

Terms of Use

Effective Date: January 31, 2025

This Terms of Use ("Agreement") describe the terms and conditions on which Chicago United for Equity, headquartered in Chicago ("CUE," "we," "us" or "our"), offers you access to [www.chicagounitedforequity.org] and any other websites or service under the control of CUE that link to or reference these Terms of Use (collectively, the "Services").

BY ACCESSING AND USING THE SERVICES, YOU AFFIRM THAT:

- YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;
- YOU WILL COMPLY WITH THIS AGREEMENT; AND
- YOU ARE AT LEAST THE AGE OF LEGAL MAJORITY IN YOUR PLACE OF RESIDENCE AND OTHERWISE LEGALLY COMPETENT TO ENTER INTO A LEGAL AGREEMENT

Before accessing and using the Services, please read this Agreement carefully. If you do not agree to any term of this Agreement, please do not use the Services.

Changes to Terms

The Effective Date of this Agreement is set forth at the top of this webpage. As we add new features, we may revise or supplement this Agreement. We will notify you of any changes to this Agreement by updating the Effective Date at the top of this page, and your use after such change signifies your acceptance of the Agreement, as amended. We will not make revisions that have a retroactive effect unless we are legally required to do so or to protect other users of the Services. As of the Effective Date, the amended Agreement supersedes all previous versions of our agreements, notices, or statements about this Agreement.

CUE Content

CUE retains full and complete title to all information and materials provided on or through or submitted to the Services, including any artwork, graphics, text, video and audio clips, trademarks, logos, and other content (collectively, "CUE Content"). CUE names, any logo, and other trademarks used in the Services are trademarks of CUE or its affiliates and may not be used in connection with the products or services of others in any manner that is likely to cause confusion. All other trademarks not owned by CUE that appear in the Services are the property of their respective owners.

If you agree to this Agreement, then you may download, print, and/or copy CUE Content solely for your own personal use.

Except for content that is in the public domain or unless CUE provides you with written authorization to do so, you may not:

- Incorporate any CUE Content into any other work (such as your own website) or use CUE Content in any public or commercial manner;

- Copy, modify, reproduce, adapt, reverse engineer, distribute, frame, republish, upload, display, post, transmit, transfer, license or sell CUE Content in any form or by any means;
- Change any of the notices about copyright, trademarks or other intellectual property rights that may be part of the CUE Content; or
- 'Deep link' to any of the Services (i.e., link to any page other than the home page of one of the Services).

EXCEPT FOR CUE CONTENT PROVIDED BY US OR OUR AGENTS, WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION ON THE SERVICE OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY THIRD PARTY.

Using the Services

Age of Eligibility: You must be the age of legal majority or older in your place of residence to use the Services.

Your Account: You are required to create an account to use certain features of the Services.

You agree that you will maintain your Account information to ensure that it is always current, complete, and accurate. If you provide untrue, incomplete, misleading, or inaccurate information, you understand that we have the right to terminate your account and use of the Services.

You agree to protect the security of your Account. You are responsible for all use of your Account, including your login credentials (i.e., username and password) and activation codes and passwords. CUE treats access to the Services through your account credentials as authorized by you. Any access, activity, or purchases made by an authorized business user account will be treated as authorized by the associated registered linked business account. Unauthorized access to password-protected or secure areas is prohibited and may lead to criminal prosecution. CUE may suspend your use of all or part of the Services without notice if we suspect or detect any breach of security. Please immediately notify CUE using the contact information provided below if you believe that the information you provided to us is no longer secure or if you need to deactivate your account or password.

Accessing the Services: You are responsible for the software, hardware, and Internet service needed to access and use the Services. If you access and use the Services on your smartphone, tablet, or other mobile device ("Mobile Device"), you are solely responsible for any and all data and other fees related to the use of the Services through your Mobile Device.

We do not guarantee the availability of the Services at all times of the day. CUE may, from time to time, perform upgrades, updates or otherwise make the Services unavailable. To the maximum extent authorized under applicable law, we reserve the right to change, remove, delete, restrict, block access to, or stop providing any or all of the Services at any time and without notice. CUE has no obligation to provide access to or support for the Services.

Restrictions on Your Use of Services: You may use the Services for lawful, non-commercial purposes only.

You agree that you will not (and you agree not to encourage or allow any third party to):

- Breach, test, circumvent (or attempt to breach, test or circumvent) any security, copy protection or rights management feature in the Services or otherwise attempt to gain unauthorized access to the Services, other users' Accounts, or CUE's computer systems or networks,
- Copy, modify, translate, adapt or otherwise create derivative works or improvements (whether or not patentable) of any part of the Services;
- Decompile, reverse engineer, disassemble or decode the Services or otherwise attempt to derive or gain access to the source code of any part of the Services (unless applicable laws specifically prohibit such restriction);
- Remove, alter or obscure any copyright, trademark or other intellectual property or proprietary notices contained in the Services;
- Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape or index any portion of the Services;
- Use the Services to advertise, buy or sell any products or services;
- Distribute, rent, sublicense, lease, lend, sell, resell, assign, transfer, transmit, stream, broadcast or otherwise make available or exploit any features or functionality of the Services, including through time-sharing, use of service bureau or by otherwise making the Services available on a network on which it is accessible by more than one device at any time;
- Reformat or frame any portion of the web pages that are part of the Services without CUE's written consent;
- Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services;
- Create an Account under fraudulent pretenses; or
- Collect or store Personal Data (as defined in the Privacy Policy) about any other user without his or her express prior written consent.

Submissions

CUE may, from time to time, offer areas in the Services where you and other users can share ideas, blueprints, designs, plans, or other information or materials (collectively, "Submissions"). You are the owner of and are responsible for your Submissions.

By submitting a Submission, you represent and warrant that:

- Your Submission is true and accurate;
- You own or otherwise control all of the rights to your Submission, including copyrights and trademarks, necessary to meet your obligations to CUE under this Agreement; and
- Your Submission does not violate the privacy, publicity, intellectual property or other rights of any other person or entity.

CUE TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY SUBMISSION, INCLUDING LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT IN SUBMISSIONS. UNDER NO CIRCUMSTANCES ARE YOU ENTITLED TO PAYMENT FOR YOUR SUBMISSIONS. ALL SUBMISSIONS ARE DEEMED NON-CONFIDENTIAL AND NON-PROPRIETARY.

Disclaimer of Warranties

CUE warrants that CUE has validly entered into this Agreement and has the legal power to do so. You warrant that you have validly entered into this Agreement and have the legal power to do so.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE CUE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. CUE specifically disclaims all warranties and conditions of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, freedom from defects, uninterrupted use and all warranties implied from any course of dealing or usage of trade. CUE does not warrant that (a) the Services will meet your requirements, (b) operation of the Services will be uninterrupted or virus- or error-free or (c) errors will be corrected. Any oral or written advice provided by CUE or its authorized agents does not and will not create any warranty. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, WHICH MEANS THAT SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK.

Limitation of Liability and Exclusion of Certain Damages

YOU FURTHER WAIVE AND AGREE NOT TO ASSERT AGAINST CUE OR ITS AFFILIATES ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF CUE KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN EACH CASE, ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICE OR TO THE CONDUCT OF YOU OR ANY OTHER REGISTERED USER IN CONNECTION WITH THE USE OF THE SERVICE. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM AGGREGATE LIABILITY OF CUE AND ITS AFFILIATES TO YOU WITH RESPECT TO YOUR USE OF THE SERVICES OR PURCHASES VIA THE SERVICES IS USD \$100 (ONE HUNDRED DOLLARS). NOTWITHSTANDING ANYTHING CONTRARY IN THIS AGREEMENT, YOUR SOLE REMEDY FOR DISSATISFACTION OF ANY SERVICES OR PURCHASES VIA THE SERVICES SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR SUCH SERVICES OR PURCHASES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM AGGREGATE LIABILITY OF CUE AND ITS AFFILIATES TO YOU WITH RESPECT TO YOUR USE OF THE SERVICES OR PURCHASES VIA THE SERVICES IS USD \$100 (ONE HUNDRED DOLLARS). NOTWITHSTANDING ANYTHING CONTRARY IN THIS AGREEMENT, YOUR SOLE REMEDY FOR DISSATISFACTION WITH ANY SERVICES OR PURCHASES VIA THE SERVICES SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR SUCH SERVICES OR PURCHASES.

The foregoing disclaimer of liability will not apply to the extent prohibited by applicable law in the jurisdiction of your place of residence. You acknowledge and agree that the above limitations of liability, together with the other provisions in this Agreement that limit liability, are essential terms and that CUE would not be willing to grant you the rights set forth in this Agreement but for your agreement to the above limitations of liability.

Disputes

Any dispute or claim relating in any way to your use of the Services will be adjudicated in the state or Federal courts in Cook County, Illinois, and you consent to exclusive jurisdiction and venue in these courts. We each waive any right to a jury trial.

Governing Law and Jurisdiction

By using the Services, you agree that applicable federal law, and the laws of the state of Illinois, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and CUE.

Notice to California Residents

BY USING THE SERVICES, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

If the Services are at any time deemed an electronic commercial service (as defined under California Civil Code Section 1789.3), California residents are entitled to the following specific consumer rights information:

The provider of the Services is:

Chicago United for Equity
Attention: Christina Córdova-Herrera
information@chicagounitedforequity.org

If the Services are deemed as electronic commercial service, you may file a complaint regarding the Services or receive further information regarding the use of the Services by sending a letter to the attention of the "Legal Department" at the above address.

International Use

We provide the Services for use only in the United States and by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Termination

You may terminate your Account at any time for any reason, effective upon written notice to CUE. CUE reserves the right immediately to suspend or terminate your access to the Services without notice if CUE believes you violated this Agreement.

Termination will not limit any of CUE's other rights or remedies. The sections titled CUE Content, Submissions, Disclaimer of Warranties, Limitation of Liability, Disputes, General Terms and any other provision that is intended to survive termination shall survive termination of this Agreement.

Links to Other Websites and Services

The Services contain links to other websites and services that we think may interest you, including social networking (collectively, "Linked Services"). Linked Services are not under the control of CUE and CUE is not responsible for Linked Services or for any information or materials on, or from any form of transmission received from any Linked Service. The inclusion of a link does not imply endorsement by CUE of the Linked Services or any association with the operators of the Linked Services. CUE does not investigate, verify or monitor the Linked Services. CUE provides links to Linked Services for your convenience only. You access Linked Services at your own risk.

General Terms

- This Agreement (i) is to the benefit of and will be binding upon CUE's and you and your successors and assigns, respectively, and (ii) may be assigned by CUE but you may not assign them without the prior express written consent of CUE.
- This Agreement, together with our Privacy Policy, contains the entire understanding by and between CUE and you with respect to the Services.
- If any provision of this Agreement is or becomes unenforceable or invalid, the remaining provisions will continue with the same effect as if such unenforceable or invalid provision had not been inserted herein.
- If CUE fails or you fail to perform any term of this Agreement, and you do not enforce the term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion.
- Nothing contained in this Agreement will be deemed to constitute CUE or you as the agent or representative of the other or as joint venturers or partners.
- If CUE is or you are prevented from performing or unable to perform any obligation under this Agreement due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such occurrence.
- The headings and captions contained herein are for convenience only.
- This Agreement and all related documentation will be drafted in English. While certain text in this Agreement may be made available in languages other than English (whether translated by a person or solely by computer software), the English language version controls.

Questions About the Services

All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to information@chicagounitedforequity.org.