



## **FATV TERMS OF USE**

Welcome to the Financial Aid TV (“FATV”) website (“Website”). FATV is a service of CareerAmerica, LLC. The purpose of this website is to describe the products and services offered by FATV. The terms and conditions set forth herein (the “Terms of Use”) constitute a legally binding agreement between FATV and you regarding the terms on which FATV offers you access to its Website.

### **Your Use of this Website is Governed by These Terms of Use**

Please take a few minutes to review the Terms of Use. By accessing and using this Website, you agree to be bound by each of the Terms of Use and all applicable laws and regulations governing the Website. If you do not agree with any of the Terms of Use, you are not authorized to access or use this Website for any purpose.

### **These Terms of Use May Change Without Prior Notice**

FATV reserves the right to modify these Terms of Use at any time without giving you prior notice. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Terms of Use as modified. For this reason, we encourage you to review these Terms of Use whenever you use this Website.

### **Notices of Restrictions on Your Use**

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### **Restrictions on Use**

The Website is available for your personal, non-commercial use.

### **Disclaimer of Warranties**

You expressly agree to assume total responsibility and risk for your use of the Website. FATV makes no express or implied warranties, representations or endorsements whatsoever with respect to the Website. FATV expressly disclaims all warranties of any kind, express, implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the Website. FATV shall not be liable for any loss or damage arising either directly or indirectly from any use of the Website.

### **Limitation of Liability**

If you are dissatisfied with the Website or any content on the Website, or with the Terms of Use, your sole and exclusive remedy is to discontinue using the Website. You acknowledge, by your use of the Website, that your use of the Website is at your sole risk. Because some states do not allow the



exclusion or limitation of liability for consequential or incidental damages, some of the above limitations may not apply to you. In such states, FATV's liability is limited and warranties are excluded to the greatest extent permitted by law.

### **Personal Information and Privacy Policy**

FATV may monitor, record, collect and use for any lawful purpose information generated through your use of the Website or the Service. The collected information is subject to our Privacy Policies.

### **User Conduct**

You agree not to take any action that interferes with the proper working of the Website; imposes an unreasonable or disproportionately large load on the Website's infrastructure; might compromise the security of the Website; render the Website or the Service inaccessible to others; or otherwise cause damage to the Website or any Content contained on the Website. You agree not to add to, subtract from, or otherwise modify the Content on the Website except as expressly authorized by FATV in these Terms of Use or by a written agreement between you and FATV.

### **General Provisions**

a. **Entire Agreement**

These Terms of Use 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 with respect to such subject matter. No waiver by FATV of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

b. **No Endorsements of Links**

Hypertext links to third party Websites or information do not constitute or imply an endorsement, sponsorship, or recommendation by FATV of the third party, the third-party Website, or the information contained therein. You acknowledge and agree that FATV is not responsible for the availability of any such Websites and that FATV does not endorse or warrant, and is not responsible or liable for any such Website, or the content on such Website, or the services offered by such Website. Under no circumstances will FATV be responsible for any loss or damage resulting from your use of any such Website or the services offered by such Website or any content posted on such Web site or transmitted from such Website. Any links to other sites are provided for convenience only. You need to make your own decisions regarding your interactions or communications with any other Website.

c. **Enforcement**

FATV will investigate and take appropriate legal action against anyone who violates any of the provisions of this agreement, including without limitation, barring violators from use of the Website and pursuing civil, criminal and/or injunctive redress. You agree that in a civil action, FATV may obtain full recovery of all damages it suffers and may also obtain punitive and consequential damages. If any part of these Terms of Use is determined to be invalid or unenforceable, it will not impact any other provision of these Terms of Use, all of which will remain in full force and effect. These Terms of Use are governed by, and will be interpreted in accordance with, the laws of the State of Colorado, without regard to any conflict of laws provisions. Although you acknowledge



that we will have the ability to enforce our rights in any court of competent jurisdiction, you hereby consent to the exclusive jurisdiction and venue of courts in Boulder County, Colorado, U.S.A., regarding any and all disputes relating to these Terms of Use or your use of the Website.

d. **Severability**

If any provision of these Terms of Use is found to be invalid or unenforceable, that provision will be enforceable to the maximum extent permissible, and the other provisions of the Terms of Use will remain in force.

e. **General Contact Information**

If you have any questions about these Terms of Use or your dealings with this Website, you may contact us by: sending an e-mail request to [info@financialaidtv.com](mailto:info@financialaidtv.com) or sending a letter via the U.S. Mail to:

*FATV*

*PO Box 7139*

*Boulder, CO 80306*