

## EmployIndy Learning Hub and Resource Library

### Terms and Conditions of Service

Last Modified: February 15<sup>th</sup>, 2022

#### 1. Acceptance of the Terms and Conditions of Service

These Terms and Conditions of Service are entered into by and between You and Indianapolis Private Industry Council, Inc. doing business as EmployIndy (“Company”, “we” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Service”), govern Your access to and use of the <http://www.learning.employindy.org> and <http://www.library.employindy.org> websites as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Sites”) and the services that are provided or otherwise made available on the Sites (the “Services”).

Please read the Terms of Service carefully before You start to use the Services.

**THESE TERMS OF SERVICE CONTAIN AN ARBITRATION PROVISION IN SECTION 28. BY USING THE SERVICES OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS OF SERVICE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF SERVICE AND OUR PRIVACY NOTICE, FOUND ON THE SITES AND INCORPORATED HEREIN BY REFERENCE.**

**IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF SERVICE OR THE PRIVACY NOTICE, YOU MUST NOT ACCESS OR USE THE SERVICES. BY USING THE SERVICES OR BY AGREEING TO THESE TERMS OF SERVICE, YOU (1) AGREE ON BEHALF OF YOURSELF AND, IF ANY, THE BUSINESS ENTITY ON WHOSE BEHALF YOU ACCESS THE SERVICES, THAT YOU ARE AUTHORIZED TO ACCESS THE SERVICES, INCLUDING ON BEHALF OF SUCH BUSINESS ENTITY, AND (2) REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND YOURSELF AND SUCH BUSINESS ENTITY TO THESE TERMS OF SERVICE.**

#### 2. Changes to the Terms of Service

We may revise and update these Terms of Service from time to time in our sole discretion. Unless we state otherwise in our notice to You, all changes are effective immediately when we post them on our website and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set forth in Section 28 of these Terms of Service will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Sites or the Services.

Your continued use of the Sites or the Services following our posting of revised Terms of Service means that You accept and agree to the changes.

### 3. Your Privacy

All information we collect through the Sites and the Services is subject to our Privacy Notice found on the Sites. By using the Sites or the Services, You consent to all actions taken by us with respect to Your information in compliance with the Privacy Notice.

### 4. Registration

You must register for Your own account or must register as an authorized user in order to use the Services. It is a condition of Your use of the Services that all the information You provide on the Sites is correct, current, and complete. You agree that all information You provide to register with the Services or otherwise, including but not limited to through the use of any interactive features on the Sites, is governed by our Privacy Notice, and You consent to all actions we take with respect to Your information consistent with our Privacy Notice.

### 5. The Services

The Sites and Services are designed to provide accessible information and training opportunities for users focused on workforce development. Content is developed for users at different usage levels such as, but not limited to, organizational, client facing front line positions, and client. The information, training sessions, and materials have been cultivated to support an interconnected ecosystem of supporting organizations, and professional growth of individuals. Sites and Services are ever growing and evolving in response to the known and projected needs of the Marion County workforce community.

### 6. Accessing and Using the Services

We reserve the right to withdraw or amend the Services, and any content, information, or other materials we provide through or in connection with the Services (“Service Content”) in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services or Service Content is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Services or Service Content.

You must treat any username or associated password as confidential, and You must not disclose them to any other person or entity. You also acknowledge that Your account is personal to You and agree not to provide any other person with access to the Services or portions of it using Your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of Your user name or password or any other breach of security.

We have the right to disable any user name, password or other identifier, whether chosen by You or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, You have violated any provision of these Terms of Service.

We will maintain certain data that You transmit to the Sites for the purpose of managing the performance of the Sites, as well as data relating to Your use of the Sites. Although we perform regular routine backups of data, You are solely responsible for all data that You transmit or that relates to any activity You have undertaken using the Sites. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## 7. Use By Children

The Sites and Services are intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Sites and Services. If You are a minor, you must have your parent or guardian read and agree to these Terms of Service before using the Sites and Services.

## 8. Mobile Device Access and Text Messaging

By using the Services through a mobile application, if applicable, or by otherwise providing us with Your mobile phone number in connection with Your use of the Services, You agree that we may communicate with You regarding Company and other entities by SMS, MMS, text message or other electronic means to Your Mobile Device and that certain information about Your usage of the any Services app and our Services may be communicated to us. To the extent You access the Services through a Mobile Device, Your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain mobile services or applications may be prohibited or restricted by Your carrier, and not all mobile services or applications may work with all carriers or devices. In the event You change or deactivate Your mobile telephone number, You agree to promptly update Your Company account information.

## 9. Intellectual Property

The Services, Service Content, and all rights therein are owned by Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Subject to Your compliance with these Terms of Service, Company grants You a limited, revocable, non-exclusive and non-transferable license in the United States to access and use the Services, and Service Content solely for Your use. No right, title or interest in or to the Services or any Service Content is transferred to You, and all rights not expressly granted are reserved by Company and its licensors. Any use of the Services and/or Service Content not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark and other laws.

You must not:

- Modify the Services or any Service Content; or
- Delete or alter any copyright, trademark or other proprietary rights notices from the Services or any Service Content.

## 10. Trademarks

The Company name and the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of Company or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Services are the trademarks of their respective owners.

11. Fees and Payment; No Refunds

You may pay for the Services by credit card, where applicable. You represent and warrant to Company that any payment information You provide to Company is true and correct that You are authorized to use such payment account. You agree to promptly update Your account information with any changes that maybe necessary (for example, a change in Your billing address or credit card expiration date).

12. User Content.

You grant Company permission to access, process and otherwise use Your Content (as defined below) in order to provide the Services to You, to track and analyze Your use of the Services, and make Your Content available to other users of the Services and other third parties. To the extent that You have intellectual property rights in Your Content, You grant Company a world-wide, perpetual, non-exclusive, royalty-free, sublicensable, transferable license to use and prepare derivative works from Your Content for the fulfillment of the Services. As between the parties, You retain ownership of Your Content. (“Content” means text, images, photos, audio or video files, and other forms of data or communication. “Your Content” means content submitted or transmitted by You.) You represent and warrant that You own Your Content or have received a valid license to Your Content and that submitting or transmitting Your Content to or through the Services will not violate the rights of any third party, including intellectual property, privacy, or publicity rights. Company is under no obligation to review or screen Your Content or the content provided by other users.

13. User Conduct

You may use the Services and Service Content only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Services or Service Content:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services or Service Content, or which, as determined by us, may harm Company or users of the Services or expose them to liability.
- Use the Services in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party’s use of the Services, including their ability to engage in real time activities through the Services
- Use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any Service Content.
- Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Services.

- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the servers on which the Services or Service Content, are stored, or any server, computer or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

You understand and agree that Your use of the Services and/or Service Content while operating a motor vehicle (or during any other activity that requires Your attention) may be distracting, dangerous, or prohibited by law. You are solely responsible for Your exercising good judgment, acting in a safe and responsible manner, and obeying all laws and regulations at all times. You understand that failing to pay full attention in the operation of a vehicle or in other activities may cause an accident, damage, injury, death, or other serious consequences. You assume sole responsibility for Your use of the Services and Service Content.

#### 14. User Contributions

Company may, in its sole discretion, permit You from time to time to post, submit, publish, display or transmit (hereinafter, “submit”) to Company through the Services content or materials including, without limitation, feedback or ratings related to the Services (collectively, “User Contributions”).

Any User Contribution You submit will be considered non-confidential and non-proprietary. By providing any User Contribution on the Services, You grant us and our affiliates, business partners and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose, without further notice to or consent from You, and without payment to You or any person or entity.

You represent and warrant that:

- You either own or control all rights in and to the User Contributions or have the right to grant the license granted above to us and our affiliates, business partners, and service providers, and each of their and our respective licensees, successors and assigns;
- Your User Contributions will not contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable or otherwise violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations;
- Neither Your User Contributions nor use of Your User Contributions as contemplated herein will infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person or entity; and
- All of Your User Contributions do and will comply with these Terms of Service.

You understand and acknowledge that You are responsible for any User Contributions You submit or contribute, and You, not Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions submitted by You or any other user of the Services.

15. Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If You believe any materials accessible on or from our Services infringes Your copyright, You may request removal of those materials (or access to them) from the Services by submitting written notification to our Copyright Agent that is designated below. It is the policy of Company to terminate the accounts of repeat infringers.

In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work You believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works.
- Identification of the material You believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact You (including Your name, postal address, telephone number, and, if available, email address).
- A statement that You have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that You are authorized to act on behalf of the copyright owner.

If You fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, Your DMCA Notice may not be effective. Please be aware that if You knowingly materially misrepresent that material or activity on the Services is infringing Your copyright, You may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

DMCA Notices must be delivered to our designated Copyright Agent:

Ashley Downey  
adowney@employindy.org  
(317) 684-2218

16. Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Service, infringes any intellectual property right or other right of

any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Company.

- Disclose Your identity or other information about You to any third party who claims that material posted by You violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend Your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, BUSINESS PARTNERS, LICENSORS AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY AND ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Services and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

#### 17. Reliance on Information Posted

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance You place on such information is strictly at Your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services may include content provided by third parties, including materials provided by other users and third-party licensors. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to You or any third party, for the content or accuracy of any materials provided by any third parties.

#### 18. Changes to the Services

We may update the Services and/or the Service Content, from time to time, but the Service Content is not necessarily complete or up-to-date. Accordingly, any of the Service Content may be out of date at any given time, and we are under no obligation to update such material.

19. Other Terms and Conditions

Additional terms and conditions may also apply to specific portions, services or features of the Services. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Service.

20. Feedback/Idea Submission Policy

Other than those we have specifically requested (and to which specific additional terms apply), our policy is not to accept or consider feedback, ideas, or suggestions submitted by our users. We have adopted this policy in order to avoid confusion and misunderstandings in case that Your feedback, ideas, suggestions, or other materials are similar to ones that have developed (or may develop) independently. Therefore, we are not responsible for any feedback, ideas, suggestions, or materials submitted to us. If You still choose to send us feedback, ideas, suggestions, or other materials, You agree that we are free to use these feedback, ideas, suggestions, or other materials in any way that it may deem fit without any liability or payment of any kind to You.

21. Social Media Features

The Services may provide certain social media features that enable You to:

- Link from Your own or certain third-party websites to certain content on the Services.
- Send e-mails or other communications with certain content, or links to certain content, on the Services.
- Cause limited portions of content on the Services to be displayed or appear to be displayed on Your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. We may disable all or any social media features and any links at any time without notice in our discretion.

22. Third-Party Sites and Services

The Services may link to or may be accessed in connection with other sites, services, or resources that are provided by third parties. These links or the ability to access other sites, services, or resources from the Services are provided for Your convenience only. We have no control over the content of those sites, services, or resources and accept no responsibility for them or for any loss or damage that may arise from Your use of them. If You decide to access any of the third-party sites, services, or resources linked to or otherwise accessible from the Services, You do so entirely at Your own risk and subject to the terms and conditions of use and privacy policies for such sites.

23. Geographic Restrictions

The owner of the Sites and Services is based in the state of Indiana in the United States. We provide the Sites and Services for use only 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.

24. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES AND/OR SERVICE CONTENT, OR OTHER ITEMS OBTAINED THROUGH THE SERVICES.

YOUR USE OF THE SERVICES, ITS SERVICE CONTENT, AND ANY ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, SERVICE CONTENT, AND ANY ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES OR SERVICE CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THE SERVICE CONTENT, OR ANY ITEMS OBTAINED THROUGH THEM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES, SERVICE CONTENT, OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

25. Limitation on Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, BUSINESS PARTNERS, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS (COLLECTIVELY,

THE “COMPANY PARTIES”) BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITES, SERVICES, SERVICE CONTENT, OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL THE COMPANY PARTIES’ TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES EXCEED THE LESSER OF (1) THE AMOUNT YOU HAVE PAID TO COMPANY IN THE LAST TWELVE (12) MONTHS OR (2) ONE-HUNDRED DOLLARS (\$100 U.S.). YOU ACKNOWLEDGE THAT THE COMPANY WOULD NOT MAKE AVAILABLE THE SITES TO YOU WITHOUT THE PROVISIONS OF THIS SECTION 25.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### 26. Indemnification and Release

You agree to indemnify and hold harmless Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or relating to Your violation of these Terms of Service or Your use of the Services, including, but not limited to, Your User Contributions or the Service Content, other than as expressly authorized in these Terms of Service or Your use of any information obtained from the Services.

If You are a California resident, You waive 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 You are a resident of another jurisdiction, You waive any comparable statute or doctrine.

#### 27. Governing Law

All matters relating to the Services and these Terms of Service and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or the Services shall be instituted exclusively in the state or federal courts in Indianapolis, Indiana, although we retain the right to bring any suit, action or proceeding against You for breach of

these Terms of Service in Your state or country of residence. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

28. Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Service or the Services, 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.

29. No Class Actions

To the extent allowed by law, we waive any right to pursue disputes on a class-wide basis; that is, to either join a claim with the claims of any other person or entity or assert a claim in a representative capacity on behalf of anyone else in any lawsuit, arbitration, or other proceeding.

30. No Trial by Jury

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

31. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE AND/OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect. So, for example, if a provision in these terms is found to be unenforceable, we agree an arbitrator (or, if permitted, a court) shall only strike that provision and that the remaining terms of these Terms of Service shall remain in force.

32. No Assignment; Waiver and Severability

You may not assign these Terms of Service without Company's prior written consent and any purported assignment in violation of these Terms of Service shall be void.

No waiver of by Company of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

33. Entire Agreement

The Terms of Service (including our Privacy Notice and any other Additional Terms incorporated by reference) constitute the sole and entire agreement between You and Company with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services.

34. Notices to You

We may provide notice to You either by posting on the Site, sending a general notice to You through the Services, through Your account, notifying You by email, or by sending You notice through first-class or regular mail. Such notices shall be deemed to have been given (a) twenty-four (24) hours after such notice is posted on the Site, sent by email, or sent through our Services, or (b) forty-eight (48) hours after mailed (if sent by first class regular mail).

35. Notices to Us and Your Comments and Concerns

All legal notices to Company should be sent by certified or registered mail, return receipt requested, postage prepaid to the following address:

Attention: Tehea Harding, Legal  
101 W Washington St, Suite 1200  
Indianapolis, IN 46204

Such notice shall be effective upon receipt by us.

All other feedback, comments, requests for customer or technical support, and other communications relating to the Services should be directed to: Ashley Downey (adowney@employindy.org).