

Terms of Service

These Terms of Service were last revised on May 31, 2017

This Terms of Service ("TOS") is a legally binding agreement made by and between DeVry University, Inc. and its affiliates, parent, divisions, including but not limited to, Keller Graduate School of Management and Keller Center for Corporate Learning ("DVU", "we", "us" and "our"), and you, personally and, if applicable, on behalf of the entity for whom you are using this website (collectively, "you", "your", "yours"). This TOS governs your access to and use of <http://devry.edu>, <http://keller.edu>, and any other World Wide website owned, operated, licensed, or controlled by DVU (collectively, the "website") and the services offered by DVU on the website ("Services"), so please read them carefully. This TOS will also apply to all visitors, users, and others who access the website and use the Services ("Users").

BY ACCESSING OR USING ANY PART OF THE WEBSITE, INCLUDING LINKING TO THE WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS TOS. IF THERE ARE ADDITIONAL POSTED GUIDELINES OR POLICIES APPLICABLE TO THE SERVICES OR WEBSITE (INCLUDING THE PRIVACY POLICY), YOU ARE REQUIRED TO FOLLOW THOSE AS WELL. THOSE POLICIES AND GUIDELINES ARE INCORPORATED BY REFERENCE INTO THIS TOS. IF YOU DO NOT AGREE TO BE BOUND BY THE TOS AND TO FOLLOW ALL APPLICABLE LAWS, GUIDELINES AND POLICIES, DO NOT ACCESS OR USE THE WEBSITE AND LEAVE THE WEBSITE IMMEDIATELY.

IF THERE ARE ADDITIONAL POSTED GUIDELINES OR POLICIES APPLICABLE TO THE SERVICES OR WEBSITE (INCLUDING THE PRIVACY POLICY), YOU ARE REQUIRED TO FOLLOW THOSE AS WELL. THOSE POLICIES AND GUIDELINES ARE INCORPORATED BY REFERENCE INTO THIS TOS. IF YOU DO NOT AGREE TO BE BOUND BY THE TOS AND TO FOLLOW ALL APPLICABLE LAWS, GUIDELINES AND POLICIES, DO NOT ACCESS OR USE THE WEBSITE AND LEAVE THE WEBSITE IMMEDIATELY.

INTERNET TECHNOLOGY AND APPLICABLE LAWS, RULES AND REGULATIONS CHANGE FREQUENTLY. ACCORDINGLY, DVU RESERVES THE RIGHT TO MAKE CHANGES TO THIS TOS AT ANY TIME. YOUR CONTINUED USE OF THE WEBSITE CONSTITUTES ASSENT TO ANY NEW OR MODIFIED PROVISION OF THIS TOS THAT MAY BE POSTED ON THE WEBSITE. We will post the amended TOS on this page and indicate at the top of the page the date the Agreement was last revised.

1. Using the Website.

(a) Eligibility. Except as expressly provided below, Services may only be used by individuals who can form legally binding contracts under applicable law. Without limitation, minors are prohibited from becoming Users and, except as specifically provided below, using fee-based Services. Your use of the Services will be deemed to be a representation that you are 18 years of age or older or otherwise are an entity that can form legally binding contracts under applicable law.

(b) Compliance. You must comply with all of the terms and conditions of this TOS, any policies referred to below or on the website, and all applicable laws, regulations and rules when you use the website.

(c) License and Restrictions. Subject to the terms and conditions of this TOS, you are hereby granted a limited, revocable, non-exclusive right to use the Services and the content and materials on the website in the normal course of your use of the website. You may not use any third party intellectual property without the express written permission of the applicable third party, except as permitted by law. DVU will retain ownership of its intellectual property rights and you may not obtain any rights therein by virtue of this TOS or otherwise, except as expressly set forth in this TOS. You will have no right to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit or sublicense from materials or content available on the website, than as may be reasonably necessary to use the Services for their intended purpose and except as expressly set forth in this TOS. You may not attempt to reverse engineer any of the technology used to provide the Services.

(d) Other Users. If you become aware of any conduct that violates this TOS, DVU encourages you to contact us:

DeVry University

Administrative Offices

Highland Landmark V

3005 Highland Parkway

Downers Grove, IL 60515-5683

1-866-338-7934

DVU reserves the right, but will have no obligation, to respond to such communications.

(e) Mobile. DVU currently provides Services accessible on certain mobile devices for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data fees, will still apply.

2. Privacy Policy/Security.

(a) Privacy Policy. You agree to the terms of DVU's Privacy Policy, which is incorporated by reference into this TOS.

(b) Security. We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will be unable to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

3. User Registration and Passwords.

(a) User Registration. You do not have to register in order to visit the Web Site. To access certain features of the Services, though, you will need to register with DVU and create a "User" account through the online registration process on the Web Site. Your account gives you access to the Services and functionality that we may establish and maintain from time to time and in our sole discretion. In creating an account, you must provide DVU with accurate and complete registration information, as prompted in the registration form. You must promptly notify DVU if any of this information changes. If you fail to provide or update this information, DVU may terminate your right to use the Web Site or the Services.

(b) Passwords. When you open your account, you will be asked to choose a password. You must keep your password confidential. You will be responsible for all use of your password and account, including, without

limitation, any use by any unauthorized third party. You must notify DVU immediately if you believe your password or account has been obtained or may be accessed or used by any unauthorized person or entity. In addition, you must notify DVU immediately if you become aware of any other breach or attempted breach of the security of the Web Site. For security purposes, DVU recommends that you change your password often, with an interval of no more than 30 days between password changes. Under no circumstances should you respond to a request for your password, particularly a request from an individual claiming to be an employee of DVU. DVU's employees will never ask for your password. You must notify DVU if you receive such a request. Three consecutive logon failures will result in suspension of your login information requiring you to contact the DVU via email to revalidate your login information.

(c) **Consent to Communications from DVU.** By registering as a User and providing DVU your email address, you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. You may opt-out of such Service-related emails by choosing the option stating you do not wish to receive such emails. We may also use your email address to send you other messages, including changes to features of the Services and special offers. If you do not want to receive such email messages, you may opt out. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

4. Your Content. You retain all of your ownership rights in your Content, however, by posting, storing or transmitting any content on or to the Web Site, including by submitting User Created Content within the Web Site, you accept that you will, and you hereby, automatically grant DVU, or represent and warrant that the owner or authorized licensor of such content has expressly granted DVU, the non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable, right and license to use, reproduce, publish, translate, sublicense, copy, modify, delete, enhance and distribute such content in whole or in part worldwide and/or to incorporate such content into other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such content. Subject to this grant, the licensor of User Created Content submitted to DVU retains any and all rights which may exist in such User Created Content. You understand that submitting your User Created Content is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization. You hereby irrevocably waive any claims based on moral rights or similar theories, if any.

5. Your Conduct and Responsibilities.

(a) You agree that all data, information, applications, sound, text, software, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. You are solely and absolutely responsible for all of the Content that you upload, post, email, transmit or otherwise make available on <http://www.thedrivenclass.com> ("The Driven Class"). We do not control the Content posted on The Driven Class and do not guarantee the accuracy, integrity or quality of such Content. Any links to third party Web Sites posted by you shall be for the purpose of enhancing other user's social and learning experience.

(b) You may use The Driven Class for lawful purposes only. You may not upload, post, email, submit, transmit, share, store or otherwise make available any Content or otherwise engage in any conduct that:

- i. we deem to be inflammatory, infringing, harmful, threatening, abusive, harassing, tortious, fraudulent, defamatory, vulgar, obscene, libelous, invasive of another's privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;

- ii. collects contact information or email addresses of other users to send unsolicited communications (including email);
- iii. disables, damages, impairs or overburdens The Driven Class;
- iv. contains personal information about yourself or anyone else. This means no posting of last names, phone numbers (including cellular or mobile phone numbers), addresses, email addresses, Social Security numbers, passwords, or any other private information;
- v. brags, suggests, encourages or discusses your participation in illegal activities;
- vi. contains language or explicit graphics or descriptions related to violence, weapons, or nudity;
- vii. impersonates any person or entity, including, but not limited to, a DVU official, forum leader, guide or host, or falsely states or otherwise misrepresents your age or affiliation with a person or entity;
- viii. forges headers or otherwise manipulates identifiers in order to disguise the origin of any Content transmitted through The Driven Class;
- ix. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party. You must have copyright and/or trademark ownership of all materials you post on The Driven Class;
- x. gives out your password or lets others access The Driven Class with your password;
- xi. solicits personal information, passwords or personally identifying information for unlawful or commercial purposes;
- xii. provides information you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- xiii. involves unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- xiv. any private information of a third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- xv. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- xvi. attempts to use another user's account, service or system or creates a false identity on The Driven Class;
- xvii. intentionally or unintentionally violates any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; or

xviii. intimidates, bullies, stalks or otherwise harasses another user.

(c) You will not interfere with or disrupt The Driven Class, its service, servers or networks connected to The Driven Class, or disobey any requirements, procedures, policies or regulations of networks connected to The Driven Class. You may not use The Driven Class in any manner that is objectionable, restricts or limits another user from using or enjoying The Driven Class, or which may expose DVU or its users to harm or liability of any type. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States.

6. Our Content.

(a) Copyright. All materials on the website and available through the Services, including without limitation, the logos, design, text, graphics, audio clips, video clips, other files, and the selection, arrangement and organization thereof are owned by DVU, its licensors or other entities. Unauthorized use of such materials is strictly prohibited. © 2011 DeVry Educational Development Corporation. ALL RIGHTS RESERVED.

(b) Trademarks. Product names, logos, designs, titles, and words or phrases used on any DVU Website, including, without limitation, DEVRY, DEVRY UNIVERSITY, KELLER, KELLER GRADUATE SCHOOL OF MANAGEMENT, KELLER CENTER FOR CORPORATE LEARNING, A HIGHER DEGREE OF SUCCESS, ADVANTAGE ACADEMY, CAREERSHOP, A NATIONAL LEADER IN GRADUATE MANAGEMENT EDUCATION, HERWORLD, and DeVry design marks (including, without limitation, the SHIELD Design) are owned by DVU, its licensors or other entities. All page headers, custom graphics, button icons and scripts are trademarks or trade dress of DVU. If you use such trademarks or logos, you must include appropriate attribution. All other trademarks, trade names and the like that appear on the website or the Services are the property of their respective owners. You may not use any of these trademarks, trade dress, or trade names, or any confusingly similar marks, dress or names, including without limitation as a part of any link, without express permission.

(c) Your Ideas. You may choose to or we may invite you to submit comments, testimonials, feedback, suggestions, ideas, and other submissions about the Services, including without limitation about how to improve the Services or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place DVU under any fiduciary or other obligation, that we are free to disclose the Ideas on a non-confidential basis to anyone or otherwise use the Ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, DVU does not waive any rights to use similar or related ideas previously known to DVU, or developed by its employees, or obtained from sources other than you. Such disclosure, submission or offer of any Ideas shall, and hereby does, constitute a perpetual, royalty-free, worldwide, irrevocable license to us of all right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Ideas and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory. You should not submit any Ideas to us if you do not wish to license such rights to us. We are and will be under no obligation: (i) to maintain any Ideas in confidence; (ii) to pay to you or any third party any compensation for any Ideas; or (iii) to respond to any Ideas. You are and shall remain solely responsible for the content of any Ideas you make.

7. Intellectual Property Policy.

DVU respects the intellectual property rights of others and expects its users to do the same. DVU may remove content that in its sole discretion appears to infringe the intellectual property rights of others. In addition, DVU will, in its discretion, terminate the accounts of users who infringe the intellectual property rights of others. If you believe that a user of the website or the Services has infringed your copyrights, please notify DVU's Copyright Agent. If you believe that a user of the website or the Services has infringed your trademark/service mark rights, please notify DVU's Trademark Agent.

Reporting Claims of Copyright and Trademark/Service Mark Infringement

Report Claims of Copyright Infringement

DeVry University, Inc. ("DVU") does not tolerate copyright infringement and will take immediate action to remove or block access to properly reported infringement. The Digital Millennium Copyright Act (17 U.S.C. §512, et seq.), also known as the DMCA, provides a procedure whereby a copyright owner can provide notice that its copyrights are being infringed on a website. If you believe that a user of the website or the Services is infringing your copyrights, you may report it to us using one of the methods outlined below. Please note that under §512(f) of the Copyright Act, if it is determined that the copyright holder misrepresents its claim regarding the infringement of the material that is the subject of a DMCA notification, the copyright holder becomes liable for any damages that resulted from the improper removal of the material.

Mail or Email a DMCA Notification - Notify DVU's Copyright Agent, and provide the information outlined below – please be aware that in order to effect proper notification under the DMCA, all of the information must be provided. If proper notification is not given, our Agent cannot act.

- a) A physical or electronic signature of the person authorized to act on behalf of the owner of the intellectual property right, for example, /John Smith/.
- b) An identification of the intellectual property claimed to have been infringed.
- c) A detailed description of the material that you claim is infringing, so that we may locate it, including the URL where the infringing material appears.
- d) Your address, telephone number, and email address.
- e) A statement by you that you have a good faith belief that the allegedly infringing use is not authorized by the intellectual property rights owner, its agent, or the law.
- f) A statement, made under penalty of perjury, by you that the above information is accurate and that you are authorized to act on behalf of the owner of the intellectual property rights involved.

Send the notification to DVU's Copyright Agent at:

Copyright Enforcement
Adtalem Global Education
3005 Highland Parkway
Legal Department - 7th Floor
Downers Grove, IL 60515

or

Email: copyright@adtalem.com

Effect of Proper DMCA Notification

When proper DMCA notification is received, the content alleged to be infringing will be removed or access to it disabled. The user who posted the material will be notified that a DMCA notification was submitted and that the content he posted has been removed or disabled. If the user requests such, a copy of the DMCA notification will be provided to him. The user may opt to file a counter-notification under the DMCA.

Counter-notification to DMCA Notification

Just as DVU does not tolerate copyright infringement, it does not tolerate false claims of infringement, either. If you believe that the content you posted on the website was removed because of mistake or misidentification, §512(g) of the DMCA provides that you may file a counter-notification disputing the removal of your content. Please note that if you do not own the copyrighted material in question, or you do not have permission from the owner to use it, you **MUST NOT** submit a counter-notification. Under §512(f) of the Copyright Act, any person who knowingly, makes material representations in a counter-notification may be subject to liability and the payment of damages, therefore, if you are not confident in your claims, we recommend that you seek legal advice before filing a counter-notification. If proper counter-notification is not received, our agent cannot act.

Proper counter-notification must include the criteria listed below.

- a) Identify the material that was removed or to which access was disabled, and the location at which the material appeared before it was removed or access to it was disabled.
- b) Provide your name, postal address, telephone number, and email address.
- c) Include a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address provided is located, or if your address is outside of the United States, for any judicial district in which DVU may be found, and that you will accept service of process from the person who provided the initial notification of infringement or an agent of such person.
- d) Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the removed material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
- e) Sign the paper or affix an electronic or digital signature to the communication, for example, /John Smith/.

Send the counter-notification to DVU's Copyright Agent at:

Copyright Enforcement
Adtalem Global Education
3005 Highland Parkway
Legal Department - 7th Floor
Downers Grove, IL 60515

or

Email: copyright@adtalem.com

Effect of Proper DMCA Counter-notification

Upon receipt of a counter-notification in substantial compliance with the DMCA, DVU will provide the person who submitted the initial notification of claimed infringement with a copy of the counter-notification, including your personal information. By submitting a counter-notification, you consent to having your personal information shared in this manner. The counter-notification will not be shared with anybody but the original claimant.

After receipt of the counter-notification, DVU will generally replace the removed material and re-enable access to it not less than 10, nor more than 14 business days later, unless DVU's designated agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order regarding the removed material. If we receive notice that an action has been filed, we cannot restore the material. In appropriate circumstances to be determined at our discretion, we will terminate the accounts of repeat infringers.

Report Claims of Trademark/Service Mark Infringement

If you believe that a user of the website or the Services is infringing your trademark or service mark, you may report it to us using one of the methods outlined below.

Mail or Email a Notice of IP Infringement (non-copyright) - Notify DVU's Trademark Agent, and provide the information outlined below. Please note that our Trademark Agent needs all of this information in order to respond to your notice.

- a) Provide your name, postal address, telephone number, and email address.
- b) Describe what rights are infringed.
- c) State that you are the owner of such rights or a person legally-authorized to act on behalf of the owner.
- d) Tell us where the infringing content appears on the website – include the specific URLs.
- e) Tell us how the content you have identified infringes your rights.
- f) If the trademark or service mark is registered, please provide the registration number(s) and the country(ies) in which it is registered.
- g) Include a statement that you declare under penalty of perjury that all of the information contained in the notice is accurate and that the use of your intellectual property as described in the notice, in the manner complained of, is not authorized by the rights owner, its agent, or the law.
- h) A physical or electronic signature of the person authorized to act on behalf of the owner of the intellectual property right, for example, /John Smith/.

Send the notification to DVU's Trademark Agent at:

Trademark Enforcement
Adtalem Global Education
3005 Highland Parkway
Legal Department - 7th Floor
Downers Grove, IL 60515

or

Email: trademarks@adtalem.com

DISCLAIMER: THE INFORMATION PROVIDED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY - IT IS NOT LEGAL ADVICE. IF YOU REQUIRE LEGAL ADVICE, CONSULT AN ATTORNEY.

8. **Third Party Sites.** The website may contain links to third-party websites, advertisers, or services that are not owned or controlled by DVU. DVU has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. If you access a third party website from the website, you do so at your own risk, and you understand that this Agreement and DVU's Privacy Policy do not apply to your use of such sites. You expressly release DVU from any and all liability arising from your use of any third-party website or services or third party owned content. Additionally, your dealings with or participation in promotions of advertisers found on the website, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that DVU shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers. We encourage you to be aware of when you leave the website, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

9. **Linking and Framing.** You may not frame, inline link, or similarly display any DVU content or property, including, without limitation, the website.

10. **Representations and Warranties.** You represent and warrant to DVU that: (i) you have the full power and authority to enter into and perform your obligations under this TOS; (ii) your assent to and performance of your obligations under this TOS does not constitute a breach of or conflict with any other agreement or arrangement by which you are bound, or any applicable laws, regulations or rules; (iii) this TOS constitutes legal, valid and binding obligations on you, enforceable in accordance with its terms and conditions; (iv) you will not infringe the patent, copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right of any third party in your use of the website or the Services; and (v) you will comply with all applicable laws, rules and regulations in your use of the Services and the website, including this TOS.

11. **Indemnification.** You agree to defend, indemnify, and hold DVU and its employees, representatives, agents, attorneys, affiliates, directors, officers, users, managers and shareholders ("Indemnified Parties") harmless from any damage, loss, cost or expense (including without limitation, attorneys' fees and costs) incurred in connection with any claim, demand or action ("Claim") brought or asserted against any of the Indemnified Parties: (i) alleging facts or circumstances that would constitute a breach of any provision of this TOS by you, including violations of law or allegations of violation of privacy, publicity intellectual property rights related to User Created Content you submit, (ii) arising from, related to, or connected with your use of the website or the Services, (iii) any other party's access and use of the Services with your unique username, password or other appropriate security code. If you are obligated to provide indemnification pursuant to this provision, DVU may, in its sole and absolute discretion, control the

disposition of any Claim at your sole cost and expense. Without limiting the foregoing, you may not settle, compromise or in any other manner dispose of any Claim without the consent of DVU.

12. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

(a) **DISCLAIMER OF WARRANTIES.** DVU PROVIDES THE WEBSITE AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. DVU DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR SERVICES OR THEIR USE (I) WILL BE UNINTERRUPTED OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR REQUIREMENTS, (IV) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE, OR (V) THAT ERRORS WILL BE CORRECTED. DVU MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS TOS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR WEBSITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD. DVU DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND DVU WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

(b) **EXCLUSION OF DAMAGES.** To the maximum extent permitted by applicable law, in no event shall DVU, its affiliates, associates, dealers, agents or suppliers be liable for any INDIRECT, EXEMPLARY, PUNITIVE, special, incidental or consequential damages whatsoever (including but not limited to damages arising from breach of contract, warranty, tort or strict liability for loss of profits, loss of data, loss of goodwill, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever), arising out of or in any way related to the use of or inability to use the website or services, regardless of the cause of action on which they are based, even if DVU or such other ENTITIES have been advised of the possibility of such damages.

(c) **LIMITATION OF LIABILITY.** IN NO EVENT WILL THE LIABILITY OF DVU IN CONNECTION WITH THIS TOS, THE WEBSITE OR SERVICES EXCEED \$100.

(d) **ADDITIONAL RIGHTS.** YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR IN OTHER JURISDICTIONS. BECAUSE SOME STATES OR JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, OR LIMITATIONS ON OR EXCLUSIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE DEPENDING ON HER, HIS, OR ITS STATE OF RESIDENCE.

(e) **International Use.** The website and Services are controlled and operated from facilities in the United States. DVU makes no representations that the website and Services are appropriate or available for use in other locations. Those who access or use the website and Services from other jurisdictions do so by their own choice and are entirely responsible for compliance with local law, including but not limited to export and import regulations.

13. **Force Majeure.** DVU will not be liable for failing to perform under this TOS by the occurrence of any event beyond its reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to DVU to perform, fire, terrorism, natural disaster or war.

14. **Disputes.** In light of DVU's substantial contacts with the State of Illinois, and your and our interests in ensuring that disputes regarding the interpretation, validity and enforceability of the TOS are resolved on a uniform basis, and DVU's execution of, and the making of, the TOS in Illinois, you agree that: (i) any claim, cause of action or dispute you have with DVU and any litigation involving any noncompliance with or breach of the TOS, or regarding the interpretation, validity and/or enforceability of the TOS, must be filed and exclusively conducted in the state or federal courts in DuPage County, Illinois; and (ii) the Agreement shall be interpreted in accordance with and governed by the laws of the State of Illinois, without regard for any conflict of law principles. You agree to submit to the personal jurisdiction of the state or federal courts in DuPage County, Illinois for these purposes.

15. **Limitation of Actions.** You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the website or Services, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.

16. **Changes to the website or Service.** DVU may, in its sole discretion, change, modify, suspend, make improvements to or discontinue any aspect of the website or the Services, temporarily or permanently, at any time without notice to you, and DVU will not be liable for doing so. Without limiting the foregoing, if you do not agree with any changes made to the website you may terminate your account as set forth below.

17. Termination.

(a) By DVU. DVU will have the right in its sole discretion, for any reason or no reason at all, without notice or liability to you or any third party, to terminate your account or your access to the website or Services, with or without cause. Such reasons may include, without limitation: (i) your breach of any part of this TOS, (ii) your violation of the rights of any third party; (iii) in the case of Services features that require payment, the invalidity of your credit card, your exceeding your credit card limit or "chargeback" of a fee or other payment; or (iv) your user account becoming inactive for an extended period of time.

(b) By You. If you are a User, you may terminate your account or your access for any reason at any time subject to this TOS.

(c) Effect of Termination. If your account is terminated, DVU may, in its sole discretion, delete any websites, files, graphics or other content or materials relating to your use of the website or Services on servers owned or operated for DVU or otherwise in its possession, and DVU will have no liability to you or any third party for doing so. Following termination, you will not be permitted to use the website or the Services. If your account or your access to the website or Services is terminated, DVU reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to the website or the Services, including, but not limited to, technological barriers, IP mapping and direct contact with your Internet Service Provider (ISP). If your account is terminated, you must immediately pay DVU any fees that you owe it. Regardless of whether you have the right to access or use the website or the Services, this TOS will survive indefinitely unless and until DVU chooses to terminate it.

18. **Notices and Electronic Communications.** All notices required by or permitted to be given under this TOS will be in writing and delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. mail, return receipt requested, postage prepaid, (iii) overnight courier, or (iv) electronic mail. If you give notice to DVU, you must use the address shown on the website. If DVU provides notice to you, DVU must use the contact information provided by you to DVU. All notices will be deemed received as follows: (i) if by hand-delivery, on the date of delivery, (ii) if delivery by U.S. Mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, or (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated. Each party agrees that any notice that it receives from the other party electronically satisfies any legal requirement that such communications be in writing.

19. **Additional Terms.** This TOS contains the entire understanding of you and DVU regarding the use of the website, and supersedes all prior and contemporaneous agreements and understandings between you and DVU regarding its subject matter. This TOS will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of the State of Illinois without reference to conflict of law principles. This TOS and all of your rights and obligations under them (including, without limitation, your usership, if any) will not be assignable or transferable by you without the prior written consent of DVU. No failure or delay by a party in exercising any right, power or privilege under this TOS will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this TOS. You and DVU are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by this TOS. The invalidity or unenforceability of any provision of this TOS will not affect the validity or enforceability of any other provision of this TOS, all of which will remain in full force and effect.

20. **Text Services.** DVU provides short message service confirmations, updates and reminders as text messaging services (collectively, the "Text Service"). Please read this Section 17 prior to using the Text Service. Although we provide the Text Service free of charge, carrier Message and Data Rates May Apply. This means that your wireless carrier may charge you fees to send and receive messages based on the terms of your wireless service plan. Check with your wireless service provider if you have questions about your service plan. By enrolling in the Text Service, you represent that you are the owner or authorized user of the wireless device you use to subscribe for the Text Service, and that you are authorized to approve any applicable carrier charges. We will not be liable for any delays or failures in your receipt of the Text Service as delivery is subject to effective transmission from your network operator and processing by your mobile device. The Text Service is provided on an AS IS, AS AVAILABLE basis. The Text Service is available only in the United States and is not available on all carriers.

By using the Text Service, you agree to be legally bound by this Section 17, our Privacy Policy and TOS. If you do not agree with these terms, please do not use the Text Service. You can cancel your receipt of text messages from the Text Service by texting the word "**STOP**" to 630-984-6671 or in reply to any message you receive from the Text Service. If you unsubscribe, we may send you a final message to confirm that we have cancelled your enrollment. For customer support, text **HELP** to 800-275-6524.