



Annual License for Scholarship Widget

Payment: Fee of \$199 to license the scholarship widget

You must have an active software license with CFS to license the scholarship widget

By licensing the widget you agree to the terms of use included below

After receiving payment, CFS will:

- Activate the widget in your CFS branded website and/or
- Email you the widget code

After completing the account setup and payment information fax or email this agreement to CFS at:

530-430-3001 or info@cf-solutions.com

| <u>Account Setup Information</u> | <u>Credit Card Information:</u> |
|----------------------------------|---|
| Name: | Name on Card: |
| Company Name: | Card Number: |
| Mailing Address: | Expiration Date: |
| City and State: | Credit Card Code: This is a 3 or 4 digit number usually found on the back of the card. For American Express the number is located on the front of the card |
| Zip Code: | Billing Address: |
| Business Phone number: | City and State: |
| Email Address: | Zip Code: |

TERMS AND CONDITIONS OF USE

USE AND ACCESS

This Agreement for is made by and between you (CONSUMER/VENDOR) and Collegiate Funding Solutions, Inc. These terms of service are effective immediately upon your execution of the terms and your payment of the applicable license fees. As used in the Terms, "you", "your" or "user" all refer both: (a) to the person or entity whose employees, contractors, agents, and representatives use the Service, and (b) to the persons using the Service in any way.

RENEWAL

The foregoing agreement will renew automatically in its entirety upon its anniversary unless cancellation is given by either party by written notice sixty (60) days prior to the expiration of the same.

NON REFUNDABLE

The membership fee is non-refundable after 3 business days of submission of payment of the same to PROVIDER regardless of how many reports are conducted by CONSUMER/VENDOR.

CONTENT PROTECTION

The contents licensed from PROVIDER including all text, images, graphics, logos, links, button icons, software and other content (collectively, "Content"), are protected under both United States copyright, trademark and other laws. All Web Site Content is the property of PROVIDER, its content suppliers or clients. The compilation (meaning the collection, arrangement and assembly) of all content is the exclusive property of PROVIDER and is also protected by United States copyright laws. Unauthorized copying or use of the Content may violate copyright, trademark, and other laws. You are prohibited from using content in violation of any applicable foreign, domestic, federal or state laws, rules or regulations or in a manner that that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others.

NO GUARANTEES

PROVIDER offers no guarantees as to the number of scholarships for which a student may actually be awarded CONSUMER/VENDOR should be aware that all scholarship award decisions are made by the individual institutions.

SITE SECURITY RULES

You are prohibited from violating or attempting to violate the security of PROVIDER, including, without limitation;

- i) intercepting or accessing data not intended for such user or logging into a server or account which the user is not authorized to access,
- ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without prior express written authorization,
- iii) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus, overloading, "flooding", "denial of service attacking", "spamming", "mailbombing" or "crashing",
- iv) sending unsolicited e-mail, including promotions and/or advertising of products or services

SITE INTEGRITY RULES

Users may not violate or attempt to violate the security, efficiency, reliability, or integrity of the Site or its Content in any way, including, without limitation:

- i. **Accessing content, data, features or functionality on the Site for which your password is not authorized or accessing or logging into a server or account that you are not authorized to access.**
- ii. **Deleting or revising any Content (including, but not limited to, legal notices) posted by PROVIDER.**
- iii. **Aggregating, copying or duplicating in any manner or framing of or linking to any of the Content available from the Site.**
- iv. **Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site.**
- v. **Taking any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure.**
- vi. **Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.**
- vii. **Using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from PROVIDER on this Site and other than generally available third-party web browsers (e.g., Netscape Navigator, Microsoft Explorer, Firefox).**
- viii. **Forging any TCP/IP packet header or any part of the header information in any e-mail or posting.**
- ix. **You shall not copy or adapt the underlying HTML code that with respect to any portion of the Website or the content appearing therein.**

PROVIDER reserves the right to prosecute violations of system or network security to the full extent of the law; including but not limited to civil or criminal remedies, and to cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

CHILDREN UNDER THE AGE OF 13

This Service is not intended for children under the age of 13. PROVIDER will not knowingly register or otherwise collect Personal Information from persons who identify themselves as being under the age of 13 during the registration process, without the prior consent of such child's parent or guardian. The safety and privacy of children is of ultimate importance to us. We are committed to comply with the requirements of all federal and state law, including the Children's Online Privacy Protection Act of 1998 ("COPPA"). For more information about COPPA, please visit the Federal Trade Commission's [website](#).

INFRINGEMENT ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS

Any violation of these Terms of Use may result in the immediate denial of access to PROVIDER's Services. PROVIDER respects the intellectual property of others, and we request that our Users and content partners to do the same. The unauthorized reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owner's rights. As a condition to your use of this Service, you agree not to use the Service to infringe the privacy or intellectual property rights of others in any way. We may terminate the accounts of any account holders, and block access to our Service, of those who improperly access or use the Personal Information of others or infringe on the copyrights or other intellectual property rights of others. We reserve the right to take these actions at any time, in our sole discretion, with or without notice, and without any liability to the account holder who is terminated or to the user whose access is blocked. You are deemed to be responsible for all actions taken by persons to whom you grant access to your account.

NO WARRANTIES

The Web Site Content may contain inaccuracies or typographical errors. PROVIDER makes no representations about the accuracy, reliability or completeness, of PROVIDERS Service or Content. The use of the PROVIDERS Site and Content is at your own risk. Changes are periodically made to the PROVIDER Sites to ensure accuracy of the information provided. While we will endeavor to make these changes at a time least likely to interfere with your use of the Web Site, such changes may be made at any time. PROVIDER DOES NOT WARRANT THAT PROVIDER SITE WILL OPERATE ERROR-FREE OR THAT PROVIDER SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF PROVIDER SITE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, PROVIDER IS NOT RESPONSIBLE FOR THOSE COSTS. THE PROVIDER SITE AND WEB SITE CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW, PROVIDER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION ON DAMAGES

IN NO EVENT SHALL PROVIDER, ITS AFFILIATED ENTITIES, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON ANY PROVIDER SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE PROVIDER SITE AND THE WEB SITE CONTENT, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PROVIDER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The aggregate liability for PROVIDER to you for all claims arising from the use of the Web Site or any PROVIDER Site is limited to the sum of Five and 00/100 Dollars (\$5.00).

NO RESALE OR UNAUTHORIZED COMMERCIAL USE

You agree not to resell or assign your rights or obligations under these Terms of Use. You also agree not to make any unauthorized commercial use of any PROVIDER Site, i.e. operating as a service bureau to financial planners, college planners, CPAs, accountants, insurance agents, advisors, school counselors.

INDEMNITY

You agree to defend, indemnify, and hold harmless PROVIDER, its members, officers, directors, employees and agents, from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising from or resulting to your use of PROVIDER Site or your breach of these Terms of Use. PROVIDER shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

GOVERNING LAW

This Agreement shall be governed by the internal laws of the State of Connecticut, without giving effect to principles of conflict of laws. You hereby consent to the exclusive jurisdiction and venue of the Superior Court sitting in Fairfield County, or the Federal Courts in the District of Connecticut to resolve any disputes arising under this Agreement. In each case this Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between PROVIDER and CONSUMER/VENDOR with respect to your use of the Service and supersedes any previous oral or written arrangements or understandings relating thereto.

WAIVER, ETC.

No waiver of any provision of these Terms of Service by PROVIDER shall be effective unless in writing signed by an authorized representative of PROVIDER. The waiver by PROVIDER of a breach or violation of any provision of these Terms of Service shall not constitute a waiver by PROVIDER of any succeeding breach of the same or other provision; nor shall any delay or omission on the part of PROVIDER to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any such right, power or privilege by PROVIDER. Any provisions of this Agreement that may be invalid shall not affect the validity of enforcement of the remaining valid terms of this Agreement.