

## **TERMS AND CONDITIONS OF USE**

### **1. Acceptance of Terms and Conditions of Use**

Welcome to Ardeo Education Solutions' ("we" or "us") website [mylrap.org](http://mylrap.org) (the "Site"). Through the Site, we provide qualifying students with access to our loan repayment assistance program. By accessing the Site, any of the various features, applications, emails, content, uploads, or products now or subsequently available through the Site (collectively, the "Services," and together with the Site, the "Platform"), you agree to be bound by these terms and conditions of use (these "Terms") and all applicable federal, state, and local laws and regulations. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU ARE NOT AUTHORIZED TO AND ARE PROHIBITED FROM ACCESSING THE PLATFORM.** We may change these Terms at any time by posting revisions to the Site, and your continued use of the Platform indicates your agreement to the revised Terms. Accordingly, we urge you to regularly review these Terms.

### **2. Privacy Policy**

Our Privacy Policy (the "Policy") describes how we handle your personal information when you use the Platform. The Policy is part of and is incorporated into these Terms. You may view or print the current version of the Policy by clicking here [mylrap.org/privacy](http://mylrap.org/privacy)

### **3. User Registration**

To obtain access to certain portions of the Site or certain Services, you are required to complete a registration. You agree that you will provide true, accurate, current and complete information about yourself as prompted by the registration process and that you will update that information as necessary to maintain its accuracy. You are responsible for safeguarding any password that you use to access the Platform. When formulating your password, use a combination of upper and lower case letters, numbers, and symbols to maximize the strength of your password. You may not (i) disclose your password or other account information to any third party; (ii) transfer your account or user ID to a third party; or (iii) use a third party's account information, passwords, or log-in information. If you become aware of any unauthorized use of your account or any related security breach, you must immediately notify us. We are not responsible for any loss or damage that arises from your failure to comply with this section, or with any other terms and conditions of this Site.

### **4. Content**

You should assume that everything that you read, see, or hear on the Platform, including all files, images, text, software, and data (collectively, the "Content"), is copyrighted or otherwise protected and owned by us or some third party who licensed to us the right to use and provide to you such Content. For the avoidance of any doubt, the Content includes any code that we use to generate or display the Content, the pages making up the Site, and any user interface on the Platform. Unless otherwise expressly noted, the Content may not be copied, used, modified, or adapted except as provided in these Terms or with our prior written approval.

All content not originating with us and instead originating from a third party is provided for your interest and convenience only, and we do not endorse such content nor the third parties who supply it, nor do we warrant or represent that such content is current, accurate, complete or reliable. You understand that you may be exposed to content that you might consider offensive, harmful, inaccurate, deceptive, or otherwise inappropriate. Under no circumstances shall we be liable in

any way for any such content or any loss or damage of any kind (including but not limited to personal injury and professional negligence) incurred as a result of your use or reliance on such content.

## **5. Platform License Grant**

Subject to your compliance with these Terms, we grant to you a limited, non-exclusive, non-transferable, freely revocable license to use the Platform as described below and to view, download, and print Content from the Platform, except as we may restrict or block at the request of our Content providers or of our own initiative. You may not reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from the Content or the Platform except with our prior written permission or any third party holding the right to license such use, as applicable.

## **6. Your Use of The Platform**

### **a. Uploading Content to the Platform**

#### **i. Eligibility**

In order to upload your content ("User Content") to the Platform, you must (i) have an account in good standing with us and (ii) be at least eighteen (18) years of age. The term "User Content" includes, but is not limited to, your student transcripts and any and all communications to us originating from you.

#### **ii. License Grant to Us**

By uploading your User Content to the Platform, you grant to us a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty free, sub-licensable license to host, transfer, display, perform, reproduce, distribute, compress or convert for distribution, monetize, charge money for, restrict access to view, restrict access to download, advertise against, and otherwise exploit your User Content, in any media formats and through any media channels, in order to publish and promote such User Content in connection with services offered or to be offered by us. Such license will apply to any form, media, or technology now known or hereafter developed. You may terminate this grant of license to us as to any specific piece of User Content by requesting in a writing to us the removal, deletion, or modification of that piece of User Content from the Platform.

#### **iii. Your Representations and Warranties**

You are solely responsible for your User Content. By uploading your User Content, you represent and warrant that:

- All of the information you have provided to us is current and accurate;
- You are the creator and owner of the User Content and that you have the necessary licenses, rights, consents and authorizations (including but not limited to consents and authorizations

of any persons or owners of any products depicted), releases, and permissions to use and to authorize us and our users to use your User Content in the manner permitted herein;

- Your User Content (i) does not slander, defame, or libel any other party; (ii) does not violate any other party's publicity rights, privacy rights, seclusion rights, trade secret rights, or other intellectual property rights; (iii) is not indecent, obscene, pornographic, or profane; (iv) is not otherwise unlawful; and (v) does not contain any computer viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;
- You are not party to another agreement that is in conflict with these Terms;
- Your User Content is free from all digital rights management software or tools; and
- No intellectual property infringement claim has been asserted or threatened against you with respect to any piece of your User Content, and you shall immediately inform us if such assertions or threat take place.

## **7. Your Overall Use of the Platform**

You agree to use the Platform in a manner consistent with any and all applicable laws, rules and regulations. Any unauthorized modification to, tampering with or change to any information, or any interference with the availability of or access to the Platform is strictly prohibited. You will not hack into or otherwise gain unauthorized access to the Platform, our computer systems, or the computer systems of other users of the Platform. You will not engage in any data mining in connection with the Platform. You will not post false, inaccurate, misleading, defamatory, or libelous content in any manner. You will not distribute or post spam, unsolicited or bulk electronic communications, chain letters, or solicit participation in pyramid schemes. You will not distribute viruses or any other malicious technologies that may harm our interests or the interests of our users. You may not impersonate another person or misrepresent your affiliation with a third party. You may not use any robot, spider, scraper, or other automated means to access the Platform, any Content, or any User Content whatsoever for any purpose. You will use the Platform for lawful purposes only. You will not take any action that imposes an unreasonable or disproportionately large load on the Platform's infrastructure. You will not forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. You will not reverse engineer or decompile any part of the Platform.

We reserve all rights and remedies available to us including reporting any breach or compromise of this Site to the relevant law enforcement authorities and cooperating with those authorities by disclosing your identity to them.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue the Platform. Additionally, we reserve the right to refuse or terminate our Services to anyone for any reason at our discretion, including but not limited to, failure to abide by these Terms and Conditions.

## **8. Digital Millennium Copyright Act Compliance**

If you are a copyright owner or an agent thereof, and you believe that any Content, User Content, or other material hosted on the Platform infringes your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Our Designated Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3)) for further detail):

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Platform are covered by a single notification, a representative list of such works on the Platform;
- (c) 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;
- (d) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) 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.

Our Designated Copyright Agent to receive notifications of claimed infringement can be reached as follows: Copyright Agent at [ADDRESS] or by email at [EMAIL]. You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

## **9. Links to Third Party Sites**

Through the Platform, we may provide links to sites operated by third parties. Your use of and access to such sites is completely voluntary and in no way required by your use of this Platform. The linked sites are not under our control, and we are not responsible for the content of any linked site or subsequent links from that site, or for the security of any of your personal information that may be compromised through your use of or access to such sites. We may provide links only as a courtesy to our users, but such links do not (and will not) imply our endorsement of any linked site.

## **10. Linking to the Site**

We do not object to you linking directly to the information that is hosted on the Platform, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval

or endorsement on our part where none exists. You may not establish a link to the Platform from any website that is not owned by you. The Platform must not be framed on any other site. We may withdraw linking permission without notice.

### **11. Disclaimer of Warranties**

THE PLATFORM IS PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY EITHER US OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION OR PRODUCTION OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTY (I) THAT THE PLATFORM IS ACCURATE, RELIABLE OR CORRECT; (II) THAT THE PLATFORM WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (III) THAT THE PLATFORM, THE CONTENT, OR DATA OF YOURS OR ABOUT YOU ARE SECURE; (IV) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (V) THAT THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (VI) THAT THE PLATFORM WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION; (VII) REGARDING THE INFORMATION APPEARING ON THE PLATFORM; OR (VIII) THAT YOU WILL ACHIEVE SUCCESSFUL RESULTS FROM FOLLOWING ANY INSTRUCTIONS, DIRECTIONS OR RECOMMENDATIONS PROVIDED BY US.

### **12. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR USE OF THE PLATFORM OR INABILITY TO USE THE PLATFORM; (II) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, EFFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, SECURITY BREACH, OR LOSS OF USE RELATED TO THE PLATFORM; (III) DAMAGE TO YOUR HARDWARE RESULTING FROM YOUR USE OF THE PLATFORM; AND (IV) THE ACTIONS OR INACTIONS OF THIRD PARTIES, INCLUDING THE INACCURACY OF ANY CONTENT OR MATERIAL SUCH PARTIES PROVIDE THROUGH THE PLATFORM. IF YOU ARE DISSATISFIED WITH US, THE PLATFORM OR THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PLATFORM. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN OUR AGGREGATE LIABILITY FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED \$100.00.

### **13. Indemnification**

You shall indemnify and defend us and our members, employees, contractors, officers and directors from and against all liability, claims, suits or other proceedings, including third party claims, whether threatened or filed, directly or indirectly, resulting from or based on a claim of or relating to, (a) any breach by you of any obligation, covenant or representation contained in this Agreement, (b) a claim that any User Content or other material that you upload to or otherwise transfer via the Platform infringes any intellectual property or moral rights of a third party, (c) any claims brought against us arising from your use of the Platform, including but not limited to any claims of personal or financial injury by third parties.

### **14. Choice of Law**

The Terms shall, for all domestic and international purposes, be governed, interpreted, construed, and enforced solely and exclusively in accordance with the laws of the State of Indiana, U.S.A., without regard to conflicts of law provisions. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms or your use of the Platform shall be filed only in the state or federal courts located in Indianapolis, Indiana, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. All actions or proceedings arising out of or relating to the Terms shall be venued exclusively in state and federal courts in Indianapolis, Indiana. You waive any objection you may now or hereafter have with respect to venue or to convenience of such forum.

### **15. Integration and Severability**

The Terms constitute the entire agreement between you and us with respect to the Platform and supersede all prior or contemporaneous communications and proposals with respect to the Platform. If any provision of the Terms is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision.

### **16. Waiver**

Our failure at any time to require performance of any provision of these Terms (including the Policy, which is incorporated by reference) or to exercise any right provided for herein or by law shall not be deemed a waiver of such provision or such right. All waivers must be in writing and signed by our authorized representative. Unless the written waiver contains an express statement to the contrary, no waiver by us of any breach of any provision of the Terms of any right provided for herein or by law shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms.

### **17. Termination**

We reserve the right, in our sole discretion, to terminate your access to all or part of the Platform, with or without notice. You understand that your account information will be deleted from our database upon account termination. Such destruction will be accomplished in a manner consistent with legal requirements. Information may continue to be available for some period of time due to delays in propagating the deletion on our servers.