

# Terms & Conditions of Service

Updated: 1/7/2022

For use of these services, the parties agree as follows:

- 1. INTRODUCTION:** Thank you for utilizing iFolio LLC services. These terms and conditions of service apply to access and use of iFOLIO® platform and services as well as the Portfolio Vantage website and services. iFolio LLC reserves the right to change or modify any of these terms or conditions by providing notice that the site terms have been modified. By utilizing iFolio's websites or services, each User is agreeing to be bound by the terms and conditions of service.
- 2. DEFINITIONS:** Throughout this document we will use certain terms that are defined here:
  - "Agreement" refers to these Terms and Conditions of Service.
  - "iFolio," "we" and "us" refers to our company, iFolio LLC.
  - "iFOLIO®" or "iFOLIO" refers to the digital portfolio that our solution helps you build.
  - "User" and "you" refers to anyone who uses iFolio's website or services to prepare an iFOLIO profile or digital portfolio.
  - "Subscriber" refers to any organization that subscribes for services on the iFOLIO platform, or their affiliated Users.
- 3. ELIGIBILITY:** In order to use iFolio service(s) you must meet certain conditions including:
  - You must be the minimum age to enter into a contract, in the U.S. at least 18 years or be represented by a guardian/parent. If you represent a student that is under the age of 18, you must hereby agree that both you and that person shall be bound by this Agreement and be held jointly and severally liable for any breaches hereof. If you are under legal age, you may not use the iFOLIO Services.
- 4. LIMITED LICENSE:** By entering into a contract for service(s) with iFolio, User is granted a limited non-redistributable license for use of the website services.
- 5. COPYRIGHT:** All content that we have produced is covered by our copyright including content on our website, our digital portfolio templates and tools, in our code, in materials we provide, and our tips and examples. User agrees to treat all content, layouts, templates, insights, examples, analytics, code, pricing, and trademarks as confidential and proprietary information and shall not disclose to any third party. User agrees not to copy, display, distribute, reproduce, and of the information on our website without receiving our prior written permission.
- 6. TRADEMARKS:** The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on iFolio's website or in the iFOLIO product or on content available through the website are our registered and unregistered Trademarks and may not be used without express permission or in connection with products and/or services that are not related to, associated with, or sponsored by their rights holders or that are likely to cause customer confusion or in any manner that disparages or discredits their rights holders. "iFolio®" and "iFOLIO®" "Get the Digital Edge™" and our logo are trademarked. User agrees not to use these

Trademarks or our website look and feel anywhere else without iFolio's prior written consent. Additionally, User agrees not to use iFolio's trade dress, or copy the look and feel of our web platform or its design, without iFolio's prior written consent.

7. **PROHIBITED USE:** As a condition of using iFolio services User shall not:
  - (a) use iFolio's website or services to send pornographic material or content that is threatening, violent, hateful, or objectionable, determined at the discretion of iFolio;
  - (b) use iFolio's website or services in violation of any United States law, or laws of its states, or of foreign jurisdictions having authority over this agreement;
  - (c) infringe on anyone else's rights, including any action or content considered defamatory, disrespectful, or plagiarism;
  - (d) hack, phish, or in any way compromise the integrity of the iFolio service or website;
  - (e) use scraping tools or tools that collect or aggregate data; or
  - (f) attempt to redistribute or reverse engineer the iFolio website, service, or content therein. No part of any iFolio service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of iFolio, except for use of the subscribed services as contemplated in the applicable order form.
8. **RULES OF USE:** As a condition of using iFolio service(s) User represents and warrants that: (a) everything User posts is true to User's knowledge and User has all requisite authorization to post it; and (b) User has all necessary permission to use any images, likeness, or testimonial in User's iFOLIO profile. User understands that there is a "Start Over" button, which clears the content of an iFOLIO and allows the User to start over. If a User account is associated with an organization, meaning they provided User with a code to access the services, that organization may have access to view the User profile for the express reason of helping to find more college, sports, & career opportunities. Although subscribers have access to view User information, you do not have access or permission to share it. You must get permission from User to use their information or share their information.
9. **TERMINATION OF SERVICE:** iFolio may choose to revoke our permission for User's use of iFolio's website or services at any time. User agrees that if requested, you must immediately comply to eliminate or remove use of iFolio's website or any use of our intellectual property. User may decide to terminate use of iFolio's website or service(s) at any time and can do so through notification via: [info@ifoliocorp.com](mailto:info@ifoliocorp.com).
10. **SERVICE DISCLAIMERS: NO GUARANTEE:** iFolio has makes no guarantees regarding uptime or downtime; although it is our goal to never have an interruption of service (and we have architected the solution to try to achieve this) each User and Subscriber agrees and understands that iFolio may experience outages or downtime. You agree to hold us harmless from any consequences that may result from such. From time to time, we may need to perform routine maintenance. In such cases we plan to do this during non-peak hours. You agree to hold us harmless from any consequences that result from such maintenance. In no event will iFolio be liable for loss of service or unavailability caused by circumstances beyond its reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, internet service provider failure or delay, non-iFOLIO application error or failure, or denial of service attack.

11. **WARRANTIES & LIMITATION OF LIABILITY:** iFolio services and website are offered to Users “As Is” and with “All Faults”. iFolio makes no warranties regarding the fitness of our website and service and specifically denies any implied warranties. User agrees to release iFolio from any liability we may have to you or arising from this agreement or from use of our services, including but not limited to failure of our service, negligence, and any other tort. User agrees that iFolio is not liable for any damages, infringement, defamation, or tortious interference caused by third parties that may provide services through our website or services.
12. **INDEMNITY:** User agrees to indemnify and hold iFolio harmless for any claims pertaining to the service, use of website, or this agreement, that are brought by User or Third Parties in relation to User’s use of iFolio’s service or website and any breach of applicable law by User. If any such claims arise, User agrees User has a duty to defend iFolio, and we may require you to pay for an attorney(s) should such a claim arise pertaining to your use of iFolio’s service or website. User agrees that iFolio will not be liable for any losses related to actions of other Users or Subscribers.
13. **DATA PRIVACY:** No one is authorized to share your iFOLIO profile without your permission. The way you share your iFOLIO is through sharing your iFOLIO link – and you may choose to password protect this. Users who received the iFOLIO service through an organization understand that their profiles and aggregate data may be viewed by that organization.  
Each User is responsible for their own password.  
User is responsible for how their iFOLIO link is distributed. It is not up to iFolio to restrict such link.  
User is responsible if User shares this link and that person forwards it. It is up to each User to password protect or unpublish content if you believe the link may have been misappropriated or shared without your permission.  
Users expressly opts-in to using the iFOLIO service and tools and understands that iFolio collects information that helps us maintain the service and uptime. Subscribers are expressly prohibited from distributing User’s profiles without their express permission. iFolio is not responsible for anything a Subscriber may do with a User’s data.
14. **UPDATES TO TERMS & CONDITIONS OF SERVICE:** iFolio may update or amend the Terms and Conditions of Service from time to time and will notify users of these updates and require acceptance of the updated Terms of Service.
15. **LIQUIDATED DAMAGES:** You agree that if for any reason you choose to sue iFOLIO, the most money you will be able to recover is equal to the money you have paid.
16. **APPLICABLE LAW, WAIVER OF JURY TRIAL AND LIMITATIONS ON CLASS ACTIONS:** You agree that applicable federal law and the laws of the state of Georgia (without regard to principles of conflict of laws), will govern these terms and conditions of service and any dispute of any sort that might arise between User and iFolio. ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. USERS AND SUBSCRIBERS WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION RELATED TO IFOLIO’S SITES OR SERVICES.

If you have any questions about these Terms and Conditions of Service, please email us at: [info@ifoliocorp.com](mailto:info@ifoliocorp.com).

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