

College Age Pro Site Terms and Conditions

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THESE TERMS AND CONDITIONS REQUIRE INDIVIDUAL ARBITRATION TO RESOLVE ANY DISPUTES. FULL DETAILS ARE PROVIDED BELOW.

Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE. These Terms and Conditions are entered into by and between you and College Aid Pro, Inc. (“CAP”) and, together with any documents they expressly incorporate by reference, govern your access and use of the CAP Site and any community sites which are owned by CAP and post a link to these Terms and Conditions (collectively, the “Site”). By using the Site and the software offered or provided thereunder (the “Software”), including but not limited to the MyCAP platform, the CAP Advisor Workstation, and the College Money Report, you accept and agree to be bound and abide by these Terms and Conditions. If you do not agree to these Terms and Conditions or the associated Privacy Policy, please do not use this Site.

You represent and warrant that you are of sufficient legal age to use this Site, or agree to supervise minors who use this Site, and that you will be bound to any legal obligations you may incur as a result of using this Site. Please note that CAP reserves the right to change the Terms and Conditions under which this Site and its many offerings are extended to you. Your continued use of this Site following such modifications will be conclusively deemed as acceptance of any changes to these Terms and Conditions.

Intellectual Property Rights

All material contained on this Site, unless otherwise indicated, is protected by law including, but not limited to, United States copyright, trade secret, and trademark law, as well as other state, national and international laws and regulations. Except as provided herein or, if you are an advisor, the Advisor Workstation License Terms of Service (the “License”) or any other applicable agreement between you and CAP, CAP does not grant any express or implied rights to you. The COLLEGE AID PRO trademark, and all other names, logos, and icons identifying CAP’s products and services are the proprietary marks of CAP. Other product and company names mentioned herein are the trademarks of their respective owners.

When accessing and utilizing the various services offered through the Site, you may have access to and use the Software. Subject to the terms of this Agreement, CAP grants you a limited, non-exclusive, non-sublicensable, non-transferable, right and license to use the Software during the term of this Agreement and solely for the purpose of providing selected products or services to you. CAP and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Software, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you herein or in the License.

These Terms and Conditions permit you to use the Site for your personal, non-commercial use only or for your commercial use subject to the License, incorporated herein by reference. Except as otherwise authorized in the License, you must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may export or print data where expressly permitted by the Site for your own personal use only.

You must not:

- Modify copies of any materials from this Site.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Site.

Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms and Conditions.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate CAP, a CAP employee, another user, or any other person or entity (including, without limitation, by using email addresses or other identifiers associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site, or expose us or them to liability.
- To upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

Additionally, you agree not to:

- Access any data not intended for you or logging into a server or account which you are not authorized to access.

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms and Conditions, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the servers on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

Relative to the Software, you shall not:

- Copy the Software;
- Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software;
- Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Software, including any copy thereof; and
- Rent, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any third party for any reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time.

Disclaimers

Estimates of financial need shown can vary significantly among the colleges to which one is applying for aid. This is because each college sets its own policy about how to determine eligibility for their private funds. Therefore, the final offer of financial aid may be higher or lower than is indicated by the College Money Report or other services offered or provided by us. Those differences in aid policies will also affect the net price, which is the full cost of attendance at a college minus the amount of grants and scholarships (“free money”) received from the college. Services provided by CAP are not intended to provide investment advice nor do they reflect all the various institutional aid policies that may affect the student's final aid award package. The price of attendance and financial aid availability may change. The estimates provided by CAP do not represent a final determination, or actual award, of financial assistance and shall not be binding on CAP.

CAP makes no warranty of any kind as to the results that may be obtained from use of the Site, the Software, or any services (including the White Glove (or Wake Me When It's Over) services). Among other things, CAP does not guarantee and makes no warranty of any kind that use of the Site, the Software or such services will lead to the offering or particular amount or level of financial aid or awards for any particular educational institute. CAP also makes no warranty of any kind that any recommendations it makes will lead to any particular result including, but not limited to, financial aid or scholarship awards.

WHILE CAP ENDEAVORS TO PROVIDE THE MOST ACCURATE, UP-TO-DATE MATERIALS AVAILABLE, THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES AVAILABLE ON THIS SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS THAT MAY AFFECT THE QUALITY OF THE INFORMATION, PRODUCTS OR THIRD-PARTY CONTENT CONTAINED ON THIS SITE. MOREOVER, CAP MAY MAKE MODIFICATIONS AND/OR CHANGES TO THIS SITE OR TO THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES DESCRIBED IN THIS SITE AT ANY TIME, FOR ANY REASON

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TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED OR ANY SOFTWARE ACCESSED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED OR ANY SOFTWARE ACCESSED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CAP NOR ANY PERSON ASSOCIATED WITH CAP MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER CAP NOR ANYONE ASSOCIATED WITH CAP REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED OR ANY SOFTWARE ACCESSED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE, THE SOFTWARE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED OR

SOFTWARE ACCESSED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, CAP HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL CAP, ITS AFFILIATES, OR OUR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY SITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER SITES, OR THE PERFORMANCE OF ANY SOFTWARE, PRODUCTS OR SERVICES, INCLUDING ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF CAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. EVEN IF CAP HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WHERE PARTICULAR STATES OR JURISDICTIONS' LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE TOTAL LIABILITY FOR CAP FOR ANY REASON WHATSOEVER RELATED TO USE OF THIS SITE SHALL NOT EXCEED THE AMOUNT OF \$100 US DOLLARS.

Term; Termination

These terms and conditions are applicable to you upon your accessing the Site and/or using the services offered therein. These terms and conditions, or any part of them, may be terminated by CAP without notice at any time, for any reason. The provisions relating to Intellectual Property Rights, Disclaimers, Limitation of Liability, Indemnification, Disputes and Miscellaneous, shall survive any termination.

Accessing the Site and Account Security

We reserve the right to withdraw or amend this Site, and any service or material we provide on or through the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Site.
- Ensuring that all persons who access the Site through your internet connection or in connection with your performance under the License are aware of these Terms and Conditions and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete and that all required permission and authorizations have been obtained from third parties for their personal information that you provide to CAP for processing. You agree that all information you provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy. By using this Site, you consent to CAP's collection and use of personal data as outlined therein.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password, or other security information. You agree to notify us immediately of any loss or theft, or unauthorized access to or use, of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms and Conditions.

Submissions

CAP also welcomes your feedback and suggestions about how to improve this Site. Any such ideas, suggestions, information, know-how, material, or similar content (collectively, "**Content**") received through this Site, will be deemed to include a royalty-free, perpetual, irrevocable, nonexclusive right and license for CAP to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display, (in whole or part) worldwide, or act on such Content without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content. You hereby waive any claim to the contrary.

User Contributions

The Site may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to

post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Site.

All User Contributions must comply with the Content Standards set out in these Terms and Conditions.

Any User Contribution you post to the Site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our affiliates and Service Providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and Service Providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms and Conditions.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not CAP, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Site.

Monitoring and Enforcement

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- 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 and Conditions, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for CAP.
- 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.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any violation of these Terms and Conditions.

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 Site. YOU WAIVE AND HOLD HARMLESS CAP AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

CAP does not and cannot review all communications and materials posted to or created by users accessing the Site and cannot ensure prompt removal of objectionable material after it has been posted. CAP is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the Site, CAP is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any such contents or activities on the Site.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must, in their entirety, comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Indemnification

You agree to indemnify, defend, and hold harmless CAP, its officers, directors, employees, agents, licensors and suppliers (collectively the “Service Providers”) from and against all losses, expenses, damages and costs, including reasonable attorneys’ fees, resulting from any violation of these Terms and Conditions or any activity related to your account or use of any products or services

other than as expressly authorized (including negligent or wrongful conduct) by you or any other person accessing the Site using your Internet account.

Disputes

THESE TERMS REQUIRE YOU TO ARBITRATE DISPUTES, WAIVE YOUR RIGHT TO A JURY TRIAL AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FOR ANY ALLEGED BREACH OF THESE TERMS TO THE FULLEST EXTENT PERMITTED BY LAW. Any dispute or claim relating in any way to these Terms and Conditions, this Site, or any products or services sold, accessed or distributed by or through this Site, will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims so qualify. The Federal Arbitration Act and federal arbitration law will apply to any arbitration conducted in connection with these Terms and Conditions, and any such arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the American Arbitration Association in Chicago, Illinois. To the fullest extent permitted by law, we each agree that any arbitration or other dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. You and CAP agree, to the fullest extent permitted by law, to waive any objection based on lack of personal jurisdiction, place of residence, improper venue or forum non-conveniens, and you agree to give up any right to a jury trial in any such arbitration or other dispute resolution proceeding. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights. Arbitration shall not commence until the party requesting it has deposited the necessary and required deposit with the office of the arbitrator for the arbitrator's fees and costs. The party requesting arbitration shall advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs. Judgment upon any award rendered by the arbitrator shall be final, binding and conclusive upon you and us and your and our respective administrators, executors, legal representatives, successors and assigns, and may be entered in any court of competent jurisdiction. Should a dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and us, jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Cook County, Illinois.

Confidentiality

You acknowledge that you may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records, specifications owned and licensed by CAP (collectively, "Confidential Information"). You agree not to disclose any Confidential Information, directly or indirectly, or use the Confidential Information in any manner except as required in the course of the performance of services for you or otherwise allowed. Upon termination of the services being provided to you, or at any time requested by CAP, you agree to immediately deliver to CAP any Confidential Information in your possession, delete any electronic copies of any Confidential Information, and provide written certification of such deletion to CAP within seven days. Unless otherwise notified by CAP, you are permitted to retain the output from the Software including the College Money Report solely for your own personal use. Customer's confidentiality obligations under this Section shall persist for the term of this Agreement and for

five (5) years thereafter; except Customer's confidentiality obligations with respect to any Confidential Information of CAP that constitutes a trade secret under applicable law shall remain for so long as such Confidential Information remains a trade secret under applicable law.

Third-Party Links

If the Site contains links to other websites and resources provided by third parties, these links are provided for your convenience only and do not imply an endorsement of any third party or any website or the products or services provided by any third party. However, even if the third party is affiliated with us, we have no control over these linked sites, all of which have separate privacy and data collection practices, independent of us. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, we seek to protect the integrity of our Site and the links placed upon it and therefore requests any feedback on not only our Site, but for sites linked therefrom (including if a specific link does not work).

Miscellaneous

Your use of this site shall be governed in all respects by the laws of the state of Illinois, U.S.A., without regard to choice of law provisions. Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises. CAP's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms and Conditions. CAP may assign its rights and duties under these Terms and Conditions to any party at any time without notice to you.

CAP makes no representation that materials on this Site are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Site are illegal is prohibited. If you choose to access this Site from other locations, you do so on your own volition and are responsible for compliance with any applicable local laws.

Waiver and Severability

No waiver by CAP of any term or condition set out in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of CAP to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

Notification of Claimed Copyright Infringement.

If you believe in good faith that any materials posted on the Sites or accessed via the services (the “Materials”) infringe any copyright in any work of yours, you agree to contact our “DMCA Copyright Agent” as identified below, hereby designated under the Digital Millennium Copyright Act (“DMCA”) (17 U.S.C. §512(c)(3)), with correspondence containing the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of the copyright that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, including information reasonably sufficient to allow for the determination of the location of the Materials that is claimed to be infringing;
- Information reasonably sufficient to permit us to contact you;
- A statement that you have a good faith belief that use of the Materials in the manner complained of is not authorized by the copyright owner, its agent, or the law; and,
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You agree that if you fail to comply with all of the requirements of this policy, your DMCA notice may not be valid. For any questions regarding this procedure, or to submit a complaint, please contact our designated DMCA Copyright Agent:

DMCA Copyright Agent
College Aid Pro
C/o Patzik, Frank & Samotny Ltd.
200 S. Wacker Drive, Suite 2700
Chicago, IL 60606

Complaint Policy for Infringement of Other Rights

If you believe in good faith that any Materials (as defined above) posted on the Site or accessed via the services infringe any of your rights (including any trademark or privacy rights, but not including rights in copyright as addressed in the Notification of Claimed Copyright Infringement, above), or are otherwise unlawful, you agree to send a notice to info@collegeaidpro.com, containing the following information:

- Your name, physical address, e-mail address and phone number;
- A description of the Materials posted on the Site that you believe violate your rights or are otherwise unlawful, and which parts of said Materials you believe should be remedied or removed;
- Identification of the location of the Materials on the Site;
- If you believe that the Materials violate your rights, a statement as to the basis of the rights that you claim are violated;
- If you believe that the Materials are unlawful or violate the rights of others, a statement as to the basis of this belief;

- A statement under penalty of perjury that you have a good faith belief that use of the Materials in the manner complained of is not authorized and that the information you are providing is accurate to the best of your knowledge and in good faith; and,
- Your physical or electronic signature.

If we receive a message from you that complies with all of the above requirements, we will evaluate the submission, and if appropriate, in our sole discretion, we will take action. We may disclose your submission to any entity that posted the claimed violative Materials, or any other entity as we deem appropriate.

Changes to Our Terms and Conditions

We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them. If we make material changes to the Terms and Conditions, we will notify you by updating the effective date of the Terms and Conditions on this page. The date the Terms and Conditions were last revised is identified at the top of the page.

Your continued use of the Site following the posting of revised Terms and Conditions means that you accept and agree to the changes. We encourage you to check the Terms and Conditions each time you use our Site so you are aware of any changes, as they are binding on you.