

## **CFNC.ORG TERMS OF USE**

### **COLLEGE FOUNDATION OF NORTH CAROLINA**

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### **AGREEMENT BETWEEN USER AND CFNC**

The CFNC Website is offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained herein. Your use of the CFNC Website constitutes your agreement to all such terms, conditions and notices.

### **MODIFICATION OF THESE TERMS OF USE**

CFNC reserves the right to change the terms, conditions, and notices under which the CFNC Website is offered in our sole discretion at any time, including but not limited to the changes associated with the use of the CFNC Website. Your continued use of the CFNC Website following the posting of revised Terms of Use means that you accept and agree to the changes.

CFNC reserves the right to disclose aggregated data, or information or statements we publish without attribution to any identifiable individual, specific data, or statements that you separately and specifically agree we can share with the larger public or media, without infringing upon the user's confidentiality.

### **IP ADDRESSES**

When your web browser or email application requests a web page or email from another computer on the Internet, it automatically gives that computer the address where it should send the information. This is called your computer's IP address. The CFNC Website may collect IP addresses for purposes including, but not limited to, system administration, marketing CFNC services, and auditing the use of this site. Although the CFNC Website may log your IP address, it will not generally link your IP address to anything that would enable a third party to identify you. However, the CFNC Website may use IP addresses to identify a user when it is necessary to enforce compliance with CFNC Website Terms of Use or other terms of service or to protect our service, site, users, or others.

### **COOKIES and PIXEL TAGS**

Some pages on this site may use “cookies”—small files that the site places on your hard drive for identification purposes. A cookie file can contain information such as a user ID to track the pages visited, but the only personal information a cookie can contain is information you supply yourself. These files are used for site registration and customization the next time you visit us. Some parts of the site may also use cookies to track user traffic patterns, in order to determine the usefulness of the CFNC Website information to our users and to see how effective our navigational structure is in helping users reach that information. Please note that cookies cannot read data off of your hard drive. Your Web browser may allow you to be notified when you are receiving a cookie, giving you the choice to accept it or not. If you prefer not to receive cookies while browsing the CFNC Website, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse all cookies by turning them off in your browser. By not accepting cookies, some pages may not fully function and you may not be able to access certain information on this site.

The CFNC Website or individual CFNC Members may also use “pixel tags,” also sometimes called web beacons or clear GIFs, in connection with some website pages and HTML-formatted email messages to, among other things, compile aggregate statistics about site usage, response rates and the effectiveness of outreach. A pixel tag is an electronic image, often a single pixel, which is ordinarily not visible to site visitors and may be associated with cookies on your hard drive. When you access these pages, pixel

tags generate a generic notice of that visit. They usually work in conjunction with cookies, registering when a particular computer visits a particular page. If you turn off cookies, the pixel tag will simply detect an anonymous website visit.

### **LINKS TO THIRD PARTY SITES**

The CFNC Website may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of CFNC, and CFNC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. CFNC is not responsible for webcasting or any other form of transmission received from any Linked Site. CFNC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by CFNC of the site or any association with its operators.

### **NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of the CFNC Website, you warrant to CFNC that you will not use the CFNC Website for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the CFNC Website in any manner, which could damage, disable, overburden, or impair the CFNC Website or interfere with any other party's use and enjoyment of the CFNC Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the CFNC Website, including, but not limited to, data mining, robots, or similar data gathering and extraction tools.

### **PASSWORDS AND ACCOUNT SECURITY**

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the CFNC Website. Accordingly, you agree that you will be solely responsible to CFNC for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify CFNC immediately at 866-866-CFNC (2362). You agree to not share access to the CFNC Website.

### **SECURITY MEASURES**

The CFNC Website encrypts the data you input when in route between your browser and the CFNC Website server, and when in route between the CFNC Website server and some other browser or server. This practice helps prevent unauthorized third parties from intercepting and gaining access to your private data during transmission over the Internet. The CFNC Website uses Secure Socket Layer (SSL) encryption.

Data residing on the CFNC Website server is password protected, and access is provided only to the account holder who created the password, anyone to whom that account holder entrusts the password, those employees who require such access to administer and maintain the CFNC Website or to provide requested customer support to users of the CFNC Website, and those employees of CFNC Members who require such access to create reports based on aggregated information that is rendered no longer personally identifying in the aggregation process. Certain account information may also be shared with other authorized individuals such as guidance counselors or career counselors, upon consent from the account holder.

All comments, concerns and notices of violations of these Terms of Use can be made to 866-866-CFNC (2362). If you have a concern about copyright ownership to any information posted on the CFNC Website, please refer to the DIGITAL MILLENIUM COPYRIGHT ACT provisions below.

CFNC reserves the right to:

- Review materials posted to the CFNC Website and to remove or edit any materials in its sole discretion, including those in violation of these Terms of Use.
- Disclose your identity to any third party who claims that material posted by you violates such party's rights, including intellectual property rights or right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the CFNC Website.
- Change, terminate or suspend any content or materials contained in the CFNC Website, in any way, at any time and for any reason or no reason. CFNC also has the right to require you to cease accessing any features, content or materials of the CFNC Website.

## **TERMINATION/ACCESS RESTRICTION**

CFNC reserves the right, in its sole discretion, to edit, refuse to post, or remove any information or materials, in whole or in part, or to terminate your access to the CFNC Website and the related services or any portion thereof at any time, without notice.

## **LIABILITY DISCLAIMER**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE CFNC WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE CFNC MEMBERS AND/OR ITS OR THEIR VENDORS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE CFNC WEBSITE AT ANY TIME. ADVICE RECEIVED VIA THE CFNC WEBSITE SHOULD NOT BE RELIED UPON FOR PERSONAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

THE CFNC MEMBERS AND/OR ITS OR THEIR VENDORS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE CFNC WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. CFNC AND/OR ITS VENDORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFNC AND/OR ITS VENDORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE CFNC WEBSITE, WITH THE DELAY OR INABILITY TO USE THE CFNC WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE CFNC WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE CFNC WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CFNC (OR ANY OF ITS VENDORS) HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE CFNC WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE CFNC WEBSITE.

## **INDEMNIFICATION**

Except as prohibited by law, you will hold the CFNC Members and each of their officers, directors, trustees, employees and agents harmless for any indirect, punitive, special, incidental or consequential damage, however it arises (including attorneys' fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence or other tortious action, or arising out of or in connection with these Terms of Use, including without limitation any claim for personal injury or property damage, arising from (i) your use of and access to the CFNC Website; (ii) your violation of any of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the CFNC Website.

## **DIGITAL MILLENIUM COPYRIGHT ACT (DMCA) NOTICES**

CFNC respects the intellectual property of others, and, particularly as to user generated content in comments, discussion boards or in other user contributed content, as applicable, we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please email [DMCAnotice@cfi.org](mailto:DMCAnotice@cfi.org) with the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the site;

- d. your address, telephone number and email address;
- e. 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; and
- f. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

## **INTERNATIONAL USERS**

CFNC makes no claims regarding access or use of the CFNC Website or CFNC content outside of the United States. If you use or access the CFNC Website or CFNC content outside of the United States, you are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.

## **PRIVACY AND PERSONAL INFORMATION**

For information about the data protection practices associated with CFNC, please read the Privacy Policies of each of the CFNC Members located on the CFNC Website. These policies explain how each of the CFNC Members having access to your information treats your personal information, and protects your privacy, when you use the CFNC Website and services provided by the CFNC Members. You agree to the use of your data in accordance with these Terms of Use and the Privacy Policies of each of the CFNC Members.

## **PERPETUITY RIGHTS**

When these Terms of Use come to an end, all of the legal rights, obligations and liabilities that you and CFNC have benefited from, been subject to (or which have accrued over time whilst the Terms of Use have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of the Terms of Use shall continue to apply to such rights, obligations and liabilities indefinitely.

## **ADVERTISEMENT**

CFNC reserves the right to support some of the CFNC Website or other CFNC services by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the CFNC Website, queries made through the CFNC Website or other information. The manner, mode and extent of advertising by CFNC on the CFNC Website are subject to change without specific notice to you.

## **TRADEMARKS**

All CFNC trademarks and the trademarks of the CFNC Members are strictly owned collectively by CFNC Members or the respective CFNC Member, and nothing in these terms can be construed to transfer ownership rights or grant any permission, license or other rights to any of these trademarks without written authorization from CFNC or the relevant CFNC Member.

The names of educational institutions, companies, and products mentioned within the CFNC Website may be the trademarks of their respective owners.

Any rights not expressly granted herein are reserved.

## **GENERAL LEGAL TERMS**

The Terms of Use constitute the whole legal agreement between you and CFNC and govern your use of the CFNC Website (but excluding any services which CFNC may provide to you under a separate written agreement), and completely replace any prior agreements between you and CFNC in relation to the CFNC Website.

You acknowledge and agree that the form and nature of the CFNC Website, which CFNC provides, may change from time to time with or without prior notice to you.

As part of CFNC's continuing innovation, you acknowledge and agree that CFNC may stop (permanently or temporarily) providing the CFNC Website (or any features within the CFNC Website) to you or to users generally at CFNC's sole discretion, without prior notice to you. You may stop using the CFNC Website at any time. You do not need to specifically inform CFNC when you stop using the CFNC Website.

You acknowledge and agree that if CFNC disables access to your account, you may be prevented from accessing the CFNC Website, your account details or any files or other content, which is contained in your account.

Unless you have been specifically permitted to do so in a separate agreement with CFNC, you agree that you will not reproduce, duplicate, copy, sell, trade or otherwise distribute content from the CFNC Website for any purpose. You agree that you are solely responsible for (and that CFNC has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which CFNC may suffer) of any such breach.

You acknowledge and agree that while CFNC may not currently have set a fixed limit on the number of transmissions you may send, receive or store/manage through the CFNC Website, such fixed limits may be set by CFNC at any time, at CFNC's discretion.

You agree that if CFNC does not exercise or enforce any legal right or remedy which is contained in the Terms of Use (or which CFNC has the benefit of under any applicable law), this will not be taken to be a formal waiver of CFNC's rights and that those rights or remedies will still be available to CFNC.

Unless CFNC has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the CFNC Website, grant a security interest in or over your rights to use the CFNC Website, or otherwise transfer any part of your rights to use the Software. This means also that you shall not share your password or user access with others.

If any disagreement or dispute arises regarding these Terms of Use or any rights or obligations conveyed hereunder, the disagreement shall be resolved, whenever possible, by meeting and conferring. If such efforts are unsuccessful, you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

The Terms of Use, and your relationship with CFNC under the Terms of Use, shall be governed by the laws of the state of North Carolina, without regard to conflict of laws provisions. You and CFNC agree to submit to the exclusive jurisdiction of the courts located within North Carolina to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that the relevant CFNC Member shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms of Use is invalid, then that provision will be removed from the Terms of Use without affecting the rest of the Terms of Use, which will remain in full force and effect.

**These Terms of Use are effective as of August 22, 2016.**