

HBCU Week Foundation, Inc. and affiliates (collectively, “Company,” “we,” “our,” or “us”) provide access to and use of HBCUWEEK.ORG, a website owned and operated by Company, as well as any and all other websites and subdomains owned or controlled by Company, including, without limitation, any and all mobile-optimized websites and subdomains (the “Website”) as well as Company’s mobile applications (the “Company App”), together with the content, software, online, and/or mobile services, products and functionality offered on or through the Website and Company App and made available via phone, tablet, or other mobile device (each, a “Mobile Device”) (collectively, the “Service”).

These Terms of Use, as amended from time to time (the “Terms”) govern your access to and use of the Service. PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. BY DOWNLOADING, REGISTERING, SIGNING INTO, ACCESSING, BROWSING, OR OTHERWISE USING THE SERVICE, WHETHER AS A GUEST OR REGISTERED USER, OR OTHERWISE ACCEPTING THESE TERMS, YOU ARE SIGNIFYING THAT YOU HAVE READ THE TERMS, UNDERSTAND THEM, AND AGREE TO AND ACCEPT THEM, AS WELL AS TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN THE PRIVACY POLICY, AVAILABLE [HERE](#). IF YOU DO NOT AGREE TO OR ACCEPT THESE TERMS, YOU MAY NOT USE THE SERVICE.

These Terms, any and all amendments, and any and all additional written agreements between you and Company concerning the Service, form a binding legal contract between you, an individual customer, member, visitor or user (“you”, “your” or collectively with other users, “Users”) and Company. Company reserves the right to make unilateral changes to these Terms, at any time.

1. DESCRIPTION OF SERVICE

The Service provides you with, without limitation, the capability to review, perform and/or complete certain functions related to Company products and services.

2. ELIGIBILITY; USE OF THE SERVICE

A. Eligibility Requirements. Any access or use of the Service or creation of a User account by anyone under the age of thirteen (13) is strictly prohibited and in violation of these Terms. However, a parent or legal guardian may use the Service or establish a User account on behalf of his or her child under the age of thirteen (13). If you are such a parent or guardian or if you are establishing a User account or using the Service on behalf of a child under the age of thirteen (13), you agree to stand in the shoes of such child for the purposes of making us whole in case of claims, damages or indemnifications that we might properly assert against such child, if not for his or her age. The Service is available only to individuals who are permitted to use it under applicable local, state, national and international laws, rules and regulations (“Laws”). If you are not so permitted, then you are not authorized to use the Service. You represent and warrant that you possess the legal right and ability to enter into these Terms and to use the Service in accordance with these Terms.

B. Grant of License. Subject to the terms and conditions of these Terms, Company hereby grants to you a non-exclusive, limited, personal, non-transferable, freely revocable license to use the Service in a manner consistent with these Terms solely for your personal, non-commercial use, and only as permitted by the features of the Service. Company reserves all rights not expressly granted herein in the Service. Company may terminate this license at any time for any reason or no reason.

C. Guidelines. When using the Service, you will be subject to any and all additional operating rules, policies or guidelines applicable to specific services and features that may be published by us from time to time, including, without limitation, all information transfer protocols (“Guidelines”).

D. Your Use of the Service. In connection with your use of the Service, you agree:

1. To use the Service only for purposes expressly authorized by Company and to comply with all current versions of the Guidelines.
2. To be solely responsible for your actions and the contents of your transmissions through the Service. In addition, you agree that, by your electronic transmission of information via the Service, you are making any and all certifications required by applicable Laws and that such electronic certifications have the same force and effect as a manually signed certification. You agree that parties whom you authorize to print applications, forms, or other documents have the right to print “signature on file” on the hard copy of such materials on which such certification is required. If required by a government agency, or at our request, you agree to provide written certification in hard copy form.
3. To be solely responsible for installing any products furnished by third-party providers or suppliers that are necessary to access the Service. You acknowledge that the Service does not include equipment, software, or communication line access. You will, at your sole expense, be responsible for acquiring and maintaining all equipment, software, and communication access necessary for you to use the Service.
4. To use a web browser version that we support in conjunction with Service.

E. Compliance with Laws. You represent and warrant that: (i) you have complied and will continue to comply with all applicable Laws (including, without limitation, any and all relevant data protection or privacy laws) in your use of the Service, (ii) to the extent you share with us any personally identifiable information of any third party for any purpose, you have the authority and written consent from such third party to provide us with such information and allow us to use such information for the purposes permitted in our Privacy Policy (as defined below), and (iii) all information you furnish in connection with your use of the Service is accurate, complete and current to the best of your knowledge and belief and meets all requirements of all applicable Laws.

- F. Privacy; User Data. The Service allows you to submit, store, and access certain data and other information related to your account, applications, and/or Company products or services (collectively, “User Data”). We respect and are committed to protecting your privacy. Please see our Privacy Notice and our Online Consumer Information Privacy Policy (collectively, our “Privacy Policy”) to learn how we collect, use and disclose information we collect from and about you. You understand that by accessing or using the Service and/or submitting User Data through the Service, you consent to the collection, use and disclosure of your User Data as set forth in our Privacy Policy.

3. USE RESTRICTIONS

You agree not to engage in any of the following prohibited activities: (a) copying, modifying, distributing, or disclosing any part of the Service or Mobile Software (defined in Section 7) in any medium, including, without limitation, by any automated or non-automated “scraping”; (b) renting, leasing, loaning, reselling, sublicensing, distributing or otherwise transferring the Service or Mobile Software (or any part of the Service or Mobile Software) to any third party; providing time sharing or similar services for any third party; or using the Service or Mobile Software (or any part of the Service or Mobile Software) for any purpose other than your own internal personal or business use; (c) using any automated system, including, without limitation, “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to Company servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser or to monitor or copy the Service; (d) transmitting spam, chain letters, or other unsolicited email; (e) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (f) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (g) uploading invalid data, viruses, malware, worms, or other software agents through the Service or Mobile Software; (h) collecting or harvesting any personally identifiable information, including, without limitation, account names, from the Service; (i) using the Service for any commercial solicitation purposes; (j) impersonating another person or entity or otherwise falsely stating or misrepresenting your identity or affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (k) interfering with the proper working of the Service or Mobile Software; (l) accessing any content on the Service or Mobile Software through any technology or means other than those provided or authorized by the Service or Mobile Software; (m) disassembling, decompiling or reverse engineering the Service or Mobile Software (or any part of the Service or Mobile Software), except to the extent that such restriction is expressly prohibited by Law; (n) removing, circumventing, disabling, damaging, bypassing or otherwise interfering with the measures we may use to prevent or restrict access to the Service or Mobile Software, including, without limitation, features that prevent or restrict use or copying of any content accessible through the Service or Mobile Software or enforce limitations on use of the Service, Mobile Software or the content therein; or (o) delete the copyright and other proprietary rights notices on the Service or Mobile Software.

4. REGISTRATION/SUBMISSION OF USER MATERIALS

A. Registration. Some areas of the Site may require you to be or become a registered user. When and if you register, you agree to (a) provide accurate, current and complete information about yourself as prompted by our registration form (including your email address) and (b) maintain and update your information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you (or on your behalf under your direction or knowledge) is untrue, inaccurate, not current or incomplete or contains a misrepresentation, we reserve the right to terminate this Agreement and your use of the Site and/or disclose to our members what other members you had applied to consistent with the terms of our Privacy Policy. As part of the registration process, you will be asked to select a username and password. We may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Site to any third party. If you have reason to believe that your account with us is no longer secure, you must promptly change your password immediately notify us of the problem. **YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.**

B. Accuracy of User Materials. You may submit to us through the Service content, information, User Data or other materials (together with all intellectual property rights in and to such materials, “User Materials”) in order to communicate with us (or a third party service provider) or submit forms or applications through the Service, including, without limitation, for the hosting, sharing and display of such User Materials and to apply for or request products or services. When applying for or requesting a product or service or otherwise submitting User Materials on or through the Website or Company App, you agree to provide current, complete, and accurate information about yourself and not to submit any User Materials that (i) may constitute or contribute to a crime or tort, (ii) contain any information or content that is illegal, fraudulent or deceptive, (iii) contain any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships, or (iv) contain any information or content that you know is not accurate, complete, current or is otherwise designed to mislead, defraud or deceive us or any third party. If any information you provide is untrue, inaccurate, not current, or incomplete, Company has the right to terminate your application(s) for Company products or services and/or to decline to provide any future access to the Service.

C. No Guarantee of Products or Services. Use of the Service and the submission of any User Materials completed by you or otherwise submitted through the Service do not qualify you for or guarantee that you will receive any requested Company products or services or create any guarantee or commitment on behalf of Company. Your eligibility for Company products and services will be determined according to and consistent with the terms, conditions, and other criteria applicable to the products and services in question.

5. MODIFICATIONS TO SERVICE; TERMINATION OR SUSPENSION OF YOUR USER ACCOUNT

Company, in its sole discretion, reserves the right to modify or discontinue, suspend temporarily or permanently stop providing, the Service or features of the Service, to you or to Users generally, or create usage limits for the Service, for any reason or no reason, with or without notice to you.

Company may terminate your User account or permanently or temporarily terminate or suspend your access to the Service, without notice and liability to you or any third party for any reason, including, without limitation, if in our sole determination you violate any provision of these Terms, or for no reason. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination or suspension of your use of the Service may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies we may have at law, in equity or under this agreement. Upon termination for any reason or no reason, you continue to be bound by these Terms.

6. COMPANY MATERIALS; LINKS TO THIRD-PARTY SITES

A. Company Materials. On the Service, you may find Content (defined in Section 8), functions, information, and tools, including some that are prepared, provided, or maintained by third parties that are not the property of Company (collectively, “Company Materials”). While we strive to keep the Company Materials current and accurate, we cannot guarantee, and therefore expressly do not warrant, that the Company Materials are current, accurate, or error-free, or that your access will be uninterrupted or that material accessible from the Service is free of viruses or other malicious code.

B. Links to Third-Party Sites. On the Service, you may find numerous links which will transfer you to the websites of third parties that can provide you with potentially relevant information and/or functionality. By linking to these sites, Company does not represent or imply that there is any business relationship between Company on the one hand and the third party hosting the linked-to website on the other hand. Company is not responsible for the content and performance of these sites or for your transactions with them. Furthermore, while Company strives to keep these links as current and accurate as possible, we cannot guarantee, and therefore we expressly do not warrant, that they point to the intended third-party website. Links to and from the Service do not constitute a Company endorsement. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including, without limitation, payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Company shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

7. MOBILE SOFTWARE

We may make available software (including, without limitation, the Company App software) to access the Service via a Mobile Device (“Mobile Software”). To use the Mobile Software, you must have a Mobile Device that is compatible with the Mobile Software. Company does not represent or warrant that the Mobile Software will be compatible with your Mobile Device. You may use mobile data in connection with the Mobile Software and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any

such charges. Company hereby grants you a non-exclusive, non-transferable, freely revocable license to use a compiled code copy of the Mobile Software for one User account on one Mobile Device owned or leased solely by you, for your personal use.

You acknowledge that Company may from time to time issue upgraded versions of the Mobile Software and may automatically electronically upgrade the version of the Mobile Software that you are using on your Mobile Device. You consent to such automatic upgrading on your Mobile Device and agree that these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA and/or terms of use, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Company or its third-party providers or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void. Company reserves all rights not expressly granted under these Terms. The Mobile Software originates in the United States and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the Service, including, without limitation, export and import regulations.

8. PROPRIETARY RIGHTS

You acknowledge and agree that content, including, without limitation, text, software, music, sound, photographs, video, graphics, images, logos, button icons, editorial content, notices, software (including, without limitation, HTML-based computer programs), other material contained in sponsor advertisements, and other information or materials presented to you through the Service ("Content") is protected by copyrights, trademarks, service marks, patents or other proprietary rights and Laws. The Content belongs to Company or to others as indicated. You are only permitted to use this Content as expressly authorized by Company or the Service, and you may not copy, reproduce, distribute, display, download, license, modify, adapt, edit, publish, perform, repost, reuse, sell, supplement, transmit, create derivative works or otherwise use the Content for public or commercial purposes without our express authorization. Your right to use the Service is personal to you. Use of the Content other than as expressly permitted by these Terms is strictly prohibited.

The trademarks, logos, and service marks displayed on the Site such as HBCU Week, HBCU Week Foundation, among others (collectively the "Trademarks") are the registered or unregistered trade or service marks of HBCU Week. The Trademarks owned by HBCU Week, whether registered or unregistered, may not be used in connection with any product or service that is not HBCU Week's, in any manner that is likely to cause confusion with customers, or in any manner that disparages HBCU Week. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of HBCU Week or the third-party owner of any such

Trademark. Misuse of any Trademarks is prohibited, and HBCU Week will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

You may choose to, or we may invite you to submit comments or ideas about Company or the Service, including, without limitation, about how to improve the Service or our products (“Feedback”). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by its employees or contractors, or obtained from sources other than you.

9. NO RELIANCE ON TOOLS AND INFORMATION

Company may make certain calculators and tools available to you through the Service, such as loan repayment calculators (collectively, “Tools”). You acknowledge and agree that any estimates, calculations or other information (“Information”) provided by or through such Tools is for informational purposes only and may be different than actual amounts or otherwise contain inaccuracies; such Information is not intended to be a substitute for your own independent research and calculations. Company does not and cannot verify that the Tools or Information are true, accurate, complete or current and makes no representations concerning such Tools or Information. You should not use or rely upon such Tools or Information for any reason, including, without limitation, making any decisions related to your loans or personal finances. Any reliance on the Tools or Information is solely at your own risk. Company hereby expressly disclaims all liability for any such Tools or Information provided by or through the Service to the fullest extent permitted by applicable Law.

10. CONFIDENTIALITY; YOUR SECURITY OBLIGATIONS

You acknowledge and agree that the Service is, and shall at all times remain, the sole and exclusive property of Company and/or its licensors, and that Company and/or its licensors is the sole and exclusive owner(s) of all rights to the Service, including, without limitation, any and all copyrights and all related renewals and extensions. You agree that the Service is proprietary and confidential and that you will not authorize or permit its contents to be conveyed or in any manner communicated or used by any third party or to be duplicated or reproduced without our prior written approval. Your right to use the Service is personal to you. You agree to use the Service solely for your own personal, non-commercial purposes and not for any commercial purposes. You agree not to sell, resell, or exploit for any commercial purposes, the Service or use of or access to the Service or any information or technology obtained from the Service.

You will take feasible steps to prevent transmission over the Service of any virus or other software routine designed or likely to permit unauthorized access to the Service or to disable, erase or otherwise harm any software, hardware or data accessible over the Service.

The confidentiality obligations of this Section 10 will survive the termination of your use of the Service.

You agree to be solely responsible for your actions and the contents of your transmission through the Service. You agree to use any data encryption tool that is built into the Service or another data encryption tool that is mutually agreed upon by you and Company.

11. SECURITY

We care about the integrity and security of your personally identifiable information. We have implemented commercially reasonable technical and organizational measures designed to secure your personally identifiable information from accidental loss and from unauthorized access, use, alteration or disclosure. However, you acknowledge and agree that despite our reasonable security measures, we cannot guarantee that electronic communications over the Internet will be 100% secure and that unauthorized third parties will never be able to defeat those measures or use your personally identifiable information for improper purposes. You acknowledge that you are under no obligation to use the Service, and that you provide any personal or sensitive information in order to use the Service at your own risk.

12. DISCLAIMER OF WARRANTIES

THE SITE, THE MATERIALS ON THE SITE, ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, HBCU WEEK AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. HBCU WEEK AND ITS AFFILIATES, LICENSORS, VENDORS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF HBCU WEEK OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE SITE SHALL CREATE ANY WARRANTY. YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK.

13. INDEMNIFICATION

You will indemnify, hold harmless and reimburse Company and its agents, licensors, suppliers, contractors and third-party providers, and their respective employees, members, officers and directors, from and against any and all claims, suits, damages, obligations, losses, liabilities, settlements, costs or debt, and expenses (including, without limitation, court costs and reasonable attorneys' fees) ("Losses") caused by or arising from: (i) your or your agents' use of and access to the Service (by your or any other person or entity accessing the Service using your user name and password), and any data or content, including, without limitation, any User Materials, transmitted or received by you; (ii) any and all actual or alleged injury to any person (including death) or property to the extent caused in whole or in part by your negligence; (iii) your violation of any term of these Terms, including, without limitation, your breach of any of the representations and warranties above; (iv) your violation of any third-party right, including, without limitation, any right of privacy, right of publicity or intellectual property rights; (v) your violation of any applicable Law; (vi) any claims or damages that arise as a result of any of your User Materials; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code; (vi) the negligence or willful misconduct of you or your agents.

14. DMCA

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by HBCU Week infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (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 located on the Site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the Site; (d) the name, address, telephone number and email address (if available) of the complaining party; (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. If you believe in good faith that a notice of copyright infringement has been wrongly filed by HBCU Week against you, the DMCA permits you to send HBCU Week a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

15. LIMITATION OF LIABILITY

NEITHER HBCU WEEK NOR ANY OF OUR AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS,

EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR THE ACTS OR OMISSIONS OF ANY MEMBER COLLEGE OR UNIVERSITY, APPLICANT, STUDENT COUNSELOR, HIGH SCHOOL, NOR THE USE OR MISUSE BY ANY MEMBER COLLEGE OR UNIVERSITY, APPLICANT, STUDENT COUNSELOR, HIGH SCHOOL OF ANY PERSONAL INFORMATION COLLECTED ON-LINE AND ACCESSED BY ANY MEMBER COLLEGE OR UNIVERSITY, APPLICANT, STUDENT COUNSELOR, HIGH SCHOOL, NOR FOR ANY DELAY, REJECTION OR OTHER OUTCOME RESULTING FROM THE APPLICATION ADMISSIONS PROCESS OF ANY MEMBER COLLEGE OR UNIVERSITY, NOR FOR ANY PARTICULAR USER OR STUDENT CANDIDATE'S APPLICATION, ADMISSION OR ACCEPTANCE STATUS WITH ANY MEMBER COLLEGE OR UNIVERSITY, NOR THE USE OF ANY THIRD PARTY PRODUCT, SERVICE OR TOOL, NOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR MATERIALS CONTAINED ON THE SITE OR ANY LINKED SITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE OR FOR ANY THIRD PARTY PRODUCT, SERVICE OR TOOL USED IN CONJUNCTION WITH THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, MATERIALS OR ANY LINKED SITE OR THIRD-PARTY PRODUCT, SERVICE OR TOOL IS TO STOP USING THE SITE, MATERIALS OR LINKED SITE OR THIRD-PARTY PRODUCT, SERVICE OR TOOL, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO HBCU WEEK FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

16. NOTICE

All notices to a party shall be in writing and shall be made either via email or conventional mail. In addition, Company may post notices or links to notices through the Service to inform you of changes to the Terms, the Service, or other matters of importance.

17. GENERAL

- A. Governing Law. The Terms shall be governed by the laws of the State of Delaware, without regard to its conflict of law provisions. You and Company agree to submit to the personal and exclusive jurisdiction and venue of the state and federal courts located within New Castle County, Delaware.
- B. Changes to These Terms. Company may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the

bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future Terms, do not use or access (or continue to access) the Service.

- C. No Waiver. The failure of Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.
- D. Severability. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.
- E. Limitations on Claims and Actions. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.
- F. Force Majeure. In no event shall we be liable for damages caused by third parties not under our control or by other causes beyond our reasonable control, including, without limitation, damages caused by acts of God, pandemic, war, terrorism and failure of third party telecommunications service providers.
- G. Construction; Interpretation. The section titles in these Terms are for convenience only and have no legal effect.
- H. International Visitors. The Service is controlled and operated from our facilities in the United States. Company makes no representations that the Service is appropriate or available for use in other locations. You may not use the Service if you are not a resident of the United States or its territories. By using the Service, you are consenting to have your personal data transferred to and processed in the United States.
- I. Contact Us. For information about how to contact us, please visit our Contact us page [HERE](#).
- J. Assignment. Company expressly reserves the right to assign and transfer these Terms, and its rights and obligations under these Terms, in part or as a whole, without restriction, including, without limitation, to another legal entity as part of any sale or merger of all or part of HBCU Week or its affiliates with a separate legal entity. You may not transfer these Terms, or your rights or obligations under these Terms, to any person or entity without our prior written approval.
- K. Entire Agreement. These Terms, together with all agreements incorporated by reference, any and all amendments and any and all additional written agreements you may enter into with Company in connection with the Service, shall constitute the entire agreement between you and Company concerning the Service and supersedes all prior agreements between the parties regarding the subject matter contained herein.

These Terms of Use were last updated on August 26, 2021