Indiana Afterschool Network Terms of Use

Last Revised: December 2, 2022

These Terms of Use (the "Terms") are entered into between you ("you," or "User") and Indiana Afterschool Network ("Indiana Afterschool Network," "Company," "we," "us," and "our"). These Terms govern your access to and use of the Indiana Afterschool Network services offered on the website located at https://www.indianaafterschool.org/ along with the My IAN platform (together, the "Platform"), including any content or functionality offered on or through the Platform. The Platform is published, owned, and operated by the Indiana Afterschool Network.

By accessing, browsing, submitting information to and/or using the Platform, you agree and acknowledge on your own behalf that you have read, understand, and agree to be bound by these Terms and to comply with all applicable laws including, without limitation, all federal, state, and local tax and tariff laws, regulations, and/or directives. **If you do not agree to these Terms, please do not use the Platform.**

1. Purpose of the Platform.

The Platform is provided solely for informational purposes and the purposes of enabling communication between you and the Indiana Afterschool Network. The information provided is intended to be general in nature and does not necessarily address all the terms, exclusions, and conditions applicable to our products and services.

We do not warrant the accuracy, completeness, or usefulness of this information at any particular time. Any reliance you place on such information is strictly at your own risk. Indiana Afterschool Network disclaims all liability and responsibility arising from any reliance placed on such content by you or any other visitor to our Platform, or by anyone who may be informed of any of its contents. Any information you provide or that is collected by the Indiana Afterschool Network through the Platform shall be handled in accordance with the Platform's Privacy Policy, which is hereby incorporated by reference.

2. Use of the Platform.

Indiana Afterschool Network grants you a non-exclusive right to access and use the Platform and the data, material, content, or information herein (collectively, the "Content") solely for your personal use. Your right to access and use the Platform shall be limited to non-commercial purposes unless you are otherwise expressly authorized by the Indiana Afterschool Network to use the Platform for commercial purposes. You agree to use the Platform only for lawful purposes, comply with all rules governing any transactions on and through the Platform, and comply with applicable laws.

3. **User Account Responsibility.**

If you are given or create a password to access the Platform, you are responsible for maintaining the confidentiality and security of your account, including all of your passwords. When creating an account, you agree to provide us with accurate and complete information and detail, as required, and to keep it up to date. You are responsible for all activities that occur under your account and you agree to notify the Indiana Afterschool Network immediately of any unauthorized use of your account. Indiana Afterschool Network is not responsible for any loss that you may incur as a result of any unauthorized person using your account or your password.

4. **Prohibited Uses.** You agree that you will not:

- Use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of them;
- Attempt to gain unauthorized access to any Platform account, computer systems or networks associated with the Indiana Afterschool Network or the Platform;
- Obtain or attempt to obtain any materials or information through the Platform by any means not intentionally made available or provided by the Indiana Afterschool Network;
- Use any robot, spider, or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack; or
- Impersonate or attempt to impersonate the Indiana Afterschool Network, an Indiana Afterschool Network employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

5. **Third-party Websites**.

The Platform may contain links to websites controlled or operated by persons and companies other than the Indiana Afterschool Network ("Linked Sites"). Linked Sites are not under the control of the Indiana Afterschool Network, and the Indiana Afterschool Network is not responsible for the contents of any Linked Site, including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. Indiana Afterschool Network is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harms resulting from your use of a Linked Site. Indiana Afterschool Network is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Indiana Afterschool Network of the site or any association with its operators. You are responsible for viewing

and abiding by the privacy policies and terms of use posted on the Linked Sites. You are solely responsible for any dealings with third parties who support the Indiana Afterschool Network or are identified in the Platform, including any delivery of and payment for goods and services.

6. Third-party Applications.

You acknowledge that your access and use of any third-party applications or software on our Platform and Content (the "Third-party Applications") is at your discretion and risk, and Indiana Afterschool Network has no liability to you arising from your use of the Third-party Applications. Indiana Afterschool Network hereby disclaims any representation, warranty, or guaranty regarding the Third-party Applications, whether expressed, implied or statutory, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and any representation, warranty, or guaranty regarding the availability, quality, reliability, features, appropriateness, accuracy, completeness, or legality of the Third-party Applications, and you agree to indemnify and hold the Indiana Afterschool Network harmless for any direct, indirect, punitive, incidental, special, or consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, arising out of or in any way connected with the use or performance of the Third-party Applications.

7. Intellectual Property Notices.

The Platform and Content are protected by copyrights, trademarks, or are subject to other proprietary rights. Accordingly, you are not permitted to use the Platform or Content in any manner, except as expressly permitted by the Indiana Afterschool Network in these Terms. The Platform or Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivatives without the express written consent of the Indiana Afterschool Network or applicable owner.

Copyright. You should assume that everything you see or read on the Indiana Afterschool Network's Platform is copyrighted unless otherwise noted and may not be used without the written permission of Indiana Afterschool Network. Indiana Afterschool Network neither warrants nor represents that your use of materials displayed on Indiana Afterschool Network's Platform will not infringe the rights of third parties. Content, images, photographs, or illustrations displayed on the Indiana Afterschool Network's Platform is either property of, or used with permission by, the Indiana Afterschool Network. The use of these materials by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms or specific permission provided elsewhere on the Indiana Afterschool Network's Platform. Any unauthorized use of any content, images, photographs, or illustrations may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Trademark. Nothing contained on the Indiana Afterschool Network's Platform should be construed as granting or conveying, by implication, or otherwise, any license or right to use any trademark displayed on the Indiana Afterschool Network's Platform without the written permission of the Indiana Afterschool Network or such third party that may own a trademark displayed on the Indiana Afterschool Network's Platform. Your misuse of the Indiana Afterschool Network's trademark(s) displayed on Indiana Afterschool Network's Platform, or any other Content on Indiana Afterschool Network's Platform, except as provided herein, is strictly prohibited.

Your Content. Any Content you create or own or to which you have a license and use on the Platform is Your Content. In sharing Your Content on the Platform, you warrant and represent you have the legal right to use Your Content and grant Indiana Afterschool Network an irrevocable, royalty-free, fully paid up, worldwide, non-exclusive license to use Your Content in providing any Platform services as described in these Terms and in any posted policies on the Platform. The Platform services may also provide you with features like photo thumbnails, previews, easy sorting, editing, sharing, creating templates, and searching. These and other features may require our Indiana Afterschool Network systems to access, store, and scan Your Content. You may also be able to share Your Content with others, so please think carefully about what you share.

You acknowledge and agree that you are solely responsible for complying with the applicable restrictions on use of all Content, copyrighted materials, and trademarks that you see, hear, and use on the Platform. You understand that any unauthorized use of such intellectual property would result in irreparable injury for which money damages would be inadequate. You further acknowledge that, in the event of any such unauthorized use, Indiana Afterschool Network or the applicable intellectual property owner will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use.

8. United States Only.

Indiana Afterschool Network is based in the state of Indiana in the United States. Indiana Afterschool Network provides this Platform for use only by persons located in the United States. We make no claims that the Platform or any of its contents are accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries.

9. Disclaimer.

EXCEPT AS MAY OTHERWISE BE EXPRESSLY PROVIDED IN THESE TERMS, ALL INFORMATION, CONTENT, OR SERVICES PROVIDED BY THE INDIANA AFTERSCHOOL NETWORK TO YOU VIA THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, ARE PROVIDED "AS IS" AND "WHERE IS" AND WITHOUT ANY WARRANTIES OF ANY KIND. INDIANA AFTERSCHOOL NETWORK AND ITS THIRD-PARTY LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, INDIANA AFTERSCHOOL NETWORK AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, QUALITY, SUITABILITY, COMPLETENESS, SEQUENCE, TIMELINESS, SECURITY OR AVAILABILITY OF THE WEBSITE OR ANY CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE WEBSITE. YOU SPECIFICALLY ACKNOWLEDGE THAT THE INDIANA AFTERSCHOOL NETWORK AND ITS THIRD-PARTY LICENSORS ARE NOT LIABLE FOR THE DEFAMATORY, OBSCENE OR UNLAWFUL CONDUCT OF OTHER THIRD PARTIES OR USERS OF THE WEBSITE AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. NEITHER THE INDIANA AFTERSCHOOL NETWORK NOR ANY OF ITS THIRD-PARTY LICENSORS REPRESENT, WARRANT OR COVENANT THAT THE WEBSITE WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE. INDIANA AFTERSCHOOL NETWORK FURTHER MAKES NO WARRANTY THAT THE WEBSITE WILL BE FREE OF VIRUSES, WORMS, OR TROJAN HORSES OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT INDIANA AFTERSCHOOL NETWORK, ITS AFFILIATES, AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICES, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, LINE FAILURES, OR OMISSIONS ASSOCIATED WITH THE WEBSITE OR YOUR USE THEREOF. YOUR SOLE REMEDY AGAINST THE INDIANA AFTERSCHOOL NETWORK FOR DISSATISFACTION WITH THE WEBSITE OR THE CONTENT IS TO CEASE YOUR USE OF THE WEBSITE AND/OR THE CONTENT. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, YOU AGREE THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.

10. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL THE INDIANA AFTERSCHOOL NETWORK OR ANY OF ITS THIRD-PARTY LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF INFORMATION OR PROGRAMS ON YOUR DATA HANDLING SYSTEM, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THE WEBSITE, OR THE DATA, CONTENT OR INFORMATION ACCESSED VIA THE WEBSITE OR ANY HYPERLINKED WEBSITE, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE WEBSITE, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND

REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF THE INDIANA AFTERSCHOOL NETWORK OR ITS THIRD-PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY ACCESSING THE WEBSITE SUBJECT TO THESE TERMS OF USE, YOU UNDERSTAND THAT YOU ARE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST MATERIALLY AFFECT HIS OR HER SETTLEMENT WITH THE DEBTOR.”

11. Indemnity.

You agree to defend, indemnify, and hold harmless the Indiana Afterschool Network and its affiliates, directors, officers, employees, and/or agents (collectively, “Indiana Afterschool Network Indemnitees”) from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) that may be incurred by any of the Indiana Afterschool Network Indemnitees arising out of or relating to Your Content, your violation of these Terms, your violation of any applicable laws, rules or regulations in connection with the Platform, or from any other misuse of the Platform. You agree that in the event any claim, allegation, suit, or similar proceeding is commenced by a third party against any of the Indiana Afterschool Network Indemnitees, that you will pay for the defense thereof, including reasonable attorneys’ fees and costs. Notwithstanding any of the foregoing, Indiana Afterschool Network reserves the right to assume the exclusive defense and control of any proceeding that relates to the Indiana Afterschool Network, the Platform, or any aspects thereof, whether or not subject to indemnification hereunder, and in such case you will cooperate fully with the Indiana Afterschool Network in our defense thereof.

12. Termination and Restriction of Access.

In its sole discretion, the Indiana Afterschool Network may terminate or suspend your access to the Platform for breach of these Terms. Indiana Afterschool Network shall not be liable for any losses or damages arising from any such termination of service.

13. Arbitration.

At its sole discretion, the Indiana Afterschool Network may require you to submit any disputes arising from use of the Platform, or breach of these Terms, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Indiana law. By using the Platform, you hereby consent to submission of any dispute to be final and binding arbitration.

14. Limitation on Time to File Claims.

Any cause of action or claim you may have arising out of or relating to these Terms or the Platform must be commenced within one year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

15. Governing Law & Jurisdiction.

These Terms are governed by the laws of the State of Indiana. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Indianapolis, Indiana in all disputes arising out of or relating to the use of the Platform.

16. Changes to these Terms of Use.

Indiana Afterschool Network may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by the Indiana Afterschool Network. The effective date of any Terms will be reflected in the "Last Revised" entry at the top of these Terms. Your continued use of the Platform after any such change is communicated shall constitute your consent to such change(s).

17. General.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Indiana Afterschool Network as a result of these Terms or use of the Platform. You may not assign these Terms without the prior written consent of the Indiana Afterschool Network in all instances. Indiana Afterschool Network may assign these Terms, in whole or in part, at any time. Indiana Afterschool Network's performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Indiana Afterschool Network's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Platform or information provided to or gathered by the Indiana Afterschool Network with respect to such use.

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, 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 these Terms shall continue in effect.

These Terms, including the Privacy Policy and all other documents expressly incorporated herein by reference, constitute the entire agreement between you and the Indiana Afterschool Network with respect to the Platform, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Indiana Afterschool Network. A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

18. Indiana Afterschool Network Contact Information.

Questions can be directed to the Indiana Afterschool Network at 303 N Alabama St, Suite 210, Indianapolis, IN 46204 or by phone at 317-822-8211.

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