

Admissions Revolution Website and App Terms and Conditions

By accessing or using this website (the “Site”) of Admissions Revolution, LLC (“AR”), or any of our apps (the “App”), you hereby accept and agree to comply with these Terms and Conditions of Use. You acknowledge your understanding that these Terms and Conditions of Use constitute a binding agreement between you and AR (sometimes referred to as “we” or “us”) that governs your access and use of the Site or App, which includes any images, text, illustrations, designs, icons, photographs, programs, music clips, downloads, systems and methods of trading, video clips, graphics, user interfaces, visual interfaces, information, data, tools, products, written materials, services and other content (together, “Content”), including but not limited to the design, structure, selection, coordination, expression and arrangement of the Content available on or through the Site or App.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE SITE OR APP. EACH TIME YOU USE THE SITE OR APP, YOUR USE INDICATES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO ABIDE THESE TERMS AND CONDITIONS IN CURRENT FORM. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS STATED HEREIN, DO NOT USE THE SITE OR APP. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF USE, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE OR APP.

YOUR COMPLIANCE WITH THESE TERMS AND CONDITIONS OF USE AND ALL OTHER AGREEMENTS IS A CONDITION TO YOUR RIGHT TO ACCESS THE SITE OR APP. YOUR BREACH OF ANY PROVISION OF THESE TERMS AND CONDITIONS OF USE OR OTHER AGREEMENTS WILL AUTOMATICALLY, WITHOUT THE REQUIREMENT OF NOTICE OR OTHER ACTION, REVOKE AND TERMINATE YOUR RIGHT TO ACCESS THE SITE OR APP AND YOU WILL BE FULLY LIABLE FOR CONVERSION, MISAPPROPRIATION, TRESPASS TO CHATTELS AND ALL OTHER CLAIMS AND CAUSES, REGARDLESS OF THE IDENTITY OF CLAIMANT OR INJURED PARTY, ARISING FROM OR RELATING TO YOUR CONTINUED USE OF THE SITE OR APP AFTER SUCH BREACH.

Limited Right to Use:

AR grants you a limited right to use the Site or App. Your right to use the Site or App is subject to your agreement to abide by these Terms and Conditions of Use in their entirety, as well as any other rules, procedures, policies, terms or conditions that govern all or any portion of the Site or App. At any time and for any reason AR may revoke your right to use all or any portion of the Site or App.

Updates to the Site or App:

AR reserves the right to make changes to the Site or App and these Terms and Conditions of Use at any time without prior notice to you. For this reason, each time you use the Site or App, you should visit and review the then-current Terms and Conditions of Use that apply to your use of the Site or App.

Site or App Security:

You may not violate or attempt to violate the security of the Site or App. Tampering with any portion of the Site or App, providing untruthful or inaccurate information, misrepresenting your identity, or conducting fraudulent activities on the Site or App, whether or not through the use of agents, are prohibited and constitute a breach of these Terms and Conditions of Use.

You are prohibited from violating or attempting to violate the security of the Site or App, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) disabling, removing, defeating, or avoiding any security device or system, including, without limitation, any password and login functionality used to authenticate users; (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site or App, overloading, “flooding,” “spamming,” “mailbombing” or “crashing;” (e) sending unsolicited email, including promotions and/or advertising of products or services; (f) forging any TCP/IP packet header or any part of the header information in any email or posting; (g) using or attempting to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site or App other than the search engine and search agents available on the Site or App and other than generally available third party web browsers; (h) reverse engineering, decompiling or disassembling the underlying software; (i) removing any notices, warnings, labels, annotations or instructions from any portion of the Site or App or any related material, including, without limitation, any patent, trademark, copyright, or other proprietary notices or license provisions; or (j) otherwise invading the privacy of, obtaining the identity of, or obtaining any personal information about any user of the Site or App.

Any violations of system or network security including attempts to intentionally access a computer without authorization or exceed your authorized access level may result in civil and criminal charges, including but not limited to charges under the Computer Fraud and Abuse Act (18 U.S.C. §1030). AR may investigate occurrences that might involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. We may, without prior notice or warning of any kind, restrict or terminate the access of any and all users to the Site or App if we reasonably concludes that such restriction or termination is necessary to prevent, or prevent the further spread, of a virus, security breach or system malfunction.

Ownership of Materials on Site or App:

You may download or copy Content only to the extent such download is expressly permitted in writing on the Site or App. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Content, the Site or App or any related software.

Unless otherwise noted, all Contents are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by AR or by third parties who have licensed their materials to AR and are protected by U.S. and international copyright laws. The compilation of all Contents on the Site or App is the exclusive property of AR and is also protected by U.S. and international copyright laws.

Cookies:

We may collect certain aggregate and non-personal information when you visit the Site or App. We may collect this information through “cookie” technology. Cookies are bits of text that can be placed on your computer’s hard drive when you visit certain web Site or Apps. Cookies may enhance your online experience by saving your preferences while you are visiting a particular Site or App. The “help” portion of the toolbar on most browsers will tell you how to stop accepting new cookies, how to be notified when you receive a new cookie, and how to disable existing cookies. Remember, though, without cookies, you may not be able to take full advantage of all of the Site or App features.

No Offers or Reliance:

The information on this website or App is provided for informational purposes only. No Content or other material on the Site or App shall be used or considered as a guarantee that using the Site or App will result in a successful college admissions process. Your continued use of the Site or App is considered your continuing agreement that AR has not and cannot issue any promises or guarantees that you will obtain admission to any college or university.

No Warranty; Limitation on Liability:

BY USING THE SITE OR APP, YOU EXPRESSLY AGREE THAT SUCH USE IS AT YOUR SOLE RISK. THE SITE OR APP AND RELATED SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. NEITHER AR NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS, DESIGNERS, CONTRACTORS, DISTRIBUTORS, MERCHANTS, SPONSORS, LICENSORS OR THE LIKE (COLLECTIVELY, “ASSOCIATES”) WARRANT THAT USE OF THE SITE OR APP OR RELATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER AR NOR ITS ASSOCIATES WARRANT THE ACCURACY, INTEGRITY, COMPLETENESS, AVAILABILITY OR TIMELINESS OF THE CONTENT PROVIDED

IN THE SITE OR APP OR THE MATERIALS OR SERVICES OFFERED IN THE SITE OR APP NOW OR IN THE FUTURE. AR AND ITS ASSOCIATES SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE SITE OR APP, INFORMATION ON THE SITE OR APP OR THE RESULTS OBTAINED FROM USE OF THE SITE OR APP OR RELATED SERVICES.

UNDER NO CIRCUMSTANCES WILL AR OR ITS ASSOCIATES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, UNAUTHORIZED ACCESS, SYSTEMS FAILURE, COMMUNICATIONS LINE FAILURE, INTERNET FAILURE OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE SITE OR APP, CONTENT, INCONVENIENCE OR DELAY. THIS IS TRUE EVEN IF AR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

Any Content downloaded or otherwise obtained through the Site or App is done at your own discretion and risk and you are solely responsible for any damage to your computer or other electronic system or loss of data that results from the download of any such Content. The foregoing limitation of liability will apply in any action, whether in contract, tort or any other claim, even if an authorized representative of AR has been advised of or should have knowledge of the possibility of such damages.

Third Party Content and Linked Site or Apps:

References on this Site or App to any names, marks, products or services of third parties, or hypertext links to third party Site or Apps or information or Content provided by third parties, are provided solely as a convenience to you and do not in any way constitute or imply our endorsement, sponsorship or recommendation of the third party, its information, materials or services. We are not responsible for the practices or policies of such third parties, nor the Content of any third party Site or Apps, and do not make any representations regarding third party materials or services, or the Content or accuracy of any material on such third party Site or Apps. If you decide to link to any such third party Site or Apps, you do so entirely at your own risk.

Blogs and Social Networks:

Certain areas within the Site or App may allow you to participate in blog discussions and other forms of social networking. These blogs and social networks are accessible to other users, and any information posted in such areas can be read, collected, shared, or otherwise used by other users who access the Site or App. You are solely responsible for any information you choose to submit in these forums.

Warning Regarding Web Fraud and Phishing:

An unfortunate consequence of our reputation is the misuse of our name, brands and reputation by imposters and frauds publishing fake web Site or Apps and engaging in “phishing” scams seeking personal or confidential information.

When communicating with AR through digital media, please:

Confirm you are visiting an AR authorized website or app.

Do not share your password and login ID with anyone, including anyone from AR. Certain AR web sites are private, available only to clients through secure log-in procedures. Apart from allowing you to use your password and log-in to enter an authorized website or app, AR will never ask you for your password or log in information. (If you forget your password or login, we will issue you new ones.)

Do not communicate or deal with personnel who are not affiliated with an authorized office. All authorized office locations are listed on our contact page. No other office locations are authorized offices of AR.

Do not send e-mails to anyone with an address other than authorized AR e-mail addresses. AR only uses “@admissionsrevolution.com” for e-mail addresses. AR does not permit our employees and authorized representatives to send or receive work related e-mails from personal accounts or any other address.

If you have any questions about the above, please contact AR using our contact us page.

Termination of Use:

These Terms and Conditions of Use are effective unless and until terminated by either you or AR. You may terminate these Terms and Conditions of Use at any time, provided that you discontinue any further use of the Site or App. We also may terminate these Terms and Conditions of Use, in our sole discretion, at any time and may do so immediately without notice, and accordingly deny you access to the Site or App. Upon any termination of these Terms and Conditions of Use by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from the Site or App, as well as all copies of such materials, whether made under these Terms and Conditions of Use or otherwise.

Indemnification:

As a condition of your use of the Site or App, you agree to indemnify and hold AR and its Associates harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorney’s fees), as incurred, arising from your use of the Site or App or related services or from your violation of these Terms and Conditions of Use.

Representations and Warranties:

You represent and warrant that: (i) you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to these Terms and Conditions of Use; (ii) you have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of these Terms and Conditions of Use; and (iii) you will not delete any Content.

Effect on Other Agreements:

Nothing contained in these Terms and Conditions of Use is intended to modify or amend any other written agreement you may have with AR (including without limitation any customer agreement, participation agreement or account agreement) (“Other Agreements”) if any, that may currently be in effect. In the event of any inconsistency between these Terms and Conditions of Use and any Other Agreements, the Other Agreements will govern. Some pages within the Site or App contain supplemental terms and conditions and additional disclosure and disclaimers, which are in addition to these Terms and Conditions of Use. In the event of a conflict, the supplemental terms and conditions and additional disclosures and disclaimers will govern for those sections or pages.

Governing Law:

Headings used in these Terms and Conditions of Use are for reference purposes only and in no way define or limit the scope of the section. These Terms and Conditions of Use are governed by the laws of Pennsylvania (except for conflict of law provisions). Any claim related to any dispute arising as a result of the Site or App or under these Terms and Conditions of Use will be made before a court of competent jurisdiction located in Lancaster, Pennsylvania. If any provision of these Terms and Conditions of Use is held to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable. The failure of AR to act with respect to a breach of these Terms and Conditions of Use by you or others does not constitute a waiver and will not limit AR’s rights with respect to such breach or any subsequent breaches.

Arbitration:

By using the Site or App, you agree that AR, at its sole discretion, may require you to submit any disputes arising from the use of the Site or App, related services or these Terms and Conditions of Use concerning or, including disputes arising from or concerning their interpretation, violation, nullity, invalidity, non-performance or termination, as well as disputes about filling gaps in this contract or its adaptation to newly arisen circumstances, to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said rules. Notwithstanding these rules, however, such proceeding shall be governed by the laws of the state as set forth in the previous section.