

# DISCOVERILLINOIS.NET

## USER AGREEMENT

### TERMS OF USE

updated and made effective September 29, 2016

#### 1. ACCEPTANCE OF TERMS

The services that Cari Rincker ("Cari Rincker") provides to you ("User") is subject to the following Terms of Use ("TOU"). The most current version of the TOU can be reviewed by clicking on the "Terms of Use" link located at the bottom of our web pages. This TOU is applicable to the use of [www.DiscoverIllinois.net](http://www.DiscoverIllinois.net), [www.DiscoverIllinois.info](http://www.DiscoverIllinois.info), [www.DiscoverIllinois.today](http://www.DiscoverIllinois.today), [www.DiscoverIllinois.us](http://www.DiscoverIllinois.us), and [www.LearnIllinois.com](http://www.LearnIllinois.com) (collectively "DiscoverIllinois.net") as well as any other website operated by Cari Rincker. By continuing to use DiscoverIllinois.net and all other services provided by Cari Rincker, you agree to comply with all of the terms and conditions hereof.

The pronouns "you" or "your" refer to you as a user of DiscoverIllinois.net. The pronouns "ours" "us" or "we" refer to Cari Rincker. The term "Providers" refers to our affiliates, partners and service providers.

#### 2. CHANGED TERMS

We reserve the right to change or discontinue any aspect or feature of DiscoverIllinois.net, including its availability and equipment needed to use it, at any time, for any reason and without notice. We may also revise this TOU at any time and such revision will be effective immediately upon posting of the revised TOU on DiscoverIllinois.net.

#### 3. EQUIPMENT

You are solely responsible for any equipment or service necessary to use DiscoverIllinois.net.

#### 4. CONDUCT

You can use DiscoverIllinois.net for lawful purposes only. You are not permitted to post or transmit through DiscoverIllinois.net any material that is unlawful, threatening, abusive, defamatory, violates the rights of others, protected by non-disclosure agreement, vulgar, obscene, profane, which or without our express prior written approval contains advertising or any solicitation. You cannot send unsolicited communication to any user of DiscoverIllinois.net, tamper with DiscoverIllinois.net, scrape or collect data from DiscoverIllinois.net or restrict any other user from using DiscoverIllinois.net. You will be solely liable for any and all damages and attorney fees resulting from your conduct.

#### 5. COPYRIGHT AND TRADEMARK NOTICE

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#### 6. USE OF SERVICES

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## **7. MEMBER ACCOUNT, PASSWORD, AND SECURITY**

If registration is needed, you must provide us with your current, complete and accurate information, as requested. You are entirely responsible for any and all activity in your account. It is your responsibility to keep your passwords and other account information confidential. The right to use DiscoverIllinois.net is personal to you and is not transferable to any other person or entity. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. Cari Rincker will not be liable for any loss that you may incur as a result of any use of your passwords or account, either with or without your knowledge.

## **8. FEEDBACK**

Cari Rincker does not consider or accept unsolicited proposals or ideas, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements. If you send us any unsolicited feedback, you acknowledge and agree that Cari Rincker will not be under any obligation of confidentiality with respect to the unsolicited feedback.

## **9. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

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## **10. PRIVACY POLICY**

Your ongoing use of DiscoverIllinois.net signifies your consent to our information practices as disclosed in our Privacy Policy which can be found by clicking on the Privacy Policy link located on DiscoverIllinois.net.

## **11. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Cari Rincker, its Providers and our and their respective directors, officers, employees, service providers and agents from and against all claims, damages and expenses, including attorneys' fees, arising out of your use of DiscoverIllinois.net.

## **12. LIMITED TIME TO BRING YOUR CLAIM**

YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO DISCOVERILLINOIS.NET OR ANY RELATED SITE OR TO THE SERVICES OFFERED BY CARI RINCKER MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **13. MISCELLANEOUS**

This Agreement and any use rules for DiscoverIllinois.net established by Cari Rincker constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties. This Agreement shall be construed in accordance with the laws of the State of Illinois without regard to its conflict of laws rules. Venue for any legal action shall be with the courts located in Champaign County. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect. Cari Rincker may assign this Agreement, in whole or in part, at any time with or without notice to User. User may not assign this Agreement, or assign, transfer or sub license User's rights, if any, in DiscoverIllinois.net or the Services.