

## Terms of Use for The Capstone Institute's Websites

The rules of conduct which govern your use of the Sites are intended to enhance the experience and protect the rights of all Sites visitors and registered users ("Users"). Those terms and conditions, including the terms under which the Sites collect, use and maintain certain information from the Sites visitors, are set forth below (the "Site Terms"). Those terms and conditions, including the terms under which the Sites collect, use and maintain certain information from the Sites visitors, are set forth below (the "Site Terms"). By viewing and using the Sites, you are agreeing to be legally bound by the Site Terms. So please read the Site Terms carefully.

If you are under the age of 18, you have certain additional rights with respect to the removal of Content which you may provide to the Sites. These rights are set forth in Section 5 below.

Please Note: The Site Terms may be modified at any time and from time to time so you should visit this page periodically to check for updates. The current version of these Site Terms can always be found under the Terms of Use button on the Sites. You can tell if there have been changes to the Site Terms by checking the "Last Updated" and "Effective" dates at the top of this page. Please also be aware that we may, in our sole discretion, terminate your access to the Sites at any time for any reason and without notice.

1. Access and Eligibility. The Sites are hosted by The Capstone Institute, Inc. ("The Capstone Institute") to support its community of students, prospective students, alumni, instructors, student and prospective student family members, current and prospective employers of The Capstone Institute students, educational partners, and other people interested in or contributing to The Capstone Institute's services and products. Although some of the Sites are open for viewing by the public, only registered Site Users may participate in activities hosted by the Sites. You may register as a Site User by completing the applicable registration form provided that you are over the age of 18 (or the age of legal majority in your state, if greater), or between the ages of 14 and 18 (or the age of legal majority in your state, if greater) and your parent or legal guardian provides written authorization for your registration and participation in Site activities. In addition, access to the Student Portal portion of the Sites is limited to The Capstone Institute students, alumni, educators, employees and a limited number of other third parties expressly authorized by The Capstone Institute.

2. Collection of User Information. There are three types of personal information we may collect from the Sites:

Personal Information: this is information that is identifiable to you, as an individual, which you may provide to the Sites if you register on the Sites and engage in any of the Sites' activities; and

Non-Personally Identifiable Information: this is information collected and stored automatically by many websites from visitors to their sites in order to track website usage and may include, for example, computer and server IP addresses, browser versions, referring websites, search terms used, pages most visited, duration and time of visit, and geographic location, but this information is not directly linked to you personally.

Personal Financial Information: this is information you provide if you are enrolling in The Capstone Institute educational program or if you are purchasing any other The Capstone Institute products or services;

In addition, The Capstone Institute collects and stores, through the Student Portal, additional information and materials personal to or provided by students enrolled in The Capstone Institute program, such as course assignment work, exams, academic records, confidential enrollment information, and student personal program-related communications with The Capstone Institute (“Student Records”).

The ways in which The Capstone Institute collects, uses and shares User information and Student Records are described in The Capstone Institute’s Privacy Policy which can be found at [www.thecapstoneinstitute.org/privacy-policy](http://www.thecapstoneinstitute.org/privacy-policy). The terms of The Capstone Institute’s Privacy Policy are incorporated by reference in, and are an enforceable part of, these Site Terms. By using the Sites, you are accepting The Capstone Institute Privacy Policy terms as part of the Site Terms.

3. Site Content. The Sites offers a broad range of content and activities, including instructional materials such as text-based, audio and video files and other interactive resources that are instructional in nature, information about The Capstone Institute’s educational offerings, academic discussion groups, blogs, chat rooms, and learning tips from educators and students. The term “Content” includes any type of content or material displayed on, posted to or otherwise communicated on, through or to any part of the Sites, whether in images, graphics, text, music or otherwise. Trademarks, service marks and logos (collectively “Trademarks”) are also considered to be Content. There are two sets of rules that govern the content on the Sites, whether that content is provided by The Capstone Institute, you or other Users (all such content, “Content”). The first set of rules tells you how you can use Site Content. The second set of rules tells you what kind of Content you are allowed to post on or contribute to the Sites. Any violation of the Content Usage Rules or the Content Posting Rules by a Site User may result in the User being barred from further access to the Sites. Any such violation by The Capstone Institute student may also result in disciplinary action, up to and including academic expulsion. Note: if you are under the age of 18, you have certain additional rights with respect to the removal of Content which you provide to the Sites. These rights are set forth in Section 5 below.

4. Content Usage Rules. The Content is protected by United States copyright and trademark law and by international copyright and trademark laws and treaties. You are allowed to view, print and/or download Content provided by The Capstone Institute or other Site Users only for your personal, non-commercial purposes. You are not authorized to copy, distribute, republish, retransmit, commercially exploit, or modify the Content unless the webpage expressly authorizes you to do so. Without limiting the foregoing, you are expressly prohibited from using Content to cheat on The Capstone Institute educational tests or assignments, to assist or facilitate cheating by others, or to compromise the integrity of The Capstone Institute educational programs and The Capstone Institute students’ educational experience in any way. Finally, Trademarks on the Sites are owned by The Capstone Institute or third parties and may not be used by you or any third party without the prior written consent of the trademark owner.

5. Content Posting Rules. In order to contribute Content on the Sites, whether through a posting to the Site or by participating in a Site’s activities or by communicating with or through the Sites, you must register as a Site User. Contributions of Content to the Sites and participation in activities on the Sites

are governed by a single principle: Respect for Others. This means that Content should be original, honest, respectful and offered in good faith. Without limiting the applicability of these more general guidelines, the following specific restrictions on Content also apply.

All Content you provide must be of your original authorship; you may post Content from other people but only if you clearly attribute the Content to its author.

You may not provide Content which is:

offensive, lewd, sexually explicit, pornographic,

libelous or defamatory;

harassing, bullying, threatening or abusive;

discriminatory, or promoting of hatred or violence;

in violation of state, local, federal or law or international treaties;

In violation of another person's intellectual property or privacy rights; or

misleading, deceptive, or fraudulent.

Content may not be commercial in nature or include offers of your own or third party products or services.

Content must be free of malware, viruses or any other code which could damage a Site's security or operations, interfere with the conduct of other Site Users, modify or destroy other Content on the Sites, or damage or destroy The Capstone Institute or third party hardware or software.

You may not misstate or misrepresent the origin of Content.

The Capstone Institute does not actively monitor or screen Content posted by Site Users and does not take responsibility for such Content. However, The Capstone Institute reserves the right to remove, in its discretion and without notice, any Content it believes violates the substance or spirit of the rules for Content set forth in this Section or which it otherwise believes is detrimental to a Site's community, Site Users, The Capstone Institute, or The Capstone Institute partners. The Capstone Institute may also remove Content for reasons of space, passage of time and similar considerations. Except as expressly provided in The Capstone Institute Privacy Policy, The Capstone Institute is not responsible for storing or returning Content you provide to the Sites.

Special Rule for Site Users under 18. If you are under the age of 18, you may at any time request The Capstone Institute to remove from the Sites any Content you provide to or post on the Sites by sending your request to [admin@thecapstoneinstitute.org](mailto:admin@thecapstoneinstitute.org). However, please understand that The Capstone Institute's removal of such Content may not be complete or comprehensive. Removal of Content may be limited to making Content no longer visible to the public or other Site Users. In addition, The Capstone Institute reserves the right not to remove Content you have provided if The Capstone Institute is required to maintain the Content pursuant to federal or state legal requirements, if the Content has been independently provided to the Site by a third party, if the Content is anonymized, or if you have been compensated for providing the Content to the Sites. Any Personal Information and Student

Records retained by The Capstone Institute will continue to be governed by the terms of The Capstone Institute's Privacy Policy.

6. Content is Not Confidential. Although you own the copyright to Content you contribute to the Sites, Content published on the Sites is not confidential and some of it can be viewed by members of the general public. Exceptions include personally identifiable information which may be provided by you in the registration process and Student Records. The rules regarding The Capstone Institute's use and storage of such personal and student information is set forth in in The Capstone Institute's Privacy Policy which can be found at [www.thecapstoneinstitute.org/privacy-policy](http://www.thecapstoneinstitute.org/privacy-policy). However, if you include personally identifiable information in materials you publish, post or transmit on or through the Sites (other than in Student Records), that personal information will be available to the public and is not covered by The Capstone Institute Privacy Policy. We therefore strongly encourage you not to include personally identifying information in your interactions in public forums made available through the Sites, such as in postings, in chat rooms, through the Sites' email, or in your User name. And of course, if you refer us to another prospective student, we will use the contact information you provide to follow up with that person.

7. Student Portal Access and Usage. The Student Portal provides Students enrolled in The Capstone Institute educational programs with access to program materials (including course material, project assignments and exams) as well as library and other academic resources. It also supports Students' performance of course assignments, exams and similar content. If you are a Student, your access to and use of the Student Portal must comply with The Capstone Institute Rules of Academic Integrity found in your Student Handbook. Students who violate the Rules of Academic Integrity, through cheating, plagiarism, submission of non-original work, harassment of other students, or other unethical or illegal activity will be subject to disciplinary action up to and including expulsion from their academic program. Certain violations of the Rules of Academic Integrity, including misuse of course or exam materials, cheating, and violations of copyright and trademark laws, may also result in civil or criminal liability. In addition, as with other Content on the Sites, all materials available on or through the Student Portal, including all of the trademarks on those materials, are protected by United States and international laws and treaties protecting copyright and trademarks, and are provided to you as part of the program(s) in which you have enrolled solely for your personal use in the associated program(s). You are not authorized to download, copy, use, share or transmit any program materials for any commercial purposes or for use on behalf of third parties.

8. Communications with Other Users. You can use the Sites to engage in personal communications with other Site Users who have agreed to accept such communications from you. The Capstone Institute does not monitor such personal communications between Users. However, The Capstone Institute reserves the right to access and review such communications for security, legal and other business purposes, including the enforcement of student enrollment terms and these Site Terms, and the protection of The Capstone Institute and its business partners, The Capstone Institute students, and other Site Users.

9. License Granted to The Capstone Institute. Except as expressly provided in this Section, you hereby grant The Capstone Institute the perpetual, unlimited and irrevocable right and license to post, publish, adapt, edit, disclose, share, license, use and dispose of any Content (exclusive of Student Records) you provide to the Sites, in whole or in part, on or through any form of media now known or which comes

into existence, for any purpose, without attribution or payment to you and without further authorization from you. You further hereby release The Capstone Institute and its successors, and their respective employees, representatives and contractors, from and against any and all claims, causes of actions, damages, expenses, or other liabilities you might have or incur arising out of The Capstone Institute's use and/or disposition of any such Content, in any form or adaptation, including any claim you might have under laws protecting intellectual property (including those protecting moral rights) and personal privacy. Nothing in this Section shall be construed to override or supersede any terms in The Capstone Institute's Privacy Policy which shall govern in the event of any inconsistency with the terms of this Section.

10. Prohibited Conduct. You may not and may not attempt to:

access the Sites' systems or infrastructure or devices of other Users ,

interfere with the operations or performance of the Sites,

destroy, interrupt or limit the functionality of any telecommunication equipment or computer hardware or software

introduce viruses or other malware into the Sites or devices of other Users,

use automated means (such as scripts, bots, spiders, crawlers, or scrapers) to view, copy, or procure Content from the Sites;

use Content, including personally identifiable information you obtain from other Site Users, for commercial, criminal or bad faith purposes,

use the Sites to publish or transmit promotional materials, spam, junk mail, chain letters, pyramid schemes, solicitations, or other messaging not consistent with the stated goals of the Site,

share your login credentials with any other person;

violate or attempt to violate the rights of any other person, including their privacy rights, publicity rights, or rights in intellectual property;

impersonate any person or entity or misrepresent your identity,

commit fraud with regard to the Sites or other Site Users,

engage in any illegal, tortious, malicious or patently offensive conduct, or

engage in any other conduct, including any contribution of Content, which The Capstone Institute, in its sole discretion, determines to be inappropriate or unacceptable.

Your violation of any of the above prohibitions may result in your civil and/or criminal prosecution. In addition, any violation of the above prohibitions will result in your being barred from further access to the Sites and, if you are a student, will result in disciplinary action up to and including academic expulsion.

11. User Account and Password Security. Access to and use of password-protected areas of the Sites (including the Student Portal) are restricted to registered Users only. You may not disclose your login

credentials to any third party and are solely responsible for (a) maintaining the confidentiality of your login credentials, and (b) any activity that occurs under or through your Site User name and password whether or not you have authorized such activity. If you believe the confidentiality of your login credentials has been compromised or violated, please notify The Capstone Institute immediately via email to [admin@thecapstoneinstitute.org](mailto:admin@thecapstoneinstitute.org) or telephone (1-888-585-7790) and we will deactivate your account as soon as commercially practicable and work with you to establish new, secure credentials. Remember, however, that you remain liable for any activity, authorized or unauthorized, that occurs under your login credentials until your account is deactivated.

12. Important Information on Third Party Links. From time to time a Site will provide links to third party websites. These Site Terms will not apply to your use of those sites even if you visit the site through a link on the Sites. You are encouraged to read the legal notices posted on such third party websites, including their Terms of Use and Privacy Policies. To be clear, The Capstone Institute has no responsibility or liability for your experience with, and the data collection and use practices of, such third party websites. All inquiries concerning the terms and policies of third party websites should be addressed to the third party hosting the respective website. In addition, by providing the link to a third party website, The Capstone Institute should not be understood to be endorsing that website, its content, or the products or services which may be offered by the third party(ies) associated with that website. Third party website content and operations and third party products and services are and remain solely the responsibility of such third parties.

#### 13. DISCLAIMER ON CONTENT.

THE CONTENT ON THE SITES IS PROVIDED "AS IS." THE CAPSTONE INSTITUTE MAKES EVERY REASONABLE EFFORT TO ENSURE THAT THE CONTENT ON THE SITES PROVIDED BY THE CAPSTONE INSTITUTE IS ACCURATE, NON-INFRINGEMENT AND CURRENT BUT DOES NOT WARRANT OR REPRESENT THAT SUCH CONTENT IS WITHOUT ERRORS, IS CURRENT OR IS NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CAPSTONE INSTITUTE EXPRESSLY DISCLAIMS ANY WARRANTIES OF COMPLETENESS, RELIABILITY, ACCURACY, USEFULNESS, NON-INFRINGEMENT, OR CURRENCY WITH RESPECT TO THE CONTENT IT PROVIDES TO THE SITES. YOU ALSO UNDERSTAND AND AGREE THAT THE CAPSTONE INSTITUTE BEARS NO RESPONSIBILITY FOR CONTENT PROVIDED TO THE SITES BY YOU, OTHER USERS AND THIRD PARTIES; TO THE FULLEST EXTENT PERMITTED, BY LAW, THE CAPSTONE INSTITUTE ALSO EXPRESSLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS THAT SUCH CONTENT IS CURRENT, ACCURATE, COMPLETE, ORIGINAL, RELIABLE, USEFUL, GENUINE, NON-INFRINGEMENT OR PROVIDED IN GOOD FAITH.

#### 14. DISCLAIMER ON SITE PERFORMANCE AND SERVICES.

THE CAPSTONE INSTITUTE DOES NOT WARRANT (A) THAT THE SITES AND SITE ACTIVITIES OR SERVICES WILL OPERATE WITHOUT INTERRUPTION OR ERROR-FREE, (B) THAT CONTENT (INCLUDING EMAIL CONTENT) WILL NOT BE LOST, CORRUPTED OR DESTROYED, (C) THAT THE SITES AND THE CONTENT AND/OR ACTIVITIES AND/OR SERVICES OFFERED ON THE SITES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, OR (D) THAT THE SITES WILL NOT BECOME INFECTED WITH VIRUSES OR MALWARE OR WILL NOT INADVERTENTLY TRANSMIT VIRUSES OR MALWARE TO YOUR COMPUTING DEVICES. IN ADDITION, THE CAPSTONE INSTITUTE RESERVES THE RIGHT TO DISCONTINUE OR SUSPEND OPERATION OF THE SITES OR ANY OF THEM, OR ANY SITE ACTIVITY OR WEBPAGE, IN WHOLE OR IN PART, AT ANY TIME, FOR ANY REASON, AND WITHOUT NOTICE TO YOU AND WITHOUT MAINTAINING COPIES OF YOUR

CONTENT OR ANY OTHER CONTENT. IF YOU ARE A STUDENT, THE CAPSTONE INSTITUTE WILL WORK WITH YOU TO ENSURE THAT ANY SUCH SUSPENSION OR DISCONTINUATION DOES NOT INTERFERE WITH YOUR COMPLETION OF YOUR ACADEMIC PROGRAM.

#### 15. LIMITATION ON LIABILITY.

IN NO EVENT SHALL THE CAPSTONE INSTITUTE BE LIABLE TO YOU, OR ANY ONE CLAIMING THROUGH YOU OR ON YOUR BEHALF, FOR LOSSES OR DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, IN EACH CASE TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITES, INCLUDING YOUR PARTICIPATION IN SITE ACTIVITIES OR YOUR USE OR POSTING OF SITE CONTENT, WHETHER OR NOT SUCH LOSSES OR DAMAGES WERE FORESEEABLE AND REGARDLESS OF WHETHER SUCH DAMAGES OR LOSSES ARISE UNDER LAW OR IN EQUITY, OR ARE BASED ON TORT, CONTRACT OR ANY OTHER LEGAL THEORY OR PRINCIPLE.

#### 16. INDEMNIFICATION.

YOU AGREE TO PROMPTLY AND FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS THE CAPSTONE INSTITUTE AND ITS AFFILIATES AND SUCCESSORS, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES AND AGENTS (THE FOREGOING, INDIVIDUALLY AND COLLECTIVELY, THE "THE CAPSTONE INSTITUTE PARTIES") FROM AND AGAINST ANY THIRD PARTY CLAIM, ACTION OR PROCEEDING, INCLUDING ALL COSTS AND EXPENSES (INCLUDING PROFESSIONAL FEES) WHICH ANY SUCH THE CAPSTONE INSTITUTE PARTIES MAY INCUR IN CONNECTION THEREWITH, AND INCLUDING ANY DAMAGES, COSTS, OR EXPENSES PAYABLE UNDER OR IN CONNECTION WITH ANY RELATED AWARD OR JUDGMENT, IN EACH CASE TO THE EXTENT SUCH CLAIM, ACTION OR PROCEEDING ARISES OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITES, YOUR PROVISION OF CONTENT TO THE SITES, ACTIVITIES ON THE SITES (INCLUDING THE POSTING OF CONTENT) WHICH OCCUR UNDER YOUR USER NAME OR PASSWORD, OR YOUR USE OF SITE CONTENT.

17. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of or related to your use of the Sites or any Content, or these Site Terms (including the Privacy Policy) must be filed within one (1) year after such claim or cause of action arose or be forever barred.

18. Remedies Non-Exclusive. None of the specific remedies for violations of the Site Terms set forth above are exclusive of any other remedy for such violations. Without limiting the foregoing, The Capstone Institute reserves all rights and remedies it may have with respect to any violation of these Site Terms, in law, under equity, or pursuant to contract, tort or other legal principle or theory.

19. Dispute Resolution. You agree that you will (a) promptly notify The Capstone Institute of any dispute or claim you may have against any of The Capstone Institute Parties arising out of or in connection with these Site Terms, your use of the Sites, your provision of Content to the Sites, or your use of Site Content, and (b) work with The Capstone Institute diligently and in good faith to resolve such claim or dispute on reasonable terms. To the extent that such dispute or claim cannot be resolved by such efforts, you voluntarily (a) agree that such dispute or claim shall be resolved solely and exclusively through courts of competent jurisdiction located in Florida or Illinois, (b) submit to the personal jurisdiction and exclusive venue of such courts and waive all objections to the same, including inconvenient forum, and (c) waive your right to a jury.

20. Copyright Protection. If you believe that any Content on a Site violates your or a third party's copyright, you should contact The Capstone Institute at [admin@thecapstoneinstitute.org](mailto:admin@thecapstoneinstitute.org). For your notice to be effective, it needs to include the following:

your electronic or physical signature;

sufficient information to identify the copyrighted work that you claim has been infringed;

a description of the infringing content and the location on the Sites of such infringing content;

your name, address, telephone number and/or email address so that we may contact you;

the following statement: "I have a good faith belief that use of the copyrighted material described above is not authorized by the copyright or trademark owner, its agent or the law"; and

the following statement: "I swear, under penalty of perjury, that the above information in this notification is accurate and that I am, or am authorized to act on behalf of, the owner of the exclusive right that is allegedly infringed."

If The Capstone Institute receives a valid counter notification complying with the provisions of Section 512(g) of the U.S. Copyright Act to the effect that the allegedly infringing Content was removed as a result of mistake or misidentification, the Content may be reinstated.

21. Construction of Site Terms. These Site Terms, including The Capstone Institute Privacy Policy ([www.thecapstoneinstitute.org/privacy-policy](http://www.thecapstoneinstitute.org/privacy-policy)), govern your use of the Sites and of Site Content and may not be modified, extended, limited, waived or terminated except with the written consent of The Capstone Institute. If any portion of these Site Terms is deemed void or unenforceable, then that provision shall be deemed severable from the Site Terms and the remaining terms shall remain in full force and effect. The word "including" shall be construed to mean "including but not limited to."

22. Modification to Site Terms. As stated above, The Capstone Institute reserves the right to modify the Site Terms at any time and will notify Users by posting such modified Site Terms on this webpage. Under certain circumstances, we may also elect to notify registered Users of changes or updates to our Site Terms by additional means, such as posting a notice on the front page of the Sites or by sending you an e-mail but you should not rely on receiving such additional notice.

QUESTIONS or CONCERNS? If you have any questions or concerns about these Site Terms or their application, or for general questions about the Site, please contact The Capstone Institute at [admin@thecapstoneinstitute.org](mailto:admin@thecapstoneinstitute.org).