

The Art Institute of Chicago ("SAIC" or "we") operates the SAIC Alumni website and electronic community (the "SAIC Services").

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms and conditions for your use of the SAIC Services. By using the SAIC Services, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the website or otherwise use the SAIC Services without being registered) or you are a "Member" (which means that you have registered with SAIC). The term "User" refers to a Visitor or a Member. You are only authorized to use the SAIC Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and the terms of this Agreement. Please read this Agreement and save it. If you do not agree to be bound by this Agreement and to follow all applicable laws, you should leave the website and discontinue use of the SAIC Services immediately. If you wish to become a Member, communicate with other Members and/or make use of the SAIC Services, you must read this Agreement and indicate your acceptance during the registration process.

This Agreement includes SAIC's policy for acceptable use of the SAIC Services and Content (as defined in Section 5.1 below) posted on or through the SAIC Services and your rights, obligations and restrictions regarding your use of the SAIC Services and Content posted on or through the SAIC Services.

SAIC may modify this Agreement from time to time and such modification shall be effective upon posting by SAIC on the website. Your continued use of the SAIC Services after SAIC posts a revised Agreement signifies your acceptance of the revised Agreement. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

Please choose carefully the information you post on or through the SAIC Services and that you provide to other Users. Your SAIC profile may not include any form of Prohibited Content, as outlined in Section 7 below. Despite this prohibition, information, materials, products or services provided by other Members may, in whole or in part, be unauthorized, impermissible or otherwise violate this Agreement, and SAIC assumes no responsibility or liability for this material. If you become aware of misuse of the SAIC Services by any person, please contact us.

SAIC reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to deny, restrict, suspend, or terminate your access to all or any part of the SAIC Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. SAIC expressly reserves the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the SAIC Services if SAIC determines, in its sole discretion, that you have violated this Agreement or pose a threat to SAIC and/or its Users.

1. **Eligibility.** Use of the SAIC Services and registration to be a Member for the SAIC Services ("Membership") is void where prohibited. By using the SAIC Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 14 years of age or older; and (d) your use of the SAIC Services does not violate any applicable law or regulation. Your profile may be deleted and your Membership may be terminated without warning, if we believe

that you are under 14 years of age, if we believe that you are under 18 years of age and you represent yourself as 18 or older, or if we believe you are over 18 and represent yourself as under 18.

2. **Term.** This Agreement, and any posted revision to this Agreement, shall remain in full force and effect while you use the SAIC Services or are a Member. You may terminate your Membership at any time, for any reason. SAIC may terminate your Membership at any time, for any or no reason, with or without prior notice or explanation, and without liability. Even after Membership is terminated, this Agreement will remain in effect, including Sections 4-15.
3. **Password.** When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party. You agree to notify SAIC immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.
4. **Use by Members.** The SAIC Services are for the personal use of Members and may be used for promotional purposes as well, but direct commercial endeavors may only be used if they are specifically endorsed or authorized by SAIC. SAIC reserves the right to remove commercial content in its sole discretion. Illegal and/or unauthorized use of the SAIC Services, including collecting usernames, user id numbers, and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the SAIC Website, or employing third party promotional sites or software to promote profiles for money, is prohibited. Commercial advertisements, affiliate links, and other forms of unauthorized solicitation may be removed from Member profiles without notice or explanation and may result in termination of Membership privileges. SAIC reserves the right to take appropriate legal action for any illegal or unauthorized use of the SAIC Services.
5. **Proprietary Rights in Content on SAIC.**
 - 5.1 SAIC does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, "Content") that you post on or through the SAIC Services. After posting your Content to the SAIC Services, you continue to retain any such rights that you may have in your Content, subject to the limited license herein. By displaying or publishing ("posting") any Content on or through the SAIC Services, you hereby grant to SAIC a limited worldwide, non-exclusive, royalty-free, fully-paid sublicensable license to use, modify, delete from, add to, publicly perform and/or display, reproduce, and distribute such Content solely on or through the SAIC Services, including without limitation distributing part or all of the SAIC Website in any media formats and through any media channels.
 - 5.2 You represent and warrant that: (i) you own the Content posted by you on or through the SAIC Services or otherwise have the right to grant the license set forth in this Section 5, and (ii) the posting of

your Content on or through the SAIC Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of any Content posted by you on or through the SAIC Services.

- 5.3 The SAIC Services contain Content of SAIC ("SAIC Content"). SAIC Content is protected by copyright, trademark, patent, trade secret and other laws, and SAIC owns and retains all rights in the SAIC Content and the SAIC Services. SAIC hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the SAIC Content (excluding any software code) solely for your personal use in connection with viewing the SAIC Website and using the SAIC Services.
- 5.4 The SAIC Services contain Content of Users and other SAIC licensors. Except as provided within this Agreement, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the SAIC Services.
- 5.5 SAIC performs technical functions necessary to offer the SAIC Services, including but not limited to reformatting Content to allow its use throughout the SAIC Services.

6. Content Posted.

- 6.1 SAIC may reject, refuse to post or delete any Content for any or no reason, including Content that in the sole judgment of SAIC violates this Agreement or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity. SAIC assumes no responsibility for monitoring the SAIC Services for inappropriate Content or conduct. If at any time SAIC chooses, in its sole discretion, to monitor the SAIC Services, SAIC nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.
- 6.2 You are solely responsible for the Content that you post on or through any of the SAIC Services, and any material or information that you transmit to other Members and for your interactions with other Users.

7. **Content/Activity Prohibited.** The following are examples of the kind of Content that is illegal or prohibited to post on or through the SAIC Services. SAIC reserves the right to investigate and take appropriate legal action against anyone who, in SAIC's sole discretion, violates this provision, including without limitation, removing the offending Content from the SAIC Services and terminating the Membership of such violators. Prohibited Content includes, but is

not limited to, Content that, in the sole discretion of SAIC:

- 7.1 is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- 7.2 harasses or advocates harassment of another person;
- 7.3 exploits people in a sexual or violent manner;
- 7.4 contains nudity, excessive violence, or offensive subject matter or contains a link to an adult website;
- 7.5 solicits personal information from anyone under 18;
- 7.6 publicly posts information that poses or creates a privacy or security risk to any person;
- 7.7 constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- 7.8 constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- 7.9 involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- 7.10 contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- 7.11 furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- 7.12 solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- 7.13 involves commercial activities and/or sales without prior written consent from SAIC such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- 7.14 includes a photograph or video of another person that you have posted without that person's consent; or

- 7.15 violates the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person.

The following are examples of the kind of activity that is illegal or prohibited on the SAIC Website and through your use of the SAIC Services. SAIC reserves the right to investigate and take appropriate legal action against anyone who, in SAIC's sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities. Prohibited activity includes, but is not limited to:

- 7.17 criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- 7.18 advertising to, or solicitation of, any Member to buy or sell any products or services through the unauthorized or impermissible use of the SAIC Services. You may not transmit any chain letters or junk email to other Members;
- 7.19 circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the SAIC Services;
- 7.20 activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;
- 7.21 covering or obscuring the banner advertisements on your personal profile page, or any SAIC page via HTML/CSS or any other means;
- 7.22 any automated use of the system, such as, but not limited to, using scripts to send comments or messages;
- 7.23 interfering with, disrupting, or creating an undue burden on the SAIC Services or the networks or services connected to the SAIC Services;
- 7.24 impersonating or attempting to impersonate another Member, person or entity;
- 7.25 using the account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account;
- 7.26 selling or otherwise transferring your profile;

- 7.27 using any information obtained from the SAIC Services in order to harass, abuse, or harm another person or entity, or attempting to do the same;
- 7.28 displaying an unauthorized commercial advertisement on your profile, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity through the unauthorized or impermissible use of the SAIC Services on behalf of that person; or
- 7.29 using the SAIC Services in a manner inconsistent with any and all applicable laws and regulations.

8. **Protecting Copyrights and Other Intellectual Property.** SAIC respects the intellectual property of others, and requires that our users do the same. You may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. SAIC has the right to terminate the Membership of infringers.

If you believe your work has been copied and posted on or through the SAIC Services in a way that constitutes copyright infringement, please send SAIC's Copyright Agent a notification of claimed infringement with all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the SAIC Services (providing the URL(s) of the claimed infringing material satisfies this requirement); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or a uthorized to act on the copyright owner's behalf; and (f) your physical or electronic signature. SAIC's Copyright Agent for notification of claimed infringement can be reached as follows: The Art Institute of Chicago, Office of The General Counsel, 111 South Michigan Avenue, Chicago, IL 60603.

9. **Member Disputes.** You are solely responsible for your interactions with other SAIC Members. SAIC reserves the right, but has no obligation, to become involved in any way with disputes between you and other Members.
10. **Disclaimers.** SAIC is not responsible for and makes no warranties, express or implied, as to the User Content or the accuracy and reliability of the User Content posted on or through the SAIC Services, whether caused by Users of the SAIC Services or by any of the equipment or programming associated with or utilized in the SAIC Services and such User Content does not necessarily reflect the opinions or policies of SAIC. Profiles and third party applications created and posted by Members on the SAIC Website may contain links to other websites. SAIC is not responsible for the content,

accuracy or opinions expressed on such websites, and such websites are not necessarily investigated, monitored or checked for accuracy or completeness by SAIC. Inclusion of any linked website on the SAIC Services does not imply approval or endorsement of the linked website by SAIC. When you access these third party sites, you do so at your own risk. SAIC takes no responsibility for third party advertisements or third party applications that are posted on or through the SAIC Services, nor does it take any responsibility for the goods or services provided by its advertisers. SAIC is not responsible for the conduct, whether online or offline, of any User of the SAIC Services. SAIC assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member communication. SAIC is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the SAIC Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the SAIC Services. Under no circumstances shall SAIC be responsible for any loss or damage, including personal injury or death, resulting from use of the SAIC Services, attendance at a SAIC event, from any User Content posted on or through the SAIC Services, or from the conduct of any Users of the SAIC Services, whether online or offline. The SAIC Services are provided "AS-IS" and as available and SAIC expressly disclaims any warranty of fitness for a particular purpose or non-infringement. SAIC cannot guarantee and does not promise any specific results from use of the SAIC Services.

11. **Limitation on Liability.** IN NO EVENT SHALL SAIC BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SAIC SERVICES, EVEN IF SAIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SAIC'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO SAIC FOR THE SAIC SERVICES DURING THE TERM OF MEMBERSHIP.
12. **U.S. Export Controls.** Software available in connection with the SAIC Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the SAIC Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.
13. **Disputes.** The Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its conflict of law provisions. You and SAIC agree to submit to the exclusive jurisdiction of the courts located within the State of Illinois to resolve any dispute arising out of the Agreement or the SAIC Services.

14. **Indemnity.** You agree to indemnify and hold SAIC, its affiliates, and their respective trustees, officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the SAIC Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth in this Agreement and/or if any Content that you post on or through the SAIC Services causes SAIC to be liable to another.
15. **Other.** This Agreement is accepted upon your use of the website or any of the SAIC Services and is further affirmed by you becoming a Member. This Agreement constitutes the entire agreement between you and SAIC regarding the use of the SAIC Services. The failure of SAIC to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.