

TERMS AND CONDITIONS OF USE AND LEGAL DISCLAIMERS

Welcome to www.ilcba.org (the “Site”), a web site provided on behalf of the Illinois Creditors Bar Association (the “ILCBA”).

1. The Terms and Conditions of Use and Legal Disclaimers include any posted guidelines or rules applicable to particular Content or Services (as defined below) and, as updated by the ILCBA from time to time, are collectively referred to as the “Terms and Conditions” and govern the use of the Site. You should carefully read the Terms and Conditions before using the Site.

2. By using the Site, you: (i) agree to be bound by the Terms and Conditions; (ii) represent and warrant that you are at least eighteen (18) years old; and, (iii) represent and warrant that you have the legal authority to accept the Terms and Conditions. The Terms and Conditions constitute a legally binding agreement. If you do not agree to the Terms and Conditions, you are not authorized to use the Site. In the event of a conflict between these Terms and Conditions and any posted guidelines or rules applicable to particular Content or Services, the posted guidelines or rules shall govern to the extent of any conflict.

3. The Site may provide certain content (including, without limitation, documents, photographs, advertisements, marketing materials, text, graphics, and images) and services that ILCBA may change or update from time to time (the “Content” and “Services”). The Content and Services offered on the Site are provided solely to enable users and members of the ILCBA (“Members”) to contact and network with other users and Members and for ILCBA to provide information on topics of interest.

The ability to transmit Content through the Site is provided to allow users and Members to use features of the site for the features’ intended purposes. The ability to post Content is provided to allow Members to share ideas and information of interest. The ILCBA cannot and does not monitor all of the Content posted or transmitted by users and Members. You are advised to use your best judgment when choosing to participate in any information-sharing activity.

4. THE CONTENT CONTAINED IN THIS WEB SITE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE LEGAL ADVICE. USE OF THIS WEB SITE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN THE USER AND THE ILCBA OR ANY MEMBER. THE USER SHOULD NOT ACT OR RELY ON THE INFORMATION IN THIS SITE WITHOUT OBTAINING APPROPRIATE LEGAL COUNSEL, AND SHOULD CONSULT WITH LEGAL COUNSEL REGARDING THE APPLICATION OF THE LAW TO THE FACTS OF PARTICULAR SITUATIONS.

5. Access to certain portions of this Site requires login and password information provided only to Members. The login and password (“login account”) are provided for the use of the individual Member only and are not transferable. If you have obtained a login account that belongs to another person, you are not authorized to use that login account and we request

that you notify the ILCBA of the improperly disclosed login account information. Misuse of a login account, including, but not limited to, unauthorized sharing of the login and password or unauthorized sharing of any information and/or documents obtained through use of the improperly-disclosed login account, may result, at the ILCBA's sole discretion, in cancellation of the Member's account and other remedies, and the ILCBA shall have no liability to the Member.

6. You are responsible for all Content that you upload, post, email, or otherwise transmit using the Site. Likewise, you are responsible for respecting the ILCBA's and third parties' rights with respect to Content that appears on the Site and not to download, email, or otherwise transmit such Content in violation of the ILCBA's and third parties' rights. You agree to use the Site solely to accommodate your own personal needs. You may not use or exploit any portion of the Site to provide any commercial services to third parties or offer any portion of the Site to any third party. You shall not use the Site or Services to:

- a. Upload, post, email, or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, or other intellectual property right, privacy right, or publicity right of any person or entity. By uploading, posting, emailing, or otherwise transmitting any Content, you represent and warrant that you have all rights to take such action with respect to the Content;
- b. Upload, post, email, or otherwise transmit any Content that is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, pornographic, sexually explicit, invasive of another's privacy, hateful, or racially, ethnically, or otherwise offensive;
- c. Misrepresent your identity or impersonate another person or entity, including without limitation, a representative of the ILCBA or its officers, directors, employees, or agents, falsely represent or misrepresent your affiliation with another person or entity, or forge headers or otherwise manipulate identifiers that would disguise the origin of any Content transmitted to or through the Site;
- d. Upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, including without limitation, initiation or perpetuation of any "Spam", "Junk Mail", chain letters, or any other potentially objectionable form of unsolicited communication;
- e. Collect or store personal data with respect to third parties except as contemplated by the Terms and Conditions and then only for the express purpose of providing lawful communication that may reasonably be anticipated by such third parties;
- f. Directly or indirectly, intentionally disrupt or interfere with the Site in any manner that may materially adversely affect the ILCBA or any third party;
- g. Upload, post, email, or otherwise transmit any material that contains software viruses or any other code, files, or programs designed or known to disable, interrupt, or limit the functionality of any computer hardware, computer software, or telecommunications equipment or facilities; or,
- h. Upload, post, email, or otherwise transmit without authorization any material that contains personal or private information concerning any third party person or entity, including without limitation, any phone numbers or addresses, credit/debit

cards, calling cards, account numbers, social security numbers, passwords, or other similar information.

7. This site has links to many other sites (“third-party sites”). A link to a third-party site does not imply that the ILCBA endorses or is associated with the third-party site, or that the third-party site endorses or is associated with the ILCBA. These links are provided for informational purposes only. The ILCBA does not control and is not responsible for the content, accuracy or completeness of third-party sites. You agree that all Content provided by third-party sites in connection with this Site is the responsibility of the person or entity providing such Content. You understand and acknowledge that the ILCBA assumes no responsibility to screen or review Content provided as part of the Site. The ILCBA shall have the right, but not the obligation, in its sole discretion to refuse, monitor, or remove any Content that is available on the Site. The ILCBA expressly disclaims all responsibility or liability to users and any other person or entity for the performance or nonperformance of the Content review.

8. The use of this Site is solely at your own risk. The Site is provided on an “as is” and “as available” basis. The ILCBA disclaims all warranties, express or implied, including without limitation warranties or merchantability and fitness for a particular purpose, and non-infringement. The ILCBA expressly disclaims any responsibility for the actions of any Member or other user that uses the Site. Some states do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. The ILCBA makes no warranty that the Site will meet your particular requirements, or will be uninterrupted, timely, secure, current, accurate, complete or error-free, or that the results that may be obtained by use of the Site will be accurate or reliable. You understand and acknowledge that your sole and exclusive remedy with respect to any defect or dissatisfaction with the Site is to cease to use the Site. You may have other rights which may vary from state-to-state or within national jurisdictions. The ILCBA expressly disclaims all liability related to any actions taken, or not taken, in reliance on this site or any third-party site accessed through this site. You expressly understand and agree that the ILCBA shall not be liable for any direct, indirect, incidental, special, consequential, economic, or punitive damages, including without limitation, damages for loss of profits, goodwill, use, data loss, or other loss (even if the ILCBA has been advised of the possibility of such damages) resulting from any matter relating to your use of the Site or any third-party site accessed through the Site.

9. You may not use the Site for any purpose or in any manner that violates any local, state, or federal law or regulation or the law or regulation of any foreign government. You may not post any information which would violate any copyright or other law, contractual or other rights, or the confidentiality of any attorney-client relationship.

10. You understand that the Site may provide the capability to upload, post, or transmit images (such as your photograph or other graphics) to third party users through the Site (collectively, “Images”). You authorize the ILCBA the right to copyright, license, publish, broadcast, display, reproduce, and distribute in any manner the Images. You understand that the Images may be altered, adapted, or modified in connection with such use, and that your Images may be used alone or in combination with a fictitious name. You understand that you will not receive any royalties or other reimbursement for permitting the ILCBA to use the Images. You

grant the ILCBA and other users the absolute right and permission to use, re-use, publish, and re-publish Images, with or without your name, or reproductions thereof or excerpts therefrom, made through any medium, and in any and all media now or hereafter known for any purpose whatsoever. You also consent to the use of any printed matter or other photograph or artwork of any kind without any restriction or limitation thereon, in conjunction therewith. You also understand that you will have no copyright or other rights with respect to the Images as they are used by the ILCBA or users. You hereby release, discharge, and agree to hold harmless the ILCBA and any users, from and against any and all claims and demands, including but not limited to, any claims for copyright infringement, defamation, invasion of privacy, or right of publicity, arising out of or in connection with any use of the Images.

11. You agree to defend, indemnify, and hold the ILCBA, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions, demands, liabilities, and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

12. Users, Members, and the ILCBA agree that this Agreement and the relationship between the users, Members, and the ILCBA will be governed by the laws of the State of Illinois, without respect to its conflict of laws provisions and that venue with respect to any dispute between the Users, Members, and the ILCBA will rest exclusively in the state or federal courts located in Chicago, Illinois.

13. The ILCBA may change the Terms and Conditions from time to time. If such a change is made, the ILCBA will post the revised Terms and Conditions on the Site. The ILCBA reserves the right to add to or change the Site or cease offering the Site (or any Content or Services on the Site) at any time and without liability. The ILCBA reserves the right to refuse to offer access to the Site to anyone at any time without notice.

14. The Terms and Conditions constitute the entire agreement between you and the ILCBA relating to the Site. There is no agency, partnership, joint venture, employee-employer, or attorney-client relationship between any user and the ILCBA arising solely through the use of the Site. The Terms and Conditions are binding upon your successors, assigns, heirs, and executors. If any provision of the Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms and Conditions, which shall remain in full force and effect. The failure of the ILCBA to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or condition. Any claim or cause of action arising out of or related to the Site or the Terms and Conditions must be filed within one year after such claim or cause of action arose. The section titles of the Terms and Conditions are merely for convenience and will not have any effect on the substantive meaning of this Agreement.

YOUR USE OF THE SITE INDICATES THAT YOU AGREE TO THE FOREGOING

TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, DO NOT USE THE SITE.