

# TERMS OF USE

In order to use TheFatEnvelope services, you must first accept the following agreements. Please read them carefully and accept these agreements as indicated below. If you choose not to accept the agreements at this time, you will be returned here when you attempt to use TheFatEnvelope services again.

## END USER AGREEMENT

THIS IS AN END USER AGREEMENT ("AGREEMENT") BETWEEN THEFATENVELOPE ORG ("THEFATENVELOPE") AND THE INDIVIDUAL USER ("USER") WHO INTENDS TO USE THEFATENVELOPE SERVICES.

THEFATENVELOPE IS WILLING TO PROVIDE SERVICE TO USER, ONLY ON THE CONDITION THAT USER ACCEPTS ALL TERMS IN THIS AGREEMENT. BY ACCEPTING THE TERMS AND CONDITIONS, USER ACKNOWLEDGES THAT USER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT. IF USER DOES NOT AGREE TO ANY OF THE TERMS CONTAINED BELOW, USER SHOULD CLICK ON THE "DECLINE" BUTTON BELOW TO DISCONTINUE THEFATENVELOPE SERVICES.

1. SERVICES. During the term of this Agreement, TheFatEnvelope agrees to provide service to User.
2. RESTRICTIONS. User acknowledges and agrees that the service provided by TheFatEnvelope is limited, non-exclusive, and non-transferable.
3. TERM; TERMINATION. The Agreement will terminate immediately without notice to User if User breaches any material term or condition of this Agreement. TheFatEnvelope reserves the right to modify any of its services and/or product offerings, or to terminate the Agreement at any time without notice to User. Upon termination, TheFatEnvelope's obligation to provide service to User shall cease.
4. CONTENT. User acknowledges and agrees that: (a) TheFatEnvelope services include information provided to TheFatEnvelope by its licensors or other third parties, and TheFatEnvelope does not assume and expressly disclaims any responsibility for the accuracy of such third-party content; (b) neither TheFatEnvelope, nor its licensors, are responsible for User negligence or otherwise; (c) User agrees to seek additional information on any product, service or information provided by TheFatEnvelope; (d) advice or suggestions provided by TheFatEnvelope services are not intended to be (nor should they be used as) a substitute for the exercise of professional judgment; (e) use of TheFatEnvelope services is not, in any way, a guarantee or implication of successful admission to Stanford University, or any other academic institution; and (f) all content and services provided by TheFatEnvelope are unaffiliated with Stanford University.

5. LIMITATION OF LIABILITY. NEITHER THEFATENVELOPE NOR ITS AFFILIATES, AGENTS OR LICENSORS SHALL BE LIABLE TO THE USER OR ANYONE ELSE UNDER ANY CLAIM, DEMAND OR ACTION ARISING OUT OF OR RELATING TO USER'S USE OF THEFATENVELOPE SERVICES, NOR THEFATENVELOPE'S PERFORMANCE OF (OR FAILURE TO PERFORM) ANY OBLIGATION UNDER THIS AGREEMENT, OR FOR ANY INACCURACY, DELAY, INTERRUPTION IN SERVICE, ERROR OR OMISSION IN THEFATENVELOPE, OR FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO LOST PROFITS OR BUSINESS INTERRUPTION, OR OTHER DAMAGES, EVEN IF THEFATENVELOPE, ITS AFFILIATES, AGENTS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES IS/ARE FORESEEABLE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The laws of some jurisdictions do not permit the disclaimer of liability for certain types of damages, so portions of the above may not apply to User.

6. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW THE USER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THEFATENVELOPE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS FROM AND AGAINST ALL CLAIMS, ACTIONS LIABILITIES, LOSSES, EXPENSES, DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ("CLAIMS") THAT MAY AT ANY TIME BE INCURRED BY ANY OF THEM BY REASON OF ANY CLAIMS, SUITS OR PROCEEDINGS ARISING FROM THE USER'S USE OF THEFATENVELOPE SERVICES BY ANY OTHER PARTY AUTHORIZED BY USER OR USING USER'S CREDENTIALS.

7. GOVERNING LANGUAGE AND LAW. The governing language of this Agreement is English. This Agreement and the legal relations between the parties arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California exclusively, as such laws apply to contracts between California residents performed entirely within California.

8. COMPLETE AGREEMENT. This Agreement is the complete and exclusive statement of the agreement between TheFatEnvelope and User which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of this Agreement.

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