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Accounts, Passwords and Security

Certain features and/or services offered on or through the Site may require you to register (including setting up a Accoladi.com user account). You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. By using the Site, you agree to notify Accoladi.com immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Accoladi.com or any other user of or visitor to the Site due to someone else using your Accoladi.com password or account.

You may not use anyone else's Accoladi.com password or account at any time without the express permission and consent of the holder of that Accoladi.com password or account. Accoladi.com cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

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- Make no modifications to any such information, and
- Do not make any additional or supplementary representations or warranties relating to the content of the Site.

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The above disclaimer applies to any damages, liability or other perceived injuries caused by any kind of failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action, similar or otherwise. Note that Accoladi.com does not in any way guarantee a college or university scholarship and/or that a prospective college and/or university will make contact back with the user.

Accoladi.com reserves the right to do any of the following, at any time it deems appropriate, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason it deems appropriate; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Feedback and Information

Any feedback or communication you provide at this site shall be deemed to be non-confidential. Accoladi.com shall be free to use such information on an unrestricted basis.

Governing Law; Dispute Resolution

You agree that all matters relating to access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Tennessee without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Davidson County, Tennessee, and you waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event that any controversy or dispute between Accoladi.com and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed 30 days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Indemnity

You agree to indemnify and hold Accoladi.com, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Accoladi.com, Inc. by any third party due to or arising out of or in connection with your use of the Site.

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Limitation of Liability

Except where prohibited by law, in no event will Accoladi.com be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Accoladi.com has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Accoladi.com is found to be liable to you for any kind of damage or loss which arises from or is in any way connected with your use of the Site or any Content, in no event shall Accoladi.com's liability ever exceed the greater of:

- The total of any fees with respect to any service or feature of or on the Site paid in the three (3) months prior to the date of the initial claim made against Accoladi.com or
- \$250 US currency.

Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Miscellaneous

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Accoladi.com with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Accoladi.com with respect to such use are hereby superseded and canceled. Accoladi.com will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Accoladi.com's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Accoladi.com of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Accoladi.com and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

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Purchases; Terms and Conditions

Additional terms and conditions may apply to purchases of goods or services and to specific sections or features of the Site, including all contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this very reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of the required legal age to use or participate in said service or feature. If there is any conflict between these Terms of Use and the terms posted for, or applicable to, a specific portion of the Site or for any service offered on or through the Site, the latter terms shall have control with respect to your use of that portion of the Site or that specific service.

Accoladi.com may make changes to any services or any products offered on the Site, or to the applicable prices for any services or any products, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and Accoladi.com makes no commitment to update the materials on the Site with respect to the aforementioned products and services.

Accoladi.com's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

Each of these policies may be changed from time to time and are effective immediately upon posting such changes on the Site.

Submit a Scholarship

All information submitted to Accoladi.com is at the risk of the scholarship provider. Accoladi.com is not responsible for the accuracy of the information provided nor for any other aspect such as timeliness or response generated. All responses to a scholarship generated as a result of inclusion in the Accoladi.com database will be the sole responsibility of the provider of the scholarship. Accoladi.com reserves the right to do any of the following, at any time it deems appropriate, without notice: (1) to modify, suspend or terminate any scholarship listing or access to Accoladi.com, or any portion of Accoladi.com, for any reason it deems appropriate; (2) to modify, change or terminate any scholarship listing within the Accoladi.com scholarship database, along with any policies or terms applicable to said scholarship listing.

Use of the Site

You are not, under any circumstance, to use any "deep-link", "page-scrape", "robot", "spider" or any other such automatic device, program, algorithm or methodology, or any similar manual or automated process, to copy, access or monitor or otherwise acquire any portion of the Site or any Content therein, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content therein, to obtain or attempt to obtain any materials, documents or any other such information through any means not purposely made available through the Site. Accoladi.com reserves the right to bar any such activity.

You may not probe, scan or test the vulnerability of the Site or any network that is connected to the Site, nor may you breach the security or authentication measures that are in place on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of and/or visitor to the Site, or any other customer of Accoladi.com, including any Accoladi.com account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You may not attempt to gain unauthorized access to any portion nor any feature of the Site, nor may you attempt to view or access any other systems or networks connected to the Site nor may you attempt to gain access to any Accoladi.com server, nor to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

By using the Site, you agree that you will not take any action that imposes an unreasonable or disproportionately large load on the servers or any part of the infrastructure of the Site or Accoladi.com's systems or networks, or any other systems or networks connected to the Site or to Accoladi.com.

You agree not to use any device, routine or software to interfere or attempt to interfere with the proper and efficient working of the Site or any transaction being conducted on the Site, or with any person's use of the Site.

You may not use the Site or any Content therein for any purpose that is unlawful or in any way prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Accoladi.com or others.

You may not forge headers or otherwise disguise or manipulate identifiers in order to hide the origin of any message or transmittal you send to Accoladi.com on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

Violation of Terms of Use

Accoladi.com may disclose any information we have about you (including your identity) if we have determined that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Accoladi.com's rights or property, or the rights or property of visitors to or users of the Site, including Accoladi.com's customers. Accoladi.com reserves the right at all times to disclose any information that Accoladi.com deems necessary to comply with any applicable law, regulation, legal process or governmental request. Accoladi.com also may disclose your information if and when it has been determined that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Accoladi.com may preserve transmittal or communication by you with Accoladi.com through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Accoladi.com determines that such preservation or disclosure is reasonably necessary to:

- Comply with legal process
- Enforce these Terms of Use
- Respond to claims that any such data violates the rights of others, or
- Protect the rights, property or personal safety of Accoladi.com, Inc., its employees, users of or visitors to the Site, and the public.

If Accoladi.com takes any legal action against you as a result of your violation of these Terms of Use, Accoladi.com will be entitled to recover from you, and you will agree to pay all reasonable attorneys' fees and costs of any such action, in addition to any other relief granted to Accoladi.com. You agree that Accoladi.com will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

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