

## Terms of Service for Individuals

These Terms of Service for Individuals apply to individual users. By accessing or using the versatilephd.com website or any of the services offered on or through the website (collectively, the "Website"), you agree to the following terms of service, including the Code of Conduct, below, and Privacy Policy [https://versatilephd.com/about/terms-of-service/#\\_privacy-policy](https://versatilephd.com/about/terms-of-service/#_privacy-policy) (collectively, the "Terms"). If you do not agree with these Terms or are unable or unwilling to follow the Code of Conduct, do not use our Website. If you have any questions about these Terms, or difficulty with the Website, by all means, contact us.

Last updated: May 25, 2018

### Who We Are

In these Terms, the words "you", "your", "member", and "user" refer to you and your heirs and personal representatives. The words "we", "us", "our", "VPhD", and "The Versatile PhD" refer to The Versatile PhD, LLC, a California limited liability company, and its owners, officers, employees, agents, representatives, successors, and assigns. We may be contacted as follows:

The Versatile PhD, LLC

Mail: 171 Pier Avenue #129, Santa Monica, CA 90405-5363

Contact: <https://versatilephd.com/about/contact/>

Web: <https://www.versatilephd.com>

### Code of Conduct

By accessing or using the Website, you agree to abide by the following Code of Conduct:

*Confidentiality.* Because some academics take a dim view of those who seriously consider nonacademic careers, VPhD protects individual member confidentiality in a number of ways, most notably by protecting the Forums and other members-only areas from search engines (see the Privacy Policy for details). Likewise, you are expected to protect the confidentiality of other members. Do not "out" anyone as a member of the Versatile PhD community, do not share postings with non-members, and do not harvest others members' information for any purpose.

*Tone.* The tone of the Website is helpful and supportive. Please be collegial with each other even in disagreement. No flaming, trolling, constant negativity, or harassment, intimidation, abuse, or defamation of others, whether or not they are Website users, is tolerated.

*Truthfulness.* Please speak the truth as you know it. Do not make things up or spread information you know to be false. When registering as a member, please provide only truthful information; you can control what other members see by maintaining your profile to your liking. Our hope is that, by creating as confidential and supportive an environment as possible, most members will feel comfortable using their real names as their display names, which will make the discussions more credible and also help you network with other members. That said, if you're not comfortable using your real name as your display name, you don't have to, but you must still register with us using your real name.

*Relevance.* Please post only relevant material (directly related to nonacademic careers for PhDs and ABDs). Do post personal stories of your own nonacademic work experiences; thoughts, questions and reflections about nonacademic careers; helpful, supportive responses to others; and nonacademic job announcements. Note: please post job announcements on the Jobs page, not in the Forums. Do not post irrelevant material (examples: spam, virus warnings, faculty position announcements). Commercial advertisements are not permitted except with our prior express written permission.

*Respect for Intellectual Property.* VPhD respects your intellectual property by acknowledging that you retain the copyright to all of your writings on the Website. However, you are expected to give equal respect to the intellectual property of others. Do not post copyrighted material unless you own the copyright or have express permission from the copyright holder; otherwise, just link to it rather than posting full text. Do not post material found on the Website on any other site or in any print publication or even share it privately with non-members without express written permission of the author. Please also respect the intellectual property of Paula Chambers and The Versatile PhD. While each individual author retains copyright to his or her own writings on the site, collections of writings by multiple authors on the Website (for example, Forum topics) are the intellectual property of The Versatile PhD and may not be re-published or excerpted anywhere without our prior express written permission. Do not misappropriate the name “The Versatile PhD”, our logo, or the Website’s predecessor’s names, “Work For Us” and “WRK4US”, or confusingly similar variations or derivations of these names or our logo, or copyrighted material belonging to us – except with our prior express written permission.

#### Limited License, General Usage Rules, Dispute Resolution, and Miscellaneous Provisions

*Limited license.* If you are a person eighteen years of age or older accessing the Website from a jurisdiction where the Website complies with all local laws, we grant you a personal, non-exclusive, non-transferable, limited, and revocable license to use the Website at your own expense, subject to these Terms, including the Code of Conduct. You may not use the Website in a manner that exceeds the rights granted for your use of the Website, including permitting use by minors under the age of eighteen, unauthorized copying or distribution of any of the content displayed or used on the Website, and creating an unauthorized derivative work.

*Legal use of Website.* You agree to use the Website in good faith and in compliance with all applicable laws. You agree not to disrupt, modify, or interfere in any way with us, our Website, our servers, or any of our vendors, and you agree not to impede or interfere with others’ use of the Website. You further agree not to alter or tamper with any data, code, information, or materials on or associated with the Website.

*Only you are responsible for your career.* Any advice you may receive through this Website, whether from us or your fellow members, is only opinion and information and may or may not pertain to your particular situation. Results are not guaranteed, and the views expressed on the Website are not even necessarily ours. You agree never to hold VPhD, any subscribing institution with which you are affiliated, or your fellow members responsible for any outcomes that are unsatisfactory to you as a result of following any such advice.

*You control your profile.* You acknowledge and agree that you have control over how much information you reveal about yourself on the Website. All responsibility for controlling this information rests with you and requires you to take the time to learn how our Website works and make sure your profile settings are set and maintained to your liking.

*We may remove your postings and/or remove you from the community.* You acknowledge and agree that we have the right to remove from the Website any of your postings at any time for any reason. Additionally, if in our sole discretion we deem that you have violated or threatened to violate the Code of Conduct or any of these Terms, or interfered or threatened to interfere with the Website or your fellow members, you may be suspended from or removed from the Versatile PhD community. If you disagree with our judgment, you may email us to discuss the matter, but we are the final arbiter.

*VPhD is a socially positive business.* You acknowledge and agree that VPhD is a business, with a mission to help graduate students and PhDs envision, prepare for and excel in non-academic and non-faculty careers, and generates revenue from user-written content. Specifically, you acknowledge and agree that:

- *Your writings are yours, but you grant VPhD a license to store and display them.* Though you retain the copyright to everything you write for the Website, you grant us a non-exclusive, royalty-free, perpetual, assignable, sub-licensable, and irrevocable license to store and display your

writings on the Website, and to make whatever “copies” we deem necessary to archive your writings or to publish them on the Website.

- *VPhD has the right to benefit from your Forum postings.* While we do not resell your Forum postings singly to others or republish them elsewhere (with the exception of those contributed to Panel Discussions, see below), VPhD does benefit from them indirectly because regular ongoing discussions in the Forums serve to enrich the quality and credibility of the Website as a whole, which in turn leads to subscriptions and other business.
- *VPhD has the right to use your Panel Discussion posts for revenue generation.* Forum posts in Panel Discussions may eventually become Premium Content, access to which is purchased by subscribing institutions and may also be purchased by individuals in a variety of forms, including online or in downloadable electronic and/or print formats, individually or as part of a compilation. When reselling Panel Discussions to individuals, we will remove personally identifying information such as your name and profile photo, but the content of your postings in Panel Discussions may be used by VPhD to help as many people as possible, be they people at subscribing institutions or other individuals purchasing access to the discussions on a self-pay basis.
- *Invited, approved Premium Content may also be used for revenue generation.* When VPhD invites you to write a monograph for the Website, such as a Hiring Success Story or a Career Autobiography or any other “authored” genre, your writing is considered Premium Content, access to which is purchased by subscribing institutions and may also be purchased by individuals in a variety of forms, including online or in downloadable electronic and/or print formats, individually or as part of a compilation – provided that we follow your wishes regarding personally identifiable information, which we will.

Any other intellectual property rights not specifically granted to you in these Terms are reserved by VPhD.

*Respect for Website content.* You agree that the Website contains proprietary and confidential information that is protected by U.S. and international intellectual property laws. Except as expressly authorized by us in these Terms or in other written communications from us to you, you agree not to sell, rent, rewrite, copy, modify, redistribute, create derivative works, or otherwise misappropriate any part of the Website or any information presented to you through the Website.

*Intellectual property infringement policy.* If you believe that any materials accessible on the Website infringe your copyright (or trademark or other legal rights), you may request removal of those materials from our Website by contacting our copyright agent, Paula Chambers, in writing, at [legal@versatilephd.com](mailto:legal@versatilephd.com) or 12400 Ventura Blvd., #510, Studio City, CA 91604, with 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 or other material claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (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 us to locate the material;
- (4) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and an electronic mail address at which you may be contacted;
- (5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner, its agent, or the law; and
- (6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We shall then expeditiously investigate and, if warranted, take down or disable access to the material from the Website and notify the original poster of the notification of allegedly infringing material received

and of the takedown/disabling, at which point the poster may file with our copyright agent a counter-notification, in writing, as above, with the following information:

- (1) A physical or electronic signature of the poster;
- (2) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- (3) A statement under penalty of perjury that the poster has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- (4) The poster's name, address, and telephone number, and a statement that the poster consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which we may be found, and that the poster will accept service of process from the complaining party or an agent of such person.

In our discretion, we may also take down or disable access to material during our investigation. It is our policy to provide for the termination, in appropriate circumstances, of posters who repeatedly violate this policy or are repeat infringers of copyrighted works, trademarks, or any other of our or third parties' intellectual property. While notifications under this policy must be made in writing, you may contact our copyright agent by telephone at (818) 508-2000.

*Disclaimer of Website warranties.* THE WEBSITE IS PROVIDED TO YOU "AS IS". WE DO NOT GUARANTEE THAT THE WEBSITE IS OR ALWAYS WILL BE VIRUS-FREE OR ERROR-FREE OR THAT YOU WILL ALWAYS BE ABLE TO ACCESS THE WEBSITE AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE MAKE NO EXPRESS WARRANTIES OR GUARANTEES ABOUT THE WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ANY IMPLIED WARRANTIES THAT THE WEBSITE, OR THE PREMIUM CONTENT OR ANY OTHER PORTION OR AREA OF IT, IS MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT ANY SPECIFIC RESULTS WILL BE OBTAINED FROM YOUR USE OF THE WEBSITE, OR THAT THE CONTENT WILL BE RELIABLE, ACCURATE, OR MEET YOUR REQUIREMENTS. WE HAVE NOT REVIEWED THE CONTENT OF ALL SITES LINKED TO OR FROM OUR WEBSITE, AND WE ARE NOT RESPONSIBLE FOR THE CONTENT OR OPERATION OF ANY OF THOSE SITES AND DO NOT TAKE RESPONSIBILITY FOR THEM OR ENDORSE THEM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OUR REPRESENTATIVES SHALL CREATE A WARRANTY.

*Limitation of liability.* WE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE WEBSITE. THESE EXCLUSIONS APPLY TO, WITHOUT LIMITATION, ANY CLAIMS OF LOST INCOME, LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER MALFUNCTION, OR ANY OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THESE LIMITATIONS, OR ANY OF THEM, ARE INEFFECTIVE, OUR LIABILITY TO YOU IN ALL INSTANCES SHALL BE LIMITED TO THE GREATER OF (I) ONE U.S. DOLLAR, (II) THE TOTAL AMOUNT YOU HAVE ACTUALLY PAID TO US FOR ACCESS TO THE WEBSITE AND PREMIUM CONTENT, OR (III) THE MINIMUM AMOUNT PERMITTED BY LAW.

*Communication between you and VPhD.* Any direct communications taking place between you and us are considered confidential under normal circumstances, but non-confidential for legal purposes. Although we strive to keep the Website Forums private (for more information, see our Privacy Policy), postings to the Website Forums and premium content contributions are inherently non-confidential by their nature.

*Suspension and termination.* You agree that we may, without prior notice, discontinue, suspend, or modify, temporarily or permanently, the Website or any part thereof (for example, the Website may be

shut down temporarily to install a software upgrade, or a new feature). We may suspend or terminate your right to access the Website when, in our sole discretion, you have violated or threatened to violate these Terms or disrupt the Website, our vendors, or your fellow members.

*Interpretation.* These Terms shall be interpreted in accordance with the laws of the State of California and of the United States of America, without reference to conflicts of law provisions. If any provision of these Terms is deemed to be illegal or unenforceable, such provision shall be deemed stricken from these Terms, and the remaining provisions shall remain in full force and effect. Except as otherwise mutually agreed in a formal written agreement between us, these Terms represent our entire understanding with respect to its subject matter and supersede all prior agreements and understandings between us with respect to its subject matter.

*Dispute resolution.* Any dispute arising from or related to these Terms, the Website, any services we provide, our or your intellectual property, or any other dispute between you and us shall be resolved in small claims court in Los Angeles County, California (if within the jurisdiction of small claims court) and otherwise by binding arbitration in Los Angeles County, California, before one arbitrator, to be administered by JAMS. Any appeal from a small claims court judgment shall be to binding arbitration only. The arbitrator's decision shall be final and non-appealable. Nothing herein shall be deemed to prohibit access to the state and federal courts located in Los Angeles County, California where such access is required by law, or to enter or enforce an arbitration award. You hereby irrevocably and unconditionally consent to this jurisdiction. Each party shall initially bear its own attorneys' fees and costs, including costs of arbitration. The prevailing party in any legal proceeding shall be entitled to an award of its attorneys' fees and costs, including costs of arbitration.

*Notice.* Any notice required or allowed to be given to any other party under these Terms shall be effective only when given in writing (including email) and when actually received by a party.

*Changes to These Terms.* These Terms may be changed from time to time without notice other than the new version being posted on the Website, effective when posted. If significant changes are made, we may elect to mention these in the Forums, but it is your responsibility to check for updates.

*Notice to Visitors Outside the United States.* You should be aware that the United States and other countries have not harmonized their privacy regulations. Because Versatile PhD and its servers are located in the United States and our services are directed towards the United States market, our Privacy Policy has been prepared to comply with applicable United States regulations. By accessing and/or using the Site or our services and providing personal information to us through the Site, you consent to the terms set out in our Terms of Service and the level of privacy protection set out in this Privacy Policy. If you do not wish to consent to the Terms of Service or the Privacy Policy, please do not use the Versatile PhD website.