

IO Education Website Terms of Use

Effective June 1, 2016



These Terms of Use (together with our Privacy Policy, collectively, the “Terms” or this “Agreement”) is a legal agreement between you and IO Education, LLC, a Delaware limited liability company (“IO Education”), that governs your use of the www.ioeducation.com website and associated webpages (collectively the “Site”).

Please read these Terms carefully. Your use of the Site constitutes your agreement, without modification, to all of the terms, conditions, and notices in these Terms. If you do not accept these Terms, you may not use the Site. As used in these Terms, “we,” “our” or “us” refers to IO Education. “You,” “yours” or other similar designation refers to the person accessing or using the Site.

Special terms or authorizations apply to some services or products offered on or through the Site, including, without limitation, the online data aggregation and analysis system and professional and student development services available on the Site (the “Services”). These terms may be posted on the Site in connection with the applicable products and services or contained in a separate written agreement between your organization and IO Education, and you (or your employer) must agree to such terms before we provide those services to you. Any such terms are in addition to these Terms, and in the event of a conflict, prevail over these Terms with respect to your use of the Services.

We reserve the right to change these Terms at any time by posting revised Terms on the Site or by sending an email to the last email address you gave us, so we encourage you to review this web page periodically. The changes will be effective immediately when posted. Your use or continued use of the Site following the posting of any changes to these Terms shall constitute your acceptance of the changed Terms.

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We may change, suspend or discontinue any aspect of the Site at any time, including the availability of any feature, database or content. We may also impose limits on certain features and services or restrict your access to part, or all, of the Site without notice or liability.

LINKS TO THIRD PARTY SITES

The Site may contain links to other websites owned or maintained by third parties (“Linked Sites”). The Linked Sites are not under our control, and we are not responsible for the contents of any Linked Site or any changes or updates to a Linked Site. We do not guarantee the accuracy and completeness of the information obtained through any Linked Site. Accordingly, we will not be liable for decisions made based upon information on the Linked Sites. We are not responsible for web casting or any other transmission received from any Linked Site. We provide these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site or any association with its operators.

USE OF SITE

As a condition of your use of the Site, you warrant that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in a manner that could damage, disable, or impair the Site or interfere with another party’s use of the Site. You may not obtain or attempt to obtain any content through any means not intentionally made available through the Site. You further represent, warrant and covenant that you will not upload, post, distribute or otherwise publish through the Site any materials that (i) restrict any other user from using and enjoying the Site, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive,

pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would give rise to civil liability or otherwise violate any law, (iv) violate or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or other proprietary rights, (v) contain a virus or other harmful component, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising of any kind, or (viii) contain false or misleading indications of origin or statements of fact.

SUBMISSIONS

By posting or submitting any materials or any other communication (individually or collectively "Submissions") to or through the Site, you grant us and our affiliated companies and necessary sub-licensees a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Submissions, in all media now known or hereafter developed, unless otherwise prohibited by the terms of this Policy or any applicable federal, state or local law or regulation. You waive all rights to any claim against us for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with our authorized use of such Submissions.

By posting or submitting your Submissions, you warrant and represent that you own or control all of the rights to your Submissions, including, without limitation, all the rights necessary for you to provide or submit such Submission. You acknowledge that, by submitting Submissions through the Site, no confidential, fiduciary, contractually implied or other relationship is created between you and us other than pursuant to these Terms or applicable federal, state or local law or regulations. The terms of this paragraph do not apply to any Submissions you make through or client data provided via Services, which Submissions will be governed by the separate terms applicable to the Services. We will not use, transmit or distribute any such Submissions, except as permitted by those separate terms.

TRUTHFUL DISCLOSURE

Some features of the Site permit or require you to submit certain personal information to utilize such features. You agree to provide and maintain accurate and complete information about yourself as prompted by the Site. By providing us with such information, you authorize us and our third party agents to make any inquiries we consider necessary to confirm such information. You will not impersonate any third party or misrepresent your identity or affiliation with any third party, including using another person's account information, or another person's name, likeness, voice, image or photograph. You are responsible for maintaining the confidentiality of your personal information and for restricting access to your computer. You agree to notify us promptly of any unauthorized use of your identity, or personal information, or other breach of security that you become aware of involving or relating to

the Site.

LIABILITY DISCLAIMER AND LIMITATION

THE SITE AND THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, CONTENTS, GRAPHICS, DOCUMENTS AND OTHER ELEMENTS INCLUDED IN OR AVAILABLE THROUGH THE SITE (COLLECTIVELY, THE "CONTENTS") MAY INCLUDE ERRORS. WE MAY, IN OUR SOLE DISCRETION, MAKE IMPROVEMENTS, DELETIONS, OR OTHER CHANGES IN THE SITE AND THE CONTENTS AT ANY TIME WITHOUT NOTICE, BUT WE ARE NOT REQUIRED TO DO SO. WE MAY IMPOSE LIMITS ON CERTAIN FEATURES AND SERVICES OR RESTRICT YOUR ACCESS TO THE SITE OR TO PORTIONS OF IT WITHOUT NOTICE OR LIABILITY.

PLEASE INFORM IO EDUCATION OF ANY ERRORS AT support@ioeducation.com

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TERMINATION; ACCESS RESTRICTION

We reserve the right, in our sole discretion, to suspend the Site, suspend or terminate your use of the Site or terminate these Terms at any time, without notice, for any reason. The Submissions, Liability Disclaimer and Limitation, Indemnification, Compliance with Laws and General sections of this Policy shall survive any such termination.

INDEMNIFICATION

You agree to indemnify, defend and hold us and all our directors, officers, agents, employees, suppliers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties (including, without limitation, reasonable attorneys' fees and costs) in connection with any claim arising out of or related to (i) your Submissions as provided to us or (ii) any breach by you of these Terms or the representations, warranties and covenants contained herein. You shall cooperate fully with us in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and

control of any matter subject to indemnification by you, and you shall not settle any action or matter without our written consent. In addition, you acknowledge and agree that we have the right to seek damages when you use the Site for unlawful purposes, in an unlawful manner, or in a manner inconsistent with the terms of these Terms, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance or consequential damages. In the event that we are required to respond to a third party or law enforcement subpoena or court order that is related to your use of the Site or the Products, we may, in our sole discretion, require you to reimburse us for our reasonable expenses associated with complying with such subpoena or order.

COMPLIANCE WITH LAWS

You represent and warrant that your use of the Site will comply with all applicable laws and regulations. In recognition of the global nature of the Internet, you agree to comply with all local rules where you reside or your organization is located regarding online activities and the Site or the Products. Without limiting the generality of the foregoing, you agree to comply with all applicable laws regarding the transmission of technical data exported to or from the United States or the country in which you reside. The Site is controlled and operated by us from our offices within the United States and we make no representation that the Site is appropriate or available for use in other locations. Those who access the Site from other locations do so at their own initiative and risk, and are fully responsible for compliance with all applicable laws in those locations. We do not offer the Site or the Products where prohibited by law. You may not use, remove or export from the United States or allow the export or re-export of the Site, or any direct product thereof, including technical data, in violation of any restrictions, laws, or regulations of the United States or any other applicable country.

GENERAL

Unless otherwise expressly stated herein, these Terms (together with the Privacy Policy, incorporated herein by this reference) (i) constitute the entire agreement between you and us with respect to your use of the Site, and (ii) supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties. No agency, partnership, joint venture, or employment is created as a result of these Terms, and you do not have any authority of any kind to bind us in any respect whatsoever. The headings of the sections of these Terms are for convenience only and have no legal or contractual effect. Any notice to you in connection with this Agreement will

be effective when we send it to the last email or physical address you gave us or posted on our Site. Any notice to us will be effective when delivered to us at our physical address, 1380 Peachtree Industrial Blvd, Suite 200, Suwanee, GA 30024, or any addresses as we may later post on the Site.

THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS MADE AND PERFORMED THERE WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE, SUPERIOR AND FEDERAL COURTS HAVING JURISDICTION OVER GWINNETT COUNTY, GEORGIA, IN ALL DISPUTES ARISING OUT OF OR RELATING TO THE USE OF SITE, THE SERVICES OR THESE TERMS, AND YOU WAIVE ANY JURISDICTIONAL, VENUE, OR INCONVENIENT FORUM OBJECTIONS TO SUCH COURTS.

If you violate, or threaten to violate these Terms, then we will have the right, and in addition to all other remedies available we might have in equity or under these Terms, to affirmative or negative injunctive relief from a court of competent jurisdiction. You acknowledge that a violation of these Terms would cause irreparable harm and that all other remedies are inadequate. If any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be deemed eliminated to the minimum extent necessary and the remainder shall continue in effect. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises. In any action to enforce these Terms, we will be entitled to our costs and attorneys' fees.

None of this Agreement, your account or your obligations or rights hereunder may be transferred or assigned by you without our prior written consent, and any attempted assignment, transfer or other disposition by you in violation of this provision will be null, void and of no force and effect. We may freely assign this Agreement without your consent. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto. There shall be no third party beneficiaries to this Agreement. Time is of the essence.