

Roberts Career Connect Conditions of Use:

Welcome to Roberts Wesleyan College's Roberts Career Connect. By using this Site, you are agreeing to the following Roberts Career Connect Terms and Conditions concerning use of this Site. Please read them carefully. These Terms and Conditions and Privacy Policy may be revised from time to time by updating this posting.

1. Acceptance of Terms

Roberts Career Connect (referred to as "the Site") is provided as a service to you subject to your review and acceptance of the following Roberts Career Connect terms and conditions of service.

2. Your Sign-up Obligations

In return for use of the Site, you agree that you are more than 18 years of age. You also agree to provide true, accurate, current and complete information about yourself as prompted by the Site's sign-up form. If you provide any information that is untrue, inaccurate, not current or incomplete, or if the Site administrators have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Site has the right to suspend or terminate your account and refuse any and all current or future use of the Site.

3. Privacy Policy

The Site is concerned about protecting your privacy. Only members of this Site and Site administrators and staff can view other members' Profile Pages. Your name, class year, company title, and contact information do not appear on your profile until you agree to a specific connection with another Roberts Career Connect member. In addition to these connections, you may indicate on your profile whether or not the Site may share your name, class year, and company title with full and part-time Roberts Wesleyan College faculty for the purpose of advising current students. All member information on the Web site is securely stored and is not sold or transferred to any third parties.

4. Passwords and Security

You are responsible for maintaining the confidentiality of any password(s) you use to access the Site, and are fully responsible for all activities that occur under your password(s). You agree to notify the Site immediately of any unauthorized use of your password(s) or account access. The administrators of the Site are committed to preserve the security of personal information collected from you, and have taken reasonable steps to prevent unauthorized access to that information.

5. Member Conduct

The Site contains messaging functions, personal profile web pages, and/or other communication services. You agree to use these services only to post, send and receive messages and material that is appropriate and, when applicable, related to the particular communication service.

By way of examples, you agree that when using the communication services, *you will not do certain things, including but not limited to the following on Roberts Career Connect:*

- Post material or encourage behavior that is contrary to Roberts Wesleyan College's Community Ethos Statement or Statement of Belief.
- Use the services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose.
- Download any file, posted by another user of a service, that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the services.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the services or other user or usage information or any portion thereof.
- Interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service.
- Violate any code of conduct or other guidelines, which may be applicable for any particular service.

6. International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

7. Content submitted to this site

You agree that all member information and transactional data received or collected by the Site is the property of the Site. By uploading, emailing, posting, publishing or otherwise transmitting content to any Forum or submitting any content to this site, you automatically grant the Site a perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, transmit and distribute such content in any form, medium, or technology for the purpose of displaying, distributing and promoting the Site's services. The Site reserves the right to monitor any exchanges through the Roberts Career Connect messaging system. Without limiting the foregoing, the Site shall have the right to remove any content that violates the terms of service or is otherwise determined as objectionable.

8. Indemnity

You agree to indemnify and hold the Site, its administrators, and their officers, directors, employees and agents harmless from any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees, made by any third party due to or arising out of your content, your use of the service, your connection to the service, your violation of the terms of service, or your violation of any rights of another.

- You are solely responsible for your interactions with other members. Participation on this site is entirely voluntary and the site makes no representations or warranties as to the conduct of its members.
- In no event shall The Trustees of Roberts Wesleyan College ("Roberts Wesleyan College"), their agents or assigns be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the service, including, without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other registered users of this service or persons you meet through this service. You agree to take reasonable precautions in all interactions with other members of the service, particularly if you decide to meet offline or in person. You should not provide your financial information to other members.
- If the Site's security measures are breached via hacking, viruses, or software malfunctions, Roberts Wesleyan College is in no way responsible for any resulting loss of data or damage to your computer.

9. No resale of service

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Site, use of the Site, or access to the Site.

10. Modifications to service

The Site reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice. You agree that the Site shall not be liable to you or to any third party for any modification, suspension or discontinuance of the service.

11. Termination of Use

You agree that the administrators of the Site may, at their sole discretion, at any time and for any reason terminate your access to the Site and any account(s) you may have in connection with the Site. The administrators reserve the right to temporarily or permanently disable your account due to perceived incompatibility or values in conflict with the mission of Roberts Wesleyan College. You agree that the Site shall not be liable to you or any third-party for any termination of your access to the service.

12. Third-Party Web Sites, Content, Products and Services

The Site may provide links to Web sites and access to content, products and services from third parties, including users, advertisers, affiliates and sponsors of the site. You agree that the Site is not responsible for the availability of, and content provided on, third-party Web sites. You should refer to the policies posted by other Web sites regarding privacy and other topics before you use them.

If you choose to purchase any products or services from a third party, your relationship is directly with the third party. You agree that the Site is not responsible for: (a) the quality of third party products or services; and (b) fulfilling any of the terms of your agreement with the seller, including delivery of products or services and warranty obligations related to purchased products or services. You agree that the Site is not responsible or liable, directly or indirectly, for any loss or damage of any sort you may incur from dealing with any third party.

13. Disclaimer

You expressly understand and agree that except where expressly provided otherwise, the Site, and all content, materials, information, software, products and services provided on the site, are provided on an “as is” and “as available” basis. This Site expressly disclaims all warranties of any kind, whether expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement; and makes no warranty that:

- The Site will meet your requirements;
- The Site will be available on an uninterrupted, timely, secure, or error-free basis;
- The results that may be obtained from the use of the site or any services offered through the site will be accurate or reliable; and
- The quality of any products, services, information, or other material purchased or obtained by you through the site will meet your expectations.

Any content, materials, information or software downloaded or otherwise obtained through the use of the Site is done at your own discretion and risk. The Site reserves the right to make changes or updates to the Site at any time without notice.

14. Limitation of Liability

In no event shall the Site be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, goodwill or use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, use of, or inability to use the site.

Some jurisdictions do not allow the limitation or exclusion of liability. Accordingly, some of the above limitations may not apply to you.

15. Dispute resolution

All disputes arising from this Agreement will be resolved through arbitration and consistent with the rules promulgated by the American Arbitration Association, with the following Roberts Career Connect exceptions:

- The arbitration will take place in Roberts , Illinois at a location determined by Roberts Wesleyan College;
- The arbitrator must be a retired federal judge or a practicing lawyer with 20 years of intellectual property litigation experience;
- There will be a single arbitrator who must be mutually acceptable to each party and consent may not be unreasonably withheld; and
- The parties will be entitled to reasonable discovery as approved by the arbitrator.

16. Notice

Notices to you may be made via either e-mail or regular mail. The service may also provide notices of changes to the Terms and Conditions of service or other matters by displaying notices or links to notices to you generally on the service.

17. Violations

Please report any violations of these Terms and Conditions to the office of Career Services at Roberts Wesleyan College.