

## **CAPPEXCONNECT TERMS OF USE**

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### **USE OF THE SERVICE.**

You may use the Service to attend virtual events, such as college fairs, college open houses, college or university or trade school presentations, provided that you:

- Create a user profile for attending Sponsor’s virtual events with accurate registration information about yourself or your child. You may not login to the Service as anyone other than yourself.
- Are over the age of 13 and under parental or guardian supervision if under the age of 18.
- Use the Service strictly in accordance with these Terms of Use.
- In all your communications and postings, you treat others (including students and Sponsors) with dignity and respect and do not engage in any harassing or threatening treatment of others, including, without limitations, based on race, gender, age, national origin, or sexual preference.
- Do not act in a manner that is disruptive to a virtual event or others use of the Service.
- Comply with all federal, state and local laws, rules and regulations.

*FAILURE TO COMPLY ANY OF THE FOREGOING MAY RESULT IN THE IMMEDIATE TERMINATION OF YOUR ACCESS TO THE SERVICE AND/OR THE CAPPEX SITE(S), AMONG OTHER REMEDIES.*

### **PROPER POSTING OF MESSAGES, INQUIRES AND CONTENT TO PUBLIC AREAS**

The Service may initially and/or in the future contain chat rooms, public posting forums or one-to-one communication forums permitting direct communications with other users (each a

"Public Access Area"). Any information provided by you in these rooms or forums is deemed to be information available for public viewing, not subject to any disclosure restrictions by Cappex. Cappex is not responsible for any information posted and/or viewed in such portions of a Cappex Site.

The information and opinions expressed in materials posted in a Public Access Area are not those of Cappex, and Cappex makes no representations or warranties regarding such posted information or materials. You should be aware that any information disclosed or posted in any Public Access Area is public, not a private communication, even when using a one on one chat function. When you voluntarily disclose personal information in a Public Access Area, that information can be collected and used by others and may result in you receiving unsolicited messages from other people. You are prohibited from submitting, uploading or posting to a Public Access Area any messages or content which:

- (1) libels, defames, invades privacy, or is obscene, pornographic, abusive, or threatening;
- (2) infringes any intellectual property or other right of any person or entity, including but not limited to, violating anyone's copyrights or trademarks (whether or not registered);
- (3) falsifies or deletes author attributions, legal notices or other proprietary designations;
- (4) violates any law;
- (5) advocates illegal activity;
- (6) knowingly contains viruses, corrupted files, or other materials that may cause damage to another's computer;
- (7) may be offensive to others (as determined by Cappex or its Sponsor); or
- (8) advertises or otherwise solicits funds or sales of goods or services.

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#### **PERMITTED USES AND PROHIBITED ACTIVITIES.**

The Service and the Cappex Sites may be used only for lawful purposes by individuals seeking information about colleges, universities and trade schools, the application process to such institutions, scholarships and financial aid. Cappex specifically prohibits any other use of the Service. By using the Service you agree not to take any of the following actions with respect to the Service or any Cappex Site:

(a) Using any device, software or routine to interfere or attempt to interfere with the proper working of any Cappex Site, the Service any virtual event or the access of third parties to a Cappex Site or the Service;

(b) Using or attempting to use any engine, software, tool, agent or other device or mechanism (including, without limitation, customized browsers, spiders, robots, avatars or intelligent agents) to navigate or search any Cappex Site for the collection of data. You are not prohibited from using customary web browsers, such as Microsoft Internet Explorer and Google Chrome, in their intended manner to find Cappex Site(s);

(c) Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or any Cappex Site;

(d) Taking any action which imposes an unreasonable or disproportionately large load on any Cappex Site's infrastructure, including, without limitation, denial of service attacks, flooding, spamming or mailbombing;

(e) Aggregating, copying or duplicating in any manner any of the Service Content or information available on the Service or from any Cappex Site;

(f) Sending unsolicited e-mail, including promotions and/or advertising of products or services;  
or

(g) Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability.

#### **YOUR PERSONAL INFORMATION.**

When you register for the Service, you will be asked to provide Cappex with certain information including, without limitation, your name, address, telephone number and a valid email address (your "Personal Information"). In addition to the terms and conditions that may be set forth in Cappex Privacy Policy for this Service, you understand and agree that Cappex may disclose to third parties, on an anonymous basis, certain aggregate information based on the information you provide to Cappex and your usage of the Service. Cappex reserves the right to offer third party services and products to you based on the information and preferences that you provide to Cappex during your registration at the Service and at any time thereafter; such offers may be made by Cappex or by third parties. Please see Cappex's Privacy Policy for further details regarding your Personal Information. We are not responsible for any data collection and practices of nonaffiliated third-parties that are linked to or from our Service or a Cappex Site.

#### **CHILDREN UNDER THE AGE OF 13.**

The safety and privacy of children is very important to us. We are committed to comply with the requirements of all federal and state law, including the Children's Online Privacy Protection Act of 1998 ("COPPA"). For more information about COPPA, please visit the Federal Trade Commission's website at COPPA Website. This Service is not intended for children under the age of 13. Cappex will not knowingly register or otherwise collect Personal Information from persons who identify themselves as being under the age of 13 during the registration process, without the prior consent of such child's parent or guardian.

#### **LOGIN INFORMATION AND PASSWORDS.**

When you register for the Service or at a Cappex Site, you will be requested to enter a password and login information which will provide you with access to the Service and/or

Cappex Site. You are responsible for maintaining the secrecy of your password. While you will be able to permit others to access your account and information, such as a parent or guardian, you are responsible for all uses of your account, whether or not expressly authorized by you. Cappex may rely upon any instructions provided by any person accessing your account after inputting your password, including the release of your Personal Information. In the event of a lost password, you agree that Cappex may email such password to the email address in our records and associated with your account. You agree that Cappex shall not be liable for any misuse as a result thereof.

#### **VIOLATIONS OF TERMS OF USE OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF OTHERS**

Any violation of these Terms of Use may result in the immediate denial of access to the Cappex Site(s) and/or use of the Services, among other remedies which may be available to Cappex and its Sponsors. As a condition to your use of this Service, you agree not to use the Service or any other Cappex Site to infringe the privacy or intellectual property rights of others in any way. You are deemed to be responsible for all actions taken by persons to whom you grant access to your account.

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The virtual events conducted as part of the Service, provides a venue for interactions between educational institutions and current and potential students for those educational institutions. All content is provided the Sponsors and participating educational institutions. As a result, Cappex has no control over the statements, content, information, documents and presentations appearing on the Service or any virtual event, whether posted or provided by an educational institution or another user of the Service. Cappex is in no way responsible for any information, statements, correspondence or other posting made by an educational institution as part of the Service any virtual event in which you might participate. Cappex is not responsible for the information or recommendations appearing on any forum or chat room associated with the Service or any Cappex Site.

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## **GENERAL.**

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