



**General Terms and Conditions of Use Agreement**  
**(Last updated: May 25, 2018)**

**Introduction:** International Association for College Admission Counseling (“IACAC,” “We” or “Us”) provides information and other online services (collectively, the “Services”), including information about the IACAC, our products and services, at [internationalacac.org](http://internationalacac.org) or any other websites owned or operated by the IACAC, such as [internationalacac.org](http://internationalacac.org), and [intlacac.memberclicks.net](http://intlacac.memberclicks.net) (collectively, the “Site” or “Sites”) to our users (“You”) under the following terms and conditions (“Terms of Use”) as set forth in this General Terms and Conditions of Use Agreement (“Agreement”). This Agreement applies to the Sites and other online services of the IACAC, including our social media pages (which shall be included in the definition of “Sites” where appropriate. You agree to be bound by this Agreement, whether You are a “Visitor” (which means that You simply browse the Sites or pages) or a “Registered User” (which means that You have registered with the Sites or Services and established an account with the IACAC to use the Services (an “Account”)). Please read our Terms of Use and Privacy Policy before using the Sites. BY ACCESSING THE SITES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND THE PRIVACY POLICY. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE AND PRIVACY POLICY, YOU MAY NOT ACCESS OR USE THE SITES OR THE SERVICES. We reserve the right to modify or amend the Terms of Use and Privacy Policy from time to time, without notice. You agree that You will review this Agreement regularly, so that You are aware of and agree to any and all modifications made to this Agreement. Any modifications or amendments shall take immediate effect upon posting, and your continued use of the Sites after such posting will mean that You agree to the changes. If You object to any such changes, Your sole recourse will be to cease using the Sites and Services.

1. **Use of Services.** You may use the Services only if you agree to form a binding contract with the IACAC and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, You must be at least 16 years old, to use the Services. If You are accepting these Terms of Use and using the Services on behalf of a company, organization, government, or other legal entity, You represent and warrant that You are authorized to do so and have the authority to bind such entity to these Terms of Use, in which case the words “You” and “Your” as used in these Terms shall refer to such entity.

2. **Users.** If You submit or otherwise provide information to the the IACAC, such information must be true, accurate, current and complete, and You shall maintain and promptly update such information to keep it true, accurate, current and complete, and the truth, accuracy, currency and completeness of such information is a condition to Your use of the Sites and Services. If We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We may suspend or terminate Your use of the Sites or Services (or any portion thereof).

a. **VISITORS.** Visitors may browse the Sites in accordance with this Agreement and the Privacy Policy and will not have access to certain Services without becoming a Registered User.

b. **REGISTERED USERS.** Certain Services are only available to Registered Users who set up an Account prior to accessing such Services. When You set up an Account, You are required to enter an email address and password (collectively, "Account Information") to access the Services. Members may not transfer or share Account Information with anyone except for authorized individuals within their company. You are solely responsible for maintaining the confidentiality of Your Account Information, and You are fully and solely responsible for all activities that occur under Your Password or Account identification. You must ensure that You exit from Your Account at the end of each session. You agree to immediately notify Us of any unauthorized use of Your Account Information or any other breach of security. We strongly recommend that You change Your password on a periodic basis and whenever You suspect that knowledge of the password has been compromised. It is your responsibility to protect the confidentiality of your Account Information. We assume no liability for any access to information that is accessed with Your Account Information.

You are solely responsible for any and all use of Your Account. Without limiting any rights which the IACAC may otherwise have, the IACAC reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Sites and Your Account, including, without limitation, terminating Your Account, changing Your password, or requesting additional information to authorize transactions on Your Account. Notwithstanding the above, the IACAC may rely on the authority of anyone accessing Your Account or using Your password and in no event and under no circumstances shall the IACAC be held liable to You for any liabilities or damages resulting from or arising out of (i) any action or inaction of the IACAC under this provision, (ii) any compromise of the confidentiality of Your Account or password, and (iii) any unauthorized access to Your Account or use of Your password. You may not use anyone else's Account at any time without the permission of the Account holder. The security of Your personally identifying information is important to us. While there is no such thing as perfect security on the Internet, We will take reasonable steps to help ensure the safety of Your personally identifying information. However, You understand and agree that such steps do not guarantee that the Sites are invulnerable to all security breaches, and that the IACAC makes no warranty, guarantee, or representation that any portion of our Sites is protected from viruses, security threats or other vulnerabilities.

3. **License.** We hereby grant to You a limited, non-exclusive, non-transferable license to access the Sites and use the Services solely for internal business purposes and personal use only as permitted under this Agreement. We reserve the right, in our sole discretion, to deny use of the Sites or Services to anyone for any reason. You acknowledge and agree that we, in our sole discretion, at any time and with or without notice, may block or terminate your or any other party's access to all or part of the Sites or Services, or change or discontinue any aspect or feature of the Sites or Services (including, without limitation, discontinuing any of the Sites or Services in their entirety); and that, without limitation of any other provisions of this Agreement, We reserve the right to take any actions at law or in equity that We deem appropriate in connection with the Sites, Services and this Agreement.

4. **Proprietary Rights.** You understand and acknowledge that the Sites, the contents of and information displayed on the Sites, trademarks, service marks, logos, patents, copyrighted materials, trade secrets, technologies, products, processes or other proprietary rights or intellectual property of the IACAC and/or other parties are protected by U.S. and international laws, and are the property of the IACAC and/or other parties. The downloading, reproduction, distribution, republication, uploading, transmission, or retransmission of, or creation of derivative works from, sale, rent, licensing, or transfer any of the Sites' contents, other than for non-commercial individual use, is

strictly prohibited unless otherwise indicated below. No license to or right in any trademarks, patents, copyrighted materials, software, trade secrets, technologies, products, processes or other proprietary rights of intellectual property of the IACAC and/or other parties is granted to or conferred upon You unless expressly permitted. All rights not expressly granted are reserved.

5. **No Interference.** You agree that You will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the Sites or the Services, including through the upload or other transmission of any software viruses, worms, time bombs, corrupted files, Trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server or communications systems or equipment or use any robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from the Sites or otherwise monitor or copy any portion of the Sites, products and/or Services. You further agree that You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, You agree that You will not use any robot, spider, other automatic device, or manual process to frame, scrape (including through the use of any data mining, or similar data gathering and extraction methods), monitor or copy our web pages or the content contained herein, or change, modify, adapt, or otherwise alter the site, or change, modify, or alter another website so as to falsely imply that it is associated with the Sites, without the prior express consent from an authorized IACAC representative (such consent is deemed given for standard search engine technology employed by Internet search web sites to direct Internet users to the Sites).

6. **Your Warranties.** You represent and warrant that You shall not use any IACAC products or Services in a way that violates the privacy or data protection rights of any third party, or any applicable privacy or data protection laws or regulations. You further represent and warrant that, to the extent required by law, You have obtained consent for use of the Sites or Services to access or monitor communications or any personal data, including geo-location data, of any third party. Use of the Sites or Services for any illegal purpose is strictly prohibited and a violation of these Terms. You agree not to use the Sites or Services in any manner that: (a) violates any local, state, national or international law; (b) threatens, stalks, harasses, abuses, defames, slanders, or in any other way harms another individual or business organization; (c) collects or stores personal data about other users without their consent, or otherwise prepares, compiles, uses, downloads or copies any user information and/or usage information or any portion thereof, or transmits, provides or otherwise distributes (whether or not for a fee) such information to any third party; (d) impersonates any person or entity, misrepresents Your affiliation with a person or entity, or otherwise creates a false identity for the purpose of misleading others; (e) infringes someone else's patent, trademark, trade secret, copyright or other intellectual property or other rights; (f) is vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive; (g) advocates or solicits violence, criminal conduct or the violation of any local, state, national or international law or the rights of any third party; (h) promotes sexually explicit or pornographic material or discrimination based on race, color, sex, religion, national origin, disability, sexual orientation, gender identity, or age; (i) constitutes unsolicited or unauthorized advertising, junk or bulk email (spam), chain letters, or any other unsolicited commercial or non-commercial communication; or (j) transmits any material or communications that contain a petitions for signatures, chain letters or letters relating to a pyramid scheme.

7. **No Warranty.** ALL INFORMATION ON THE SITES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

8. **User Contributions.** The Sites, our social media pages and applications may contain message boards, chat rooms, forums, bulletin boards, and certain other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (“post”) content or materials, feedback, questions, comments, suggestions and the like (collectively, “User Contributions”) on or through the Sites or Services or social media pages and apps, respectively. User Contributions shall include, without limitation, social media posts where you “tag” Our social media accounts. With respect to all communications You make via these Sites, our social media pages and apps, including but not limited to User Contributions: (a) You shall have no right of confidentiality in the User Contributions, and We shall have no obligation to protect your communications from disclosure; (b) We shall be free to reproduce, use, disclose and distribute User Contributions to others without limitation; (c) We shall be free to use any ideas, concepts, know-how, content or techniques contained in User Contributions for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information; and (d) You grant Us and other Users of the Sites a non-exclusive, royalty-free, perpetual, world-wide, irrevocable, sub-licensable and transferable right and license to use, reproduce, create derivative works of, distribute, or publicly display User Contributions, along with your name and location, freely, and for any purpose whatsoever. You represent and warrant that: (a) You own or control all rights in and to the User Contributions and have the right to grant the license granted above; and (b) all of your User Contributions do and will comply with these Terms. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted or communicated by You or any other user of the Sites.

We have the right to: (a) Remove or refuse to post any User Contribution for any or no reason in our sole discretion; (b) Take any action with respect to any User Contribution that We deem necessary or appropriate in our sole discretion, including if We believe that such User Contribution violates these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Sites or the public or could create liability for Us; (c) Disclose Your identity or other information about You to any third party who claims that material posted by You violates their rights, including their intellectual property rights or their right to privacy; (d) Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Sites; (e) Terminate or suspend your access to all or part of the Sites for any or no reason, including, without limitation, any violation of these Terms.

Without limiting the foregoing, We have the right to cooperate fully with any law enforcement authorities or court order requesting or directing Us to disclose the identity or other information of anyone posting any materials on or through the Sites. We will disclose any information regarding the use of the Sites, including personal information pertaining to You, without your permission when required by law, or in good faith belief that such action is necessary to investigate or protect against harmful activities to Us (including the Sites) or to others. YOU WAIVE AND HOLD US HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

9. **Errors.** Information and content on these Sites may contain technical inaccuracies and typographical errors. You agree that We are not responsible or liable for any such inaccuracies, errors or omissions, and shall have no obligation related to information affected by such inaccuracies. We

reserve the right to make changes, corrections, cancellations and/or improvements to information and contents on the Sites, and to the products and programs described in such information therein, at any time without notice, including after confirmation of a transaction.

10. **No Arrangements for Prohibited Persons.** We are a United States entity and are prohibited from providing services to certain “prohibited persons” that are government officials or residents of certain embargoed countries, or terrorists or drug traffickers whose names are published on lists maintained by the United States Department of Treasury. You agree to use all reasonable efforts not to arrange travel for any of these prohibited persons and understand that doing so is grounds for termination from participation on the Sites.

11. **Links.** If You choose to leave this Sites via links to third party websites, including those of advertisers, We are not responsible for the privacy policies of those sites or the cookies those sites use. In addition, because We have no control over such sites and resources, You acknowledge and agree that We are not responsible for content on or the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You should carefully review their privacy statements and other conditions of use.

12. **Suitability of Service.** We are providing information and services on the Internet as a benefit and service in furtherance of our nonprofit and tax-exempt status. We make no representations about the suitability of this information and these services for any purpose.

13. **Privacy.** Our [Privacy Policy](#) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by the IACAC and its affiliates. All information We collect on the Sites, including through the User registration process, will be treated in accordance with our Privacy Policy, located on the Sites and incorporated by this reference into this Agreement. If You use the Sites and/or Services, You accept the terms and conditions of our Privacy Policy, and consent to all actions We take with respect to your information consistent with our Privacy Policy. If You do not agree to have Your information used in any of the ways described in the Privacy Policy, You must discontinue use of the Sites and the Services, and not provide Us with any Personal Information.

In regard to Personal Information, you may contact us as set forth in the Privacy Policy to correct, delete, or modify this data at any time, to delete your account or obtain information about how we have shared your Personal Information with third parties. If You have questions about these Terms of Use or our Privacy Policy please send an e-mail to [\*\*feedback@internationalacac.org\*\*](mailto:feedback@internationalacac.org).

14. **Digital Millennium Copyright Act.** We respect the intellectual property of others, and We ask You to do the same. If You believe that Your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A specific description of the copyrighted work that You claim has been infringed;



c. A specific description of where the material that You claim is infringing is located on the Sites or Services;

d. Your name, address, telephone number, and email address;

e. A written statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

f. A written statement by You, made under penalty of perjury, that all of the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement on the Sites or Services can be reached by directing an email to the Copyright Agent at [tschweser@internationalacac.org](mailto:tschweser@internationalacac.org). It is our policy to terminate the user accounts of repeat infringers.

15. **Termination of Account.** We may terminate Your use of the Sites and/or Your Account for any reason at any time. You understand that termination of this Agreement and Your Account may involve deletion of Your information from our live databases as well as any content that You uploaded to the Sites using such Account. **YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITES OR SERVICES OR DELETION OF YOUR ACCOUNT OR CONTENT UPLOADED BY YOU.**

16. **Indemnification.** To the extent permitted by law, You agree to indemnify, defend and hold harmless Us, our parents, subsidiaries, affiliates, officers, directors, licensors, co-branders, suppliers, and other partners, employees, consultants and agents, together with all of their respective officers, directors, employees and consultants, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from (a) any information You submit, post or transmit through the Sites or Services, (b) Your use of the Sites or Services, (c) Your violation of this Agreement, (d) Your own actions or inaction or the actions or inaction of others participating in the event or activity, (e) Your violation of any rights of any other person or entity, or (f) any viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines input by You into the Services. We reserve the right to exclusively defend and control any such indemnification matters; and that You will fully cooperate with Us in any such defense.

17. **Entire Agreement.** Unless otherwise set forth in a product or services delivery agreement between You and Us, this Agreement and our Privacy Policy constitutes the entire and exclusive and final statement of the agreement between You and Us with respect to the subject matter hereof and governs Your access to the Sites and Your use of the Services, superseding any prior agreements or negotiations between You and Us, both written and oral, with respect to the subject matter hereof. All matters relating to the Sites or Services, this Agreement, the relationship between You and Us or any dispute or claim arising therefrom or related thereto (including non-contractual disputes or claims) will be governed by the laws of the Commonwealth of Virginia, without giving effect to any choice of laws or principles that would require the application of the laws of a different country or state. Any legal action, suit or proceeding arising out of or relating to this Agreement, or Your use of, the Sites or Services must be instituted exclusively in the federal or state courts located in the Commonwealth of Virginia and in no other jurisdiction. You further consent to exclusive personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court, and irrevocably waive any jurisdictional, venue or inconvenient forum objections to such court provided, however,

that if You reside outside of the United States in a country requiring that a consumer contract be litigated in that country and/or pursuant to that country's national law, that country's courts may have jurisdiction and its law may apply.

18. **No Waiver.** Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement 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 of this Agreement, and that the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Your use of the Sites or Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this Agreement are for convenience only and have no legal or contractual effect. You and We are acting as independent contractors, and nothing in this Agreement creates an agency or partnership. You may not assign Your rights under this Agreement without our prior written consent, and any attempted assignment will be null and void.

19. **No Modification.** This Agreement may not be modified, in whole or in part, except by Us and as otherwise might be specifically described elsewhere in this Agreement; and anything contained on or provided through this site that is inconsistent with or conflicts with the terms of this Agreement is superseded by the terms of this Agreement.