

TERMS OF SERVICE

(Revised 06/01/2019)

Welcome to our site. These Terms of Service apply to www.myinfinitec.org (Website), a website, operated by UCP Seguin of Greater Chicago – Infinitec (Infinitec) We maintain this website as a service to our members. By using our site, you are agreeing to comply with and be bound by the following terms. Please review the following terms carefully. If you do not agree to these terms, you should not use this site.

1. **Acceptance of Agreement.**

You agree to the terms and conditions outlined in this Terms of Service Agreement ("Agreement") with respect to our Website. This Agreement, along with the attached Privacy Policy, constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Website, the content, products or services provided by or through the Website, and the subject matter of this Agreement. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on the Website, and you should review this Agreement prior to using the Website.

2. **Copyright.**

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Website are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Website, except as allowed by Section 4, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Website. The posting of information or materials on the Website does not constitute a waiver of any right in such information and materials.

3. **Service Marks.**

Products and names mentioned on the Website may be trademarks of their respective owners.

4. **Limited Right to Use.**

The viewing, printing or downloading of any content, graphic, form or document from the Website grants you only a limited, nonexclusive license for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any content, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use (but not for resale or redistribution).

5. **Editing, Deleting and Modification.**

We reserve the right in our sole discretion to edit or delete any documents, information, Online Classroom content or other content appearing on the Website.

6. **Indemnification.**

You agree to indemnify, defend and hold us and our partners, attorneys, staff, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Website.

7. **Nontransferable.**

Your right to use the Website is not transferable. Any password or right given to you to obtain information or documents is not transferable.

8. **Disclaimer and Limits.**

THE INFORMATION FROM OR THROUGH THE WEBSITE ARE PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS WEBSITE AND THE PRODUCTS, SERVICES, AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. WE DO NOT PROVIDE LEGAL ADVICE NOR ENTER INTO ANY ATTORNEY-CLIENT RELATIONSHIP.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING THE FORM OR DOCUMENT IS DISCLAIMED. WE WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM USE OF OR INABILITY TO USE OUR WEBSITE. OUR MAXIMUM LIABILITY TO YOU UNDER ALL CIRCUMSTANCES WILL BE EQUAL TO THE PURCHASE PRICE YOU PAY FOR ANY GOODS, SERVICES OR INFORMATION.

9. **Use of Information.**

We reserve the right, and you authorize us, to the use and assignment of all information regarding Website uses by you and all information provided by you in any manner consistent with our attached Privacy Policy. All remarks, suggestions, ideas, graphics, or other information communicated by you to us through the Website (collectively, the "Submission") will forever be the property of Infinitec. Infinitec will not be required to treat any Submission as confidential, and will not be liable for any ideas for its business (including without limitation, product, service or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Infinitec products, services or operations. Without limitation, Infinitec will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. Infinitec will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not Infinitec, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

10. **Third-Party Services.**

We may allow access to or advertise third-party product or service providers ("Merchants") from which you may purchase certain goods or services. You understand that we do not operate or

control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and Merchants. You agree that use of such Merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR WEBSITE.

11. **Third-Party Merchant Policies.**

All rules, policies (including privacy policies) and operating procedures of Merchants will apply to you while on such sites. We are not responsible for information provided by you to Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

12. **Privacy Policy.**

Our Privacy Policy, as it may change from time to time, is a part of this Agreement. And can be found immediately following these Terms of Service.

13. **Payments.**

You represent and warrant that if you are purchasing something from us or from Merchants that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

14. **Securities Laws.**

This Website may include statements concerning our operations, prospects, strategies, financial condition, future economic performance and demand for our products or services, as well as our intentions, plans and objectives (particularly with respect to product and service offerings), that are forward-looking statements. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond our control. When used on our Website, words like "anticipates," "expects," "believes," "estimates," "seeks," "plans," "intends," "will" and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements. The Website and the information contained herein does not constitute an offer or a solicitation of an offer for sale of any securities. None of the information contained herein is intended to be, and shall not be deemed to be, incorporated into any of our securities-related filings or documents.

15. **Links to Other Web Sites.**

The Website contains links to other websites. We are not responsible for the content, accuracy or opinions express in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website on our Website does not imply approval or endorsement of the linked website by us. If you decide to leave our Website and access these third-party sites, you do so at your own risk.

16. **Copyrights and Copyright Agents.**

We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

(a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Website;
- (d) Your address, telephone number, and email address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our Copyright Agent for Notice of claims of copyright infringement on the Website can be reached by directing an e-mail to the Copyright Agent sclements@ucpnet.org.

17. **Proposed Product and Service Offerings.**

All descriptions of proposed products and services are based on assumptions subject to change and you should not rely on the availability or functionality of products or services until they are actually offered through the Website.

18. **Information and Press Releases.**

The Website contains information and press releases about us. While this information was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

19. **Miscellaneous.**

This Agreement shall be treated as though it were executed and performed in Tinley Park, IL, and shall be governed by and construed in accordance with the laws of the State of Illinois, (without regard to conflict of law principles). Any cause of action by you with respect to the Website (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 7 and Section 9. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in Tinley Park, IL. You expressly submit to the exclusive jurisdiction of said courts and consents to extra-territorial service of process. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Website is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

Privacy Policy

(Revised 06/01/2019)

Protecting your private information is our priority. This Statement of Privacy applies to www.myinfinitec.org (Website), a website, operated by UCP Seguin of Greater Chicago – Infinitec (Infinitec) and governs data collection and usage. The Website offers online professional development and resources, including the ENGAGE Online Training Administration System (ENGAGE). By using the Website, you consent to the data practices described in this statement.

Collection of your Personal Information

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when interact with the Website. These may include: (a) registering for an account on our Website; (b) sending us an email message; (c) using ENGAGE. To wit, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through your use of an ENGAGE Discussion Forum or p, this information may be collected and used by others.

Sharing Information with Third Parties

Infinitec does not sell, rent or lease its customer lists to third parties.

Infinitec may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Infinitec, and they are required to maintain the confidentiality of your information.

Infinitec may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Infinitec or the Website; (b) protect and defend the rights or property of Infinitec; and/or (c) act under exigent circumstances to protect the personal safety of users of Infinitec, or the public.

Automatically Collected Information

Information about your computer hardware and software may be automatically collected by Google Analytics or other monitoring services and used by Infinitec. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Infinitec website.

Use of Cookies

The Infinitec website may use "cookies" to help you personalize your Website experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page on the Website. When you return to the Website, the information you previously provided can be retrieved, so you can easily use the Infinitec features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Infinitec services or websites you visit.

Links

This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our Website and to read the privacy statements of any other site that collects personally identifiable information.

Security of your Personal Information

Infinitec secures your personal information from unauthorized access, use, or disclosure. Infinitec uses the SSL Encryption Protocol for this purpose:

We strive to take appropriate security measures to protect against unauthorized access to or alteration of your personal information. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, you acknowledge that: (a) there are security and privacy limitations inherent to the Internet which are beyond our control; and (b) security, integrity, and privacy of any and all information and data exchanged between you and us through this Website cannot be guaranteed.

Children Under Thirteen

Infinitec does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

E-mail Communications

From time to time, Infinitec may contact you via email for the purpose of providing account verification, password reset, ENGAGE related emails, announcements, promotional offers, alerts, confirmations, training evaluations related to your receiving continuing education credit, and/or other general communication.

If you would like to stop receiving marketing or promotional communications via email from Infinitec, you may opt out by emailing your request to sclements@ucpnet.org or mailing it to Infinitec, 7550 W. 183rd Street, Tinley Park, IL 60477, Attention: Steve Clements. Please allow 30 days for your choice to be effective.

External Data Storage Sites

We may store your data on servers conforming to industry standard security and data protection standards, provided by third party hosting vendors with whom we have contracted.

Changes to this Statement

Infinitec reserves the right to change this Privacy Policy from time to time. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account, by placing a prominent notice on our Website, and/or by updating any privacy information on this page. Your continued use of the Site and/or Services available through this Site after such modifications will constitute your: (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and be bound by that Policy.

Contact Information

Infinitec welcomes your questions or comments regarding this Statement of Privacy. If you believe that Infinitec has not adhered to this Statement, please contact Infinitec at:

Infinitec
Attention S. Clements
7550 W 183rd Street
Tinley Park, Illinois 60477