# **Terms and Conditions / Privacy Policy** Terms and Conditions

Welcome to the VMI Alumni Agencies web site. VMI Alumni Agencies licenses this online community from iModules Software, Inc. By using this site, you are agreeing to the following Terms and Conditions and the Privacy Policy 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

This online community (referred to as "the Site") is provided as a service to you subject to your review and acceptance of the following terms and conditions of service.

### 2. Your Registration Obligations

In return for use of the Site, you agree that you are more than 13 years of age. You also agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration 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. In some cases, information is pre-loaded to the Site.

#### 3. Privacy Policy

The Site concerned about your privacy and has developed a policy to address privacy concerns. For more information, <u>please see the full Privacy Policy.</u>

#### 4. Passwords and Security

You are responsible for maintaining the confidentiality of any password(s) you are given 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). The administrators of the Site are concerned about 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 e-mail services, message boards, news, events, chat rooms, communities, personal profile Web pages, calendars, photo albums, file libraries, Instant Notes and/or other communication services. You agree to use these services only to

post, send and receive messages and material that are proper and, when applicable, related to the particular communication service.

In order to protect the privacy of our constituents, our system imposes a limit to the number of alumni profiles you are able to view within a certain period of time. If you exceed that limit, we may temporarily or permanently revoke your credentials. We may also request an explanation to understand the high website usage.

By way of example, and not as a limitation, you agree that when using the communication services, you will not:

a) 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).

b) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

c) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.

d) 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.

e) 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.

f) 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.

g) Advertise or offer to sell or buy any goods or services for any business purpose, unless such communication services specifically allow such messages.

h) 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.

i) 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.

j) Restrict or inhibit any other user from using and enjoying the services.

k) Harvest or otherwise collect information about others, including physical and email addresses.

I) Violate any applicable laws or regulations.

m) Create a false identity for the purpose of misleading others.

n) 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.

o) 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.

p) Violate any code of conduct or other guidelines, which may be applicable for any particular service. q) Forwarding a solicitation of funds or information to benefit any third party.

#### 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 now known or later developed. 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, iModules Software, Inc., 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.

#### 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, in its sole discretion, at any time terminate your access to the Site and any account(s) you may have in connection with the Site. 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 AND IMODULES SOFTWARE, INC. EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; AND MAKE NO WARRANTY THAT: (A) The Site WILL MEET YOUR REQUIREMENTS;

(B) The Site WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS;

(C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR

ANY SERVICES OFFERED THROUGH THE SITE WILL BE ACCURATE OR RELIABLE; OR

(D) 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. This 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. 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.

#### 16. Violations

Please report any violations of these Terms and Conditions to support@imodules.com.

## **Privacy Policy**

VMI Alumni Agencies licenses this website from iModules Software. iModules Software has created this privacy policy statement in order to demonstrate its firm commitment to privacy and to describe the information-gathering and dissemination practices for the web site.

This web site may disclose personal information when required by law or in the goodfaith belief that such action is necessary in order to conform to the edicts of the law or comply with a legal process involving the web site.

#### Cookies

This web site uses cookies to recognize you and allow you to automatically log in without re-entering your user name and password each time you visit our site. The

cookies are encrypted and do not save any personally identifiable information (see the Personally Identifiable Information section below) about you, such as your user name, password or email address. If cookies are disabled in your browser, you can still use the site but you will be required to enter your password each time you visit.

#### Personally Identifiable Information

This site's registration form requires you to provide your full name, address, email address, password, gender, city, state, country and zip code. You may also choose to provide optional details, such as maiden name, nick name, birthday, occupation, company, spouse's name, photos, or personal comments. You may update any of this information at any time by accessing your profile by clicking the "edit account information" link, or equivalent, in the navigation menu. You may opt out of receiving email communications from this community (see the "Email Subscription/Opt-Out" section below).

#### Personal Profile Information and Profile Page

Your Personal Profile features information you may wish to share with other site members on your Profile Page. Only people who are members of this site can view other members' Profile Page. The only information that is automatically displayed on your Profile Page is your First Name, Last Name and selected additional information. Additional information fields from your Personal Profile information, including comments, and other personal information you choose to share, along with any photos, will appear only if you have opted to provide those items and have also selected to have those fields in your Profile Page View.

#### **Credit Card Transactions**

Some features of this site enable credit card transactions. These features are completely voluntary to members. They include the purchasing of event registrations, merchandise purchases, online donations, membership purchases or the payment of other types of fees through the site. The operators of this site would like to assure you that measures have been taken to make such transactions secure for its members.

This site uses industry standard Secure Sockets Layer (SSL) servers on our transaction pages. It encrypts all of your personal information including name, address, and credit card number to prevent unauthorized access as the information travels over the Internet.

#### **Fraudulent Behavior**

This is a community site that is based primarily on member input. This site cannot guarantee the accuracy of information presented. However, anyone demonstrated to have engaged in fraudulent behavior may be subject to (but not limited to) loss of privileges as a member as well as face prosecution to the fullest extent of the law.

#### Safe Harbor

iModules Software complies with the U.S.-EU Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of

personal information from European Union member countries. iModules Software has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view iModules' certification, please visit http://www.export.gov/safeharbor/

#### **Email Subscription Opt-Out**

The site provides you with the opportunity to choose to receive email communications about this site and the groups you are registered with, as well as emails from other members. In all email communications that you receive from this community, except for confirmation emails for event registrations, purchases, donations or other payments, you will be provided and unsubscribe option where you can opt out of the particular type of email communication. You can also modify the emails that you receive at any time by going to your account profile and changing your opt-in status there.

#### Photo, Blog and other Personal Content Policy

This site retains the right to remove or reject any content that it deems obscene or objectionable, or has been reported as such by other members. In addition, the client licensors of the web site can at any time deem content to be objectionable and can remove it from the site. This site does not endorse any content that is posted on the site. Members will not post copyrighted content without permission from the owner. Members understand content whether it be text, graphic or audio visual, is the sole responsibility of the person from which such content originated. This site is no way responsible for accuracy, integrity or quality of such content.

#### **Public Forums**

This site makes chat rooms and message boards available for every community group featured on the site. Your first and last name will be displayed during chat sessions or when you post something in the message boards. Any additional information you choose to submit in these areas is considered public. To protect yourself from unwanted spam or other unsolicited or unwanted communication, you are advised against providing personally identifiable information, including email addresses, postal addresses and phone numbers. This site does not monitor the chat rooms unless we receive a request to do so by a member via Customer Support.

#### Links to Other Sites

This site contains links to other sites. This site is not responsible for the privacy practices or the content of such Web sites.

#### Updates to This Privacy Policy

This site has the right to make changes or additions to this policy at any time. If those changes involve using your personally identifiable information in a manner different from that stated at the time you joined, the site will notify you by email. Changes that do not affect use of personally identifiable information will be posted to the site. If you have questions regarding this policy, please check this policy periodically or contact Customer Support.

**Contacting the Web Site** If you have any questions about this privacy statement, the practices of this site or your dealings with this web site, please contact Customer Support