

Association for Corporate Growth, Inc.

Essential Network - Terms of Use

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Overview of the ACG Essential Network

Welcome to the ACG Essential Network (the “Service”), operated by the Association for Corporate Growth, Inc. (collectively with its chapters and any other affiliates, “ACG”, “we” or “us”) at www.acg.org and [www.acg.org/\[name of chapter\]](http://www.acg.org/[name of chapter]) (collectively, the “Site”). These Terms of Use govern the use of the Service and the Site by any person viewing the Site or using the Service (“User” or “you”). Please read these Terms of Use carefully. By using, accessing or browsing the Site you acknowledge that you understand and agree to and all terms and conditions contained in these Terms of Use. If you object to anything in these Terms of Use or any policy we may post or maintain on the Site from time to time, do not use the Site. The Terms of Use are subject to change at any time, effective upon posting on the Site, and your use of the Site or the Service after such changes will constitute acceptance by you of such changes. You are responsible for regularly checking these Terms of Use, determining if there have been any changes and reviewing such changes.

Eligibility

The Service is available only to members of ACG, and is intended for people 18 or older. By using the Site, you represent and warrant that you are over 18 and agree to abide by all provisions of these Terms of Use. Any use of the Site or the Service by any person under 13 is not authorized and in violation of these Terms of Use, and we will not knowingly collect any information from children under the age of 13. However, ACG does not assume any responsibility for any misrepresentations regarding the age of any User made in connection with any User’s registration for or use of the Site or the Service. We reserve our right to terminate without notice the membership of any User if we believe that the User has provided any false information to us when registering for or using this Site.

Registration Data and Account Security

You agree to (a) provide accurate, current and complete information about you as may be prompted or required by the Site (“Registration Data”); (b) maintain the security and confidentiality of your user name and password; (c) maintain and promptly update the Registration Data and any other information you provide to ACG, and to keep it accurate, current and complete; and (d) be fully responsible for all use of your user name and password and for any actions that take place using your account. ACG has no control over the use of any User’s account and expressly disclaims any liability derived therefrom. ACG is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided to us.

License; Site Content

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Violation of any of the foregoing conditions may cause ACG to suspend usage privileges of any offending User, in its sole discretion. Such unauthorized use may also violate applicable laws, including but not limited to copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms of Use will be construed as conferring any other license to intellectual property rights. The license granted in these Terms of Use is revocable at any time without notice and with or without cause.

User Content Posted on the Site

You represent and warrant that you are the owner or a licensee or otherwise have the right to provide any content, information or materials that you upload, publish, display, post or transmit (hereinafter, “post”) to, on or through the Service or the Site (collectively, the “User Content”). You may not post, transmit, or share User Content on the Site or Service that you did not create or do not have permission to post. ACG may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content in its sole discretion, for any reason or no reason, including User Content that in the sole judgment of ACG violates these Terms of Use, the terms of the User’s membership in ACG, or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others. Users are solely responsible at their own sole cost and expense for creating backup copies and replacing any User Content posted or stored on the Site or provided to ACG by such Users. Each User hereby represents and warrants to ACG that the User Content and any other materials of any kind submitted through its account or otherwise posted, transmitted or shared by such User on or through the Service: (i) is not false, inaccurate or misleading; (ii) does not infringe any third party’s intellectual property rights, including rights of publicity or privacy; (iii) does not violate any law, statute, ordinance, or regulation; (iv) is not defamatory, libelous, unlawfully threatening, or unlawfully harassing; (v) is not obscene, does not contain pornography and is not harmful to minors; and (vi) does not contain any viruses, Trojan horses, worms, or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information.

When you post User Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site. By posting User Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to ACG an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will automatically expire; however, you acknowledge that ACG may

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Prohibited Conduct and Uses

In connection with the use of the Site and/or the Service, you agree that you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate any legal rights of any other party;
- Upload any other material that violates the intellectual property rights of any third party;
- Upload post, transmit, share or otherwise make available any material that contains or may contain viruses, corrupted files, or any other similar item designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Upload, post, transmit, share, store or otherwise make available any content that ACG deems to be profane, defamatory, infringing, fraudulent, invasive of privacy or publicity rights, obscene unlawful or otherwise objectionable;
- Upload, post, transmit, share, store or otherwise make available content which may create liability under or violate any applicable law or regulation, whether local, state, national or international, or that would constitute, encourage or provide instructions for a criminal offense;
- Upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- Collect user names and/or e-mail addresses or other contact information of other Users by electronic or other means, for the purposes of sending mass emails or other mass unsolicited communications, or use automated scripts to collect such information or otherwise interact with the Service or the Site;
- Solicit passwords or personally identifying information for impermissible or unlawful purposes;
- Upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or the like;
- Impersonate another person or entity or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity, or use or attempt to use another User’s account, service or system without authorization;
- Download any file posted by another User that you know, or reasonably should know, cannot be legally distributed through the Site;
- Restrict or inhibit any other registered User from using and enjoying the Site;
- Use the Service or the Site in any manner that could damage, disable, overburden or impair the Site; or
- Upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of ACG, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose ACG or the Users to any harm or liability of any type.

ACG reserves the right to revoke or suspend the privilege of any User to use this Site at any time and at its sole discretion for violation of the above prohibitions, for any other reason or no reason at all. ACG further reserves the right to take appropriate legal action against any User, including without limitation pursuing civil, criminal and injunctive redress.

User Disputes; Release

You are solely responsible for your interactions with other Users. ACG reserves the right, but has no obligation, to monitor disputes between you and other Users. In the event that you have a dispute with one or more other Users, you release ACG, its chapters and their respective officers, directors, agents and employees from all claims, demands or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Privacy

ACG has adopted a privacy policy (“[Privacy Policy](#)”), which may be modified by ACG from time to time. Click [here](#) to access the Privacy Policy. The Privacy Policy governs any disclosure or use of Users’ personal information. By using this Site, you represent, understand and agree that you have reviewed and agree to the terms of the Privacy Policy.

Third Party Websites, Applications and Content

The Site may contain, or you may be sent through the Site or the Service, links to other websites, as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (collectively, the “[Third Party Sites, Applications or Content](#)”). Such Third Party Sites, Applications or Content are not investigated, monitored or checked for accuracy, appropriateness or completeness by us, and we are not responsible for any Third Party Sites, Applications or Content accessed through, available through or installed from the Site, including but not limited to the content, accuracy, offensiveness, privacy practices or other policies of or contained in the Third Party Sites, Applications or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Sites, Applications or Content does not imply approval or endorsement thereof by ACG. If you decide to leave the Site and access, use or install any the Third Party Sites, Applications or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

Further, the Service may offers a feature whereby Users can share with others or post to their own member profile, videos, articles, links to and other Third Party Sites, Applications or Content through the Service. You acknowledge and agree that your use of these services and all links, User Content or Third Party Sites, Applications or Content shared through such service is subject to, and will fully comply with the user conduct rules set forth above and the other terms and conditions set forth in these Terms of Use.

Copyright Complaints

ACG prohibits Users from uploading, posting or otherwise transmitting on the Site or the Service any materials that violate another party’s copyright or other intellectual property rights. When we receive proper notification of an alleged copyright infringement as described in the ACG Copyright Policy (available by clicking [here](#)), we may remove or disable access to the allegedly infringing material and terminate the accounts of infringers. If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our Copyright Agent. Please see the Copyright Policy for more information on how to report infringement of your copyright.

Disclaimers

User acknowledges and agrees that ACG is not responsible or liable in any manner for any User Content or Third Party Sites, Applications or Content posted on or accessible from the Site or the Service, whether posted or caused by Users, by ACG or by third parties. Although we provide rules for User conduct and postings, we do not control or monitor and are not responsible for what Users post, transmit or share on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with the Service. ACG is not responsible for the conduct, whether online or offline, of any User of the Site or Service.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. ACG assumes no responsibility and will have no liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications or access to the Site or the Service, and ACG cannot and does not guarantee that any personal information entered by users will not be misappropriated, intercepted, deleted, destroyed or used by others. ACG is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer equipment, software or failure of e-mail on account of technical problems or traffic congestion on the internet or at the Site or Service or any combination thereof, including injury or damage to User's or to any other person's computer or other hardware or software, related to or resulting from using or downloading materials in connection with the world wide web and/or in connection with the Service. Under no circumstances will ACG be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Sites, Software or Content posted on or through the Site or the Service or transmitted to Users, or any interactions between Users of the Site, whether online or offline.

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ACG reserves the right to change any and all content, software and other items used or contained in the Site and Service at any time without notice.

Termination

ACG may terminate your access to the Site and the Service, delete your profile and any User Content you have posted on the Site and/or prohibit you from using or accessing the Service or the Site for any reason, or no reason, at any time in its sole discretion, with or without notice. Such termination may, but will not necessarily, be accompanied by the termination of your membership in ACG. Membership in ACG is

governed by the Bylaws of the Association for Corporate Growth, Inc. available [here](#), and a summary of membership policies is available [here](#).

Governing Law; Venue

These Terms of Use, and all other aspects of use of the Site and the Service, will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules. Any controversy or claim that is not subject to the arbitration provision set forth in these Terms of Use, other than action for a specific performance or for injunctive relief brought by ACG, may be exclusively brought in the federal, state, or local courts located in Chicago, Illinois; and, with regard to such claims and disputes, Users hereby irrevocably (i) submit to the exercise of personal jurisdiction over them by these courts, and (ii) waive any jurisdictional, venue or inconvenient forum objections to such courts.

Arbitration

THE SOLE AND EXCLUSIVE REMEDY FOR ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO AN ALLEGED BREACH OF THESE TERMS OF USE OR THE OPERATION OF THE SITE OR THE SERVICE WILL BE BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Chicago, Illinois, and judgment on the arbitration award may be entered into any court having jurisdiction. Notwithstanding the foregoing, to the extent that either you or ACG has in any manner infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade secret rights, or you have otherwise violated any of the user conduct rules set forth in the Terms of Use, then the parties acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought. In no event will any claim, action or proceeding by you related in any way to the Site and/or the Service (including your visit to or use of the Site and/or the Service) be instituted more than one year after the cause of action arose.

Indemnification

Each User agrees to indemnify, defend and hold harmless ACG, its chapters and their respective directors, officers, employees, agents, licensors, attorneys, independent contractors, providers, subsidiaries and affiliates (collectively referred to herein as "[ACG Parties](#)") from and against any and all claim, loss, expense or demand of liability, including attorneys' fees and costs incurred by any ACG Party in connection with any liability or claim (including an intellectual property claim) arising out of (i) links, materials and other content Users submit, post or transmit through the Site; (ii) use of the Site in violation of these Terms of Use, any applicable law or the rights of any third party; (iii) any claim or controversy that may arise from any disputes between Users of the Site; and (iv) any links that the User posts on the Site. Users further agree that they will cooperate as reasonably required in the defense of such claims. The ACG Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, and Users may not, in any event, settle any claim or matter without the written consent of ACG.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL ANY ACG PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, ANY PROVISION OF THESE TERMS OF USE OR ANY VIOLATION OF ANY PROVISION OF THESE TERMS OF USE, REGARDLESS OF

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Miscellaneous

Failure by ACG to enforce any provision(s) of these Terms of Use will not be construed as a waiver of any provision or right. These Terms of Use (and the policies referenced herein and incorporated by reference, including but not limited to the Privacy Policy and the Copyright Policy in effect from time to time) constitute the entire agreement between ACG and Users with respect to the subject matter hereof. Each User represents that the User has not relied upon any promises or representations by ACG with respect to the subject matter except as set forth herein. If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining Terms of Use will remain in full force and effect. These Terms of Use inure to the benefit of ACG and the other ACG Parties, and their respective legal representatives, successors and assigns. Nothing in these Terms of Use will be construed as making either party the partner, joint venture, agent, legal representative, employer, employee, contractor, franchiser or franchisee of the other. Neither party will have, or may hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that will be binding on the other, except as provided for herein or authorized in writing by the party to be bound.

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