

Terms and Conditions

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Overview

Welcome to ACG's Website, operated by 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 "Website" and/or "Websites"). These Terms of Use govern the use of the Website by any person viewing the Website(s) or using the Website ("User" or "you").

Please read these Terms of Use carefully. By using, accessing or browsing the Website 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 Website from time to time, do not use the Website. The Terms of Use are subject to change at any time, effective upon posting on the Website, and your use of the Website 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 Website is available to ACG members and non-members, and is intended for people 18 or older. By using the Website, 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 Website 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 Website. 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 Website.

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 Website ("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 there from. ACG is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided to ACG.

Use of Membership Directory

The use of the Member Directory is strictly limited to individual, personal and confidential reference purposes only. The Membership Directory may not be reproduced, copied or disseminated, entered into a computer database, used as part of or in conjunction with a mailing list, or otherwise utilized

except for your individual, personal and confidential reference. Use of the data in the membership directory to send unsolicited marketing e-mails (“Spam”) is not permitted. Infractions are policed and may result in legal or disciplinary action.

License; Website Content

All content on the Website, other than User Content (as defined below), including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the “Website Content”), is the proprietary property of ACG or its licensors, and all rights therein are reserved. No Website Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without ACG’s prior written permission.

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Such license is subject to these Terms of Use and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any other use of the Website Content is strictly prohibited. All trademarks, service marks, logos and/or trade names appearing on the Website are the property of ACG or their respective owners. You may not copy or otherwise use any of these marks, logos or trade names without the prior written permission of the owner or as expressly allowed by these Terms of Use or the terms and conditions of your membership in ACG.

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 Website

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 the Website (collectively, the “User Content”). You may not post, transmit, or share User Content on the Website that you did not create or do not have permission to post. ACG may, but is not obligated to, review the Website and may delete or remove (without notice) any Website 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 Website 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 the Website: (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, malware, 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 Website, 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 Website. By posting User Content to any part of the Website, 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 Website 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 Website at any time. If you choose to remove your User Content, the license granted above will automatically expire; however, you acknowledge that ACG may retain archived copies of your User Content. ACG does not assert any ownership over your User Content; rather, as between us and you, subject to the rights granted to us in these Terms of Use, you retain full ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content.

Prohibited Conduct and Uses

In connection with the use of the Website 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 Website 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 Website;
- 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 Website;
- Restrict or inhibit any other registered User from using and enjoying the Website;
- Use the Website in any manner that could damage, disable, overburden or impair the Website; 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 Website, 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 Website 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 Website, 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 Website may contain, or you may be sent through the Website, 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 Websites, Applications or Content”). Such Third-Party Websites, 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 Websites, Applications or Content accessed through, available through or installed from the Website, including but not limited to the content, accuracy, offensiveness, privacy practices or other policies of or contained in the Third-Party Websites, Applications or Content. Inclusion of, linking to or permitting the use or installation of any Third-Party Websites, Applications or Content does not imply approval or endorsement thereof by ACG. If you decide to leave the Website and access, use or install any the

Third-Party Websites, 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 Third-Party Website to which you navigate from the Website or relating to any applications you use or install from the Third-Party Website. Further, the Website may offer a feature whereby Users can share with others or post to their own member profile, videos, articles, links to and other Third Party Websites, Applications or Content through the Website. You acknowledge and agree that your use of these services and all links, User Content or Third Party Websites, 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 Website any materials that violate another party's copyright or other intellectual property rights. When we receive proper notification of an alleged copyright infringement 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 Website 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 Websites, Applications or Content posted on or accessible from the Website 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 Website and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Website. ACG is not responsible for the conduct, whether online or offline, of any User of the Website. The Website 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 Website 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 Website 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 Website. 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 Website or any User Content or Third Party Websites, Software or Content posted on or through the Website or transmitted to Users, or any interactions between Users of the Website, 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 Website at any time without notice.

Termination

ACG may terminate your access to the Website, delete your profile and any User Content you have posted on the Website and/or prohibit you from using or accessing the Website 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 Website 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 WEBSITE 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 Website (including your visit to or use of the Website) 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 Website; (ii) use of the Website 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 Website; and (iv) any links that the User posts on the Website. 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 WEBSITE, ANY PROVISION OF THESE TERMS OF USE OR ANY VIOLATION OF ANY PROVISION OF THESE TERMS OF USE, REGARDLESS OF WHETHER ACG IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, THE AGGREGATE LIABILITY ANY ACG PARTIES ARISING WITH RESPECT TO THESE TERMS OF USE, THE WEBSITE WILL NOT EXCEED THE TOTAL AMOUNTS PAID BY ANY USER TO ACG AS HIS OR HER DUES AS AN ACG MEMBER DURING THE PREVIOUS TWELVE (12) MONTHS. YOU ACKNOWLEDGE THAT IF NO DUES HAVE BEEN PAID TO ACG, YOU WILL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND WILL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM ACG, REGARDLESS OF THE CAUSE OF ACTION.

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.