undergraduate Students
- Faculty
- Staff
- Alumnae/i
- Community at Large
- Other:

To which platforms do you intend to deliver this project?

- Apple iOS (iPod, iPhone, iPad)
- Android
- Windows Phone/TABLET SAM
- Blackberry
- webOS
- Symbian
- Bada
- Other:

Please describe any authentication requirements for this project. Will users login? Will they use their College credentials?

Please describe any data requirements for this project. Does this project require access to College data? If so, please describe.

Please provide any personal information that the app will collect from users and how that personal information will be safeguarded. Please also indicate what third parties will have access to that information and why it is necessary for those third parties to access the personal information.

Please provide a Privacy Statement regarding user information captured and stored. (See College Policy on Mobile Applications)

Please describe end-user support. Who will provide support? Where and how will contact information be provided? What level of support will be delivered?