

# Website Terms of Use

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## I. INTRODUCTION

This website is provided by Iowa Student Loan Liquidity Corporation ("Iowa Student Loan"), its subsidiary Aspire Resources Inc. d/b/a Aspire Servicing Center ("Aspire Servicing Center"), or their affiliates (collectively, "we," "us," "our," the "Corporation" or "Iowa Student Loan"). We provide access to, and use of, certain websites and subdomains that we own and control that offer products and functionality. Those websites include, without limitation, [www.iowaStudentLoan.org](http://www.iowaStudentLoan.org), [www.AspireServicingCenter.com](http://www.AspireServicingCenter.com), [www.AspireResourcesInc.com](http://www.AspireResourcesInc.com), [iowastudentloan.org](http://iowastudentloan.org), [aspire servicingcenter.com](http://aspire servicingcenter.com), [aspire resourcesinc.com](http://aspire resourcesinc.com), [studentloan.org](http://studentloan.org), [studentloancoach.info](http://studentloancoach.info), [ilinksupport.org](http://ilinksupport.org), [ilinkiowa.org](http://ilinkiowa.org), [resetrefinance.com](http://resetrefinance.com), [resetrefinance.org](http://resetrefinance.org), [simplesolutionforyou.com](http://simplesolutionforyou.com), [partnershiploan.org](http://partnershiploan.org) and [sp3.org](http://sp3.org).

These website Terms of Use, as amended from time to time, govern your access to and use of the websites, products and functionality provided by the Corporation. We require all visitors to our websites to agree to and comply with these Terms of Use. Please read them carefully. Your right to use the website is personal to you. You represent and warrant that you have the legal authority to agree to the Terms of Use and to use this website. **You acknowledge and agree to be bound by these Terms of Use by accessing, downloading, registering, signing in to, browsing or using the functionality of the website. If you do not agree with these Terms of Use, you may not use this website or its functionality.**

### A. General

If you are creating or accessing an online account through this website, additional terms and conditions apply. By accessing or creating your Account, you indicate your acceptance of these terms and conditions.

### B. Definitions

"Access Information" means any or all of the following information: your Account number, username, password and any other security or access information associated with your Account.

"Account" means an online account established by the Account Holder in order to access information about, or make payments to, an active or inactive education purpose loan, from Iowa Student Loan or another lender, that we are servicing,

whether the Credit Agreement is solely in your name or if there are other persons or entities on the same Credit Agreement with you.

"Account Holder" means any person(s) or entity who is singularly or jointly responsible for the obligations accessed through the Account.

"Content" means any text, image or other material that appears on this website as part of the Online Service.

"Credit Agreement" means the education loan Credit Agreement, Promissory Note or other documentation related to a loan that we have made to you or that we are servicing on behalf of the lender or holder.

"Online Service" means any of the services offered by us through this website or any future digital distribution platforms (such as a website, software program or mobile application) or other forms of media not yet developed that are available to Account Holders and other users of this website.

## **II. ONLINE SERVICES**

### **A. Online Services That We Provide.**

You may use this website to learn about product and service offers that we may make available on the website and to create online access to your Account. You can use this website to obtain a loan and open an Account, to access your Account to obtain information about your loans or to make payments on your loans. You can also use the website, to apply for scholarships, register for college planning and financial literacy information, access financial literacy and college planning tools, or to apply for employment with us, without establishing an Account.

### **B. Links to Third-Party Websites.**

This website links to third-party websites that are integrated with or presented on this website in order to support online payments to your loan(s) using your Account, the process to electronically sign your Credit Agreement or facilitate additional functionalities. Please be advised that the third-party sites are independent of this website and that we exercise no control over the availability of those sites. This website links to other third-party websites as described in "Links to Other Sites" below.

## C. Marketing Preferences

We may ask you to indicate your preferences for how we can market to you. Once you have indicated your preferences, we will endeavor to honor your request. All marketing will be done in accordance with applicable state and federal laws, our Online Privacy Statement and our [Customer Financial Privacy Notice](#).

## D. Online Payments

1. **General Description of Online Payment Features.** Online bill payment ("Online Payment") is a web service available to our Account Holders who register on this website for Online Payment. Once registered, you may use Online Payment to authorize a one-time payment or to schedule a series of one-time payments that are post-dated (set beyond the current date) on your loan(s). When scheduling payments (transactions) via Online Payment, you acknowledge that you are the authorized holder or permitted user of the checking or savings account through an agreement with the designated financial institution pursuant to applicable law.
2. Regardless of the payment amount or payment effective date you schedule using Online Payment, you are responsible for complying with all of the terms and conditions of your Credit Agreement and your Account, including, without limitation, your agreement to make all payments when due and in the amount required by your Credit Agreement. When using Online Payment, you should schedule your payments in amounts and with effective dates that will satisfy your payment obligations. If you do not make a payment when due and in the amount required, we have the rights and remedies available under your Credit Agreement or as otherwise available to us at law or in equity.
3. **Automated Payments.** To set up monthly recurring automated payments to your loan(s), or to make a change to your automated payment, you must send in the Auto-Debit Payment Authorization Form. You must continue to make payments on your loan(s) until you have received confirmation of your enrollment. You may suspend or cancel your automated payment by contacting us. Note that we do not have any control over your arrangements with designated financial institutions to use their automated bill pay services to satisfy your payment obligations to us, including any overdraft fees you may incur (as noted below).

4. **Payment Funds.** Adequate funds must be available in the designated checking or savings account where your payments are coming from when an Online Payment or auto-debit is processed. If a scheduled Online Payment or auto-debit fails due to insufficient funds for the full payment amount, the loan(s) will not receive credit for the payment. You are responsible for making timely payments for the amount owed in accordance with the Credit Agreement, these Terms of Use and other applicable terms associated with Online Payment, auto-debit or bill pay services via designated financial institutions.
5. **Online Payment Fees.** While we do not currently charge any payment transaction fee to use Online Payment, we reserve the right to do so upon notification to you. Nothing herein relieves you of your responsibility to pay any amount, fee or charge you may owe us under your Credit Agreement. You will be responsible for paying any amount you may owe other persons or companies related to the use of Online Payment or any financial institution checking or savings account linked to Online Payment. For example, your designated financial institution may charge a fee in connection with electronic payments taken from your account with them for your loan(s) with us.

#### E. Failure to Effect Payment and Liability for Such Payments

If you attempt to make payments on your loan(s) through this website, or through an authorized third-party acting on our behalf, we will use reasonable efforts to complete bill payments according to your instructions. However, neither we, nor any third-party service provider acting on our behalf, will be liable in any way (including, but not limited to, payment processing errors or fees) if:

- Through no fault of ours, or our authorized third party, you have insufficient funds or credit in your designated checking or savings account to complete a payment transaction, or if such account has been closed.
- The Online Payment feature is not working properly and you knew or were told about the malfunction before you started the transaction, or should have reasonably been able to tell that something was wrong.
- You do not provide us with complete, accurate and current payment and contact information, or if you otherwise do not give complete, correct and current information to properly complete the requested transaction.

- You do not authorize a bill payment in time for your payment to be made and credited to the loan(s) by the due date.
- Withdrawals from the checking or savings account you selected for automatic payments have been prohibited by an order from a court of proper jurisdiction for such things as a garnishment or other legal process.
- We, or our authorized agent, reasonably believe that a transaction may be unauthorized or fraudulent.
- Your computer, mobile phone, wireless service or any related equipment or software is, or was, not working properly.
- Circumstances beyond our, or our authorized third-party's, control prevent completing an online bill payment including, but not limited to, telecommunication outages, postal strikes and other labor unrest, delays caused by payees, fires, floods and other natural disasters, terrorist acts or war.

### **III. REGISTRATION AND ACCOUNT/PROFILE CREATION**

- A. While many portions and features of the Online Service can be accessed without registration (such as financial literacy, scholarship or college planning information), we may require that you register and/or set up an account/profile to access, visit and/or use certain portions of the Online Service, such as the Online Payment feature. In that case, you may be provided, or required to choose, a password and/or username, and you may provide other payment information, as well as your name, telephone number(s), email and/or street address, and other personally identifiable information ("Registration Information"). Other information such as your age, gender, an avatar and the number for your mobile or other device may also be requested. We may use and share your Registration Information as described in our Online Privacy Statement.
- B. You agree to provide current, accurate, and complete information about yourself when you use the Online Service to apply for a loan or for employment or to perform any other function on this website. Iowa Student Loan may decline your loan application or employment application, or terminate your use of the website, if we believe that any information you provide about yourself is untrue or the form has been altered. Any requests and/or submitted applications must first be reviewed and approved by us before becoming effective. You do not

automatically qualify for a loan or employment by merely submitting any of the forms that we may provide through the website. For applicants of private student loans except refinance loans, you must contact the financial aid office at your school, or us, to obtain a student loan.

- C. You agree, represent, warrant and guarantee that all Registration Information provided by you is true, accurate, complete, up-to-date and solely yours. You may not impersonate, imitate or pretend to be somebody else when registering and/or setting up an account/profile on the Online Service. If any of your Registration Information changes, you must update it promptly by using the mechanism or contact information on the Online Service and Online Privacy Statement that allows you to change or update your Registration Information, if available.

WE AND OUR INDEMNITEES (AS DEFINED BELOW), SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE, COMPLETE OR UP-TO-DATE REGISTRATION INFORMATION, INCLUDING WITHOUT LIMITATION YOUR FAILURE TO RECEIVE CRITICAL INFORMATION. NEITHER WE NOR OUR INDEMNITEES SHALL BE RESPONSIBLE FOR VERIFYING YOUR REGISTRATION INFORMATION.

- D. We reserve the right at any time, with or without notice, to remove or require a change to, or repossess, any passwords and/or usernames that have been provided to you, any avatars you may be using or other Registration Information, or otherwise change the access means or methods for the Online Service.
- E. You will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize or permit anyone else to access and/or use your Registration Information, or access, visit and/or use the Online Service by use of your account/profile and/or Registration Information. You may not access and/or use anyone else's Registration Information, or access, visit and/or use the Service by use of anyone else's account/profile and/or Registration Information. You may not sublicense, transfer, sell, rent or assign your Registration Information to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of these Terms of Use.
- F. You are solely responsible for all access or visitation to, usage of, or activity on

your account/profile including, but not limited to, use of the account/profile by any person who uses your Registration Information, with or without authorization, or who has access to any computer, mobile or other device on which your account/profile resides or is accessible. You acknowledge and agree that we may, and you specifically authorize us to, process all transactions that are initiated by use of your Registration Information.

- G. If you have reason to believe that your account/profile is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information), you must immediately change the affected Registration Information by using the mechanism or contact information on the Online Service or in the Online Privacy Statement, if available, and/or close the account/profile.

#### **IV. MOBILE PARTICIPANTS**

You understand and agree that various entities unaffiliated with us make up the "mobile ecosystem" that enables you to access, visit and/or use the Online Service via your computer, mobile or other device, including without limitation equipment, hardware and software manufacturers and providers, telephone, mobile, wireless and internet network providers and carriers, and sellers or providers of Content for use with the Online Service (collectively, the "Mobile Participants"). We do not represent, warrant or guarantee that all portions of the Online Service, or the Online Service as a whole, can be accessed via all mobile or other devices or via all carriers and service plans or is available in all geographic locations. THE MOBILE PARTICIPANTS MAY REQUIRE THAT YOU AGREE TO THEIR ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES. YOUR COMPLIANCE WITH ANY SUCH ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES IS SOLELY YOUR RESPONSIBILITY AND WILL HAVE NO EFFECT ON YOUR CONTINUING OBLIGATION TO COMPLY WITH THE AGREEMENT WHEN USING THE ONLINE SERVICE. WE AND OUR INDEMNITEES SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE ACTS OR OMISSIONS OF SUCH MOBILE PARTICIPANTS. Standard data rates may apply.

We have agreements with some Mobile Participants that require us to make certain disclosures and pass along certain responsibilities to you. For such Mobile Participants, you specifically acknowledge and agree that: (i) the Terms of Use are between us and you, and the Mobile Participants are not parties to them; (ii) the

Mobile Participants and their parents, subsidiaries and affiliates are third-party beneficiaries of the Terms of Use and upon your acceptance of the terms and conditions of them, the Mobile Participants will have the right (and will be deemed to have accepted the right) to enforce the Terms of Use against you; (iii) the permission granted to you under these Terms of Use is limited to a non-transferable permission to use the Online Service on the particular product authorized by the applicable Mobile Participant that you own or control and as permitted by such Mobile Participant's applicable usage rules; (iv) Mobile Participants have no obligation whatsoever in connection with the functionality or content of the Online Service, or to furnish any maintenance or support services with respect to the Online Service; (v) Mobile Participants are not responsible for addressing any claims, losses, liabilities, damages, costs or expenses by you or a third party relating to the Online Service or your possession, access, visitation and/or use of the Service, including without limitation (a) product liability claims; (b) any claim that the Online Service fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and (vi) in the event of any third-party claim that the Online Service or your possession, access, visitation and/or use of the Online Service infringes such third-party's intellectual property rights, Mobile Participants are not responsible for the investigation, defense, settlement and/or discharge of such claim.

## **V. COMMUNICATIONS TO YOU**

- A. The communications between you and us usually use electronic means, whether you access, visit or use the Online Service, whether you send us messages, or whether we post notices on the Online Service or communicate with you via messaging. For contractual purposes, you (a) consent to receive communications from us in electronic form and (b) agree that all notices, documents, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. Your consent to receive communications and do business electronically, and your agreement to do so applies to all of your interactions and transactions with us.
- B. You understand and agree that using the Online Service may include receiving certain communications from us, such as transactional or relationship messages and/or messages about your account/profile, and that these communications are considered part of your account/profile and you may not be able to opt out of

receiving them without ceasing to be a registered user of the Online Service.

## **VI. MONITORING AND COMPLAINTS ABOUT THE SERVICE AND THE CONTENT**

### **A. Monitoring**

We strive to provide an enjoyable online experience for our users, so we may monitor activity on the Online Service to foster compliance with these Terms of Use. You hereby specifically agree to such monitoring. Nevertheless, we do not make any representations, warranties or guarantees that: (1) the Online Service, or any portion thereof, will be monitored for accuracy or unacceptable use or (2) we will take any specific action (or any action at all) in the event of a challenge or dispute regarding compliance or non-compliance with these Terms of Use.

### **B. What to Do if You Have a Complaint About the Service and the Content**

1. If you have reason to believe that your Content has been copied and/or is accessible on the Online Service in a way that constitutes copyright infringement, or that the Online Service contains links or other references to another site, application, destination or service that contains Content or activity that infringes your copyright rights, you may notify us by providing a document via fax, first class U.S. mail, or email that includes the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to our copyright agent set forth below:
  - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
  - ii. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at the Online Service are covered by a single notification, a representative list of such works at the Online Service.
  - iii. Identification of the copyrighted work 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 such copyrighted work.
  - iv. Information reasonably sufficient to enable us 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.

- v. A statement that the complaining party has a good faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner, its agent or the law.
- vi. 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.

Copyright Agent: Nyemaster Attn: Wendy Marsh (wmarsh@nyemaster.com)

Note: Only copyright complaints should be sent to this agent.

- 2. Cybercrime: If you have reason to believe you may be the victim of an online crime, such as identity theft, fraud, infringement or hacking, you may contact the Internet Crime Complaint Center, at [www.ic3.gov](http://www.ic3.gov), a partnership between the Federal Bureau of Investigation (FBI), the National White Collar Crime Center (NW3C), and the Bureau of Justice Assistance (BJA).

IMPORTANT: FALSE OR INACCURATE ACCUSATIONS THAT OTHERS HAVE COMMITTED A CRIME, INAPPROPRIATE ACT OR VIOLATION OF THIS AGREEMENT, COULD BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAW OR OTHERWISE EXPOSE YOU TO LIABILITY FOR DAMAGES (INCLUDING COSTS AND ATTORNEYS' FEES).

## **VII. RULES OF USAGE:**

### **A. Use of the Online Service by You**

- 1. The Online Service is not intended for users under the age of 13, and we do not knowingly collect personally identifiable information from users under the age of 13. Such users are expressly prohibited from registering for the Online Service, from submitting their personally identifiable information to us and from using portions of the Online Service for which registration is required.
- 2. You shall ensure that all equipment, hardware, software, products and/or services you use to access, visit or use the Online Service does not disturb or interfere with our operation of the Online Service or impede or interfere with

others' access, visitation and/or use of the Online Service. We reserve the right, in addition to our other remedies, with or without notice, to immediately disconnect from the Online Service any equipment, hardware, software, product and/or services causing interference with us, our licensors, vendors, service providers, the Online Service or any Content.

3. If you provide to us the number for a mobile or other device, or we obtain the device identifier for a device you are using, you agree, represent, warrant and guarantee that such device is registered in your name and owned by you or that you have permission of the device owner(s).
4. Unless otherwise specified, the Online Service is intended for your personal, non-commercial use only. You are solely responsible for all usage of, or activities on, the Online Service by you.
5. You may not transmit any materials or information to this site that infringes on any copyright or other proprietary rights of any other person or entity. You are responsible for respecting and adhering to state, federal and international laws. Any attempt to break these laws may result in litigation against the offender by the proper authorities. We will fully comply with the authorities to provide any information necessary for the litigation process.

#### B. Prohibitions on Use of the Online Service

1. Absent of explicit prior written consent in certain situations, you may not, nor may you allow, enable, authorize, instruct, encourage, assist, suggest, inform or promote that others, directly or indirectly, do any of the following for any reason:
  - Use any bots, cheats, macros or scripts; run Maillist, Listserv or any form of auto-responder; use any other automated process; or engage in meta-searching or periodic caching of information to access, visit and/or use the Online Service, including without limitation to post, upload, transmit, send, or otherwise make available Content on or through the Online Service.
  - Copy, harvest, crawl, index, scrape, spider, mine, gather, extract, compile, obtain, aggregate, capture or store any Content, including without limitation photos, images, text, music, audio, videos, podcasts, data, software, source or object code, algorithms, statistics, analysis, formulas,

indexes, registries, repositories or any other information available on or through the Online Service, including by an automated or manual process or otherwise, if we have taken steps to forbid, prohibit or prevent you from doing so.

- Copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete or erase any copyright, trademark or other proprietary legends, symbols, marks or notices on the Online Service or attempt to circumvent any mechanisms for preventing the unauthorized reproduction or distribution of Content.
- Access, other than connecting to our servers by http/https requests using a browser, or disrupt, overwhelm, attack, hack, destroy, damage, disable, impair, alter, tamper or interfere with the Online Service including without limitation any Content, communications, messaging, programming, hardware, functionality or features on our networks, servers or databases or impede or interfere with others' access, visitation and/or use of the Online Service, in any way or by any means, whether remotely or by access to our personal property, premises or otherwise, including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Online Service or otherwise.
- Post, upload, transmit, send or otherwise make available on or through the Online Service any software disabling devices, time bombs, Trojan horses, cancelbots, viruses, worms, ransomware, bugs, corrupted files, spyware, adware, malware, malicious programs or code, or devices or defects of similar nature.

2. CAUTION: ANY ATTEMPT TO DO ANY OF THE FOREGOING PROHIBITED ACTS, OR TO OTHERWISE UNDERMINE THE OPERATION OF THE ONLINE SERVICE, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT, IN ADDITION TO OUR OTHER REMEDIES, TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

3. If you breach, violate, fail to follow or act inconsistently with these Terms of

Use, we may terminate, discontinue, suspend or restrict your Account Information, your Account access or any other use of the Online Service.

#### C. Indemnification

You agree to indemnify, defend and hold harmless us, our licensors, vendors, service providers and each of our and their respective officers, directors, members, employees, independent contractors and subcontractors, agents, representatives, successors and assigns (collectively, "Indemnitees") from and against any and all claims, disputes, demands, proceedings, cause of action, judgments, damages, liabilities, losses, costs or expense (including but not limited to reasonable attorneys' fees) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (collectively, "Claims") that may arise out of or are in any way connected with your access, visitation and/or use of the Online Service, our Content, unauthorized use of Content obtained on or through the Online Service, breach or alleged breach of these Terms of Use or from any of your acts or omissions in connection with the Online Service.

#### D. Disclaimer of Warranty and Limitation of Liability

1. CERTAIN FEATURES, FUNCTIONALITY AND/OR CONTENT OFFERED ON OR THROUGH THE ONLINE SERVICE MAY BE HOSTED, ADMINISTERED, RUN OR OTHERWISE PARTICIPATED IN BY THIRD PARTIES. THESE SERVICE PROVIDERS MAY REQUIRE THAT YOU AGREE TO THEIR ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES. YOUR COMPLIANCE WITH ANY SUCH ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES IS SOLELY YOUR RESPONSIBILITY AND WILL HAVE NO EFFECT ON YOUR CONTINUING OBLIGATION TO COMPLY WITH THESE TERMS OF USE WHEN USING THE ONLINE SERVICE. WE AND OUR INDEMNITEES SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE ACTS OR OMISSIONS OF SUCH THIRD PARTIES.
2. YOU ACKNOWLEDGE THAT YOU ARE USING THE ONLINE SERVICE AT YOUR OWN RISK. THE ONLINE SERVICE IS PROVIDED "AS IS," "WITH ALL FAULTS" AND ON AN "AS AVAILABLE" BASIS, AND WE AND OUR INDEMNITEES HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTEES, EXPRESS

AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY CONTENT CONTAINED THEREIN OR PROVIDED BY US OR THE ONLINE SERVICE. WE AND OUR INDEMNITEES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT ACCESS TO THE ONLINE SERVICE AND/OR COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE; THAT THERE WILL BE NO FAILURES, DELAYS, INACCURACIES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED CONTENT; OR THAT NO SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE WILL BE TRANSMITTED ON OR THROUGH THE ONLINE SERVICE, AND WE AND OUR INDEMNITEES WILL NOT BE LIABLE IN THE EVENT OF ANY SUCH OCCURRENCE.

3. WE AND OUR INDEMNITEES ARE NOT RESPONSIBLE FOR INCOMPLETE, INCORRECT, LOST, DELAYED, LATE, MISDIRECTED, GARBLED, DAMAGED, ILLEGIBLE, UNDELIVERABLE, OR INCOMPLETELY RECEIVED COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU FOR ANY REASON, INCLUDING BY REASON OF HARDWARE, SOFTWARE, BROWSER, NETWORK, COMMUNICATIONS SYSTEM FAILURE, MALFUNCTION, DELAY OR CONGESTION, OR ANY INCOMPATIBILITY AT OUR SERVERS OR ELSEWHERE, OR FOR ANY OTHER TECHNICAL PROBLEMS, ANY FORM OF ACTIVE OR PASSIVE FILTERING BY A USER'S COMPUTER, MOBILE OR OTHER DEVICE OR ACCESS PROVIDER; INSUFFICIENT SPACE ON USER'S COMPUTER, MOBILE OR OTHER DEVICE OR ACCOUNT/PROFILE; OR ANY OTHER CAUSE OR COMBINATION THEREOF.
4. WE AND OUR INDEMNITEES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THE TERMS OF USE; THE ONLINE SERVICE; YOUR ABILITY OR INABILITY TO ACCESS, VISIT AND/OR USE THE ONLINE

SERVICE, INCLUDING DAMAGE TO YOUR COMPUTER, MOBILE OR OTHER DEVICE; OR FOR SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE ALLEGED TO HAVE BEEN OBTAINED FROM THE SERVICE, YOUR ACCESS, VISITATION, AND/OR USE OF, OR RELIANCE ON, THE ONLINE SERVICE AND/OR CONTENT AVAILABLE ON OR THROUGH THE ONLINE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED \$1,000. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE, THIS LIMITATION WILL NOT APPLY IN SUCH STATES, BUT TO THE EXTENT A CLAIM IS BROUGHT THEREIN, OUR LIABILITY AND WARRANTIES ARE LIMITED TO THE EXTENT PERMITTED BY LAW. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

#### E. Termination or Suspension of the Online Service

We reserve the right, in addition to our other remedies, to terminate, discontinue, suspend and/or restrict the Online Service, your account/profile, your ability to access, visit and/or use the Online Service or any portion thereof, including without limitation any of our purported obligations hereunder, for any or no reason, with or without notice. In the event of any termination or discontinuation of your Account, your ability to access, visit and/or use the Online Service or any portion thereof, we reserve the right, in addition to our other remedies, to reassign and/or allow another user to use, your password and/or username. If we do reassign your password and/or username, however, the new user will not have any access to your data that we may still have at that time.

Even if the Online Service or your ability to access, visit and/or use the Online Service is terminated, discontinued, suspended or restricted, by you or by us, we

have no obligation to (but we may in our discretion) remove any information with regard to your account/profile and/or content you may have posted, uploaded, transmitted, sent or otherwise made available on or through the website. This information may be retained and/or remain viewable by us, our licensors, vendors, service providers and/or other third parties. All provisions of these terms shall survive the termination or expiration of the Online Service and/or your account/profile.

#### F. Disputes and Jurisdiction

1. The Online Service is based in the United States. It is not designed, customized or intended for, or directed to, any other country. Those who choose to access, visit and/or use the Online Service do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. We make no representation, warranty or guarantee that the Online Service is appropriate, available or legal in any particular geographic location.
2. In any dispute between us, your sole remedy is to stop using your Account and/or the Online Service. This includes any dispute related to or arising out of: (i) rules, restrictions, limitations, terms and conditions that apply to the Online Service, whether listed in these Terms of Use and Online Privacy Statement or (ii) your ability or inability to access, visit and/or use portions of the Online Service or the Online Service as a whole.

#### G. Change in Terms

**These Terms of Use are subject to change. Any changes will be posted to this website from time to time.** Your continued use of the website after any changes are posted shall be deemed your conclusive acceptance of the changes to these Terms of Use. The rules, restrictions, limitations, terms and conditions that apply to the Online Service, whether listed in these terms or Online Privacy Statement, posted at various points in the website or otherwise communicated to you, constitutes the entire agreement and understanding between you and us, with respect to your use of the website.

#### H. Content

We seek to provide accurate and reliable information on our website, but we do not

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