## Eos Community Connections Portal

## TILC, Inc. Website & Eos Portal Terms of Use

PLEASE READ THE FOLLOWING TERMS CAREFULLY. THEY GOVERN YOUR ACCESS TO AND USE OF THE Eos COMMUNITY CONNECTIONS PORTAL (the “Portal”). By accessing or using the Portal, you agree to be bound by the following terms concerning your use of the Portal (“Terms of Use”). TILC Inc. (The Intentional Living Collective) may make changes to the content of the Portal, including these Terms of Use, at any time without notice to you. The revised Terms of Use will be effective when they are posted on the Portal. You are responsible for regularly reviewing these Terms of Use. Your continued use of the Portal following any changes will constitute your acceptance of such changes. If you do not agree to these Terms of Use, as revised from time to time, then you may not use the Portal.

## Use of this Portal

You may use the contents of the Portal only for the furtherance of your relationship with TILC and its Members. Registered Members must use the Portal in compliance with the terms of their TILC Membership Agreement, and non-Members are limited to the functionality made available to the general public. Members and non-Members may not copy, use, modify, distribute, transfer, download, upload, resell, or republish any of the contents of the Portal without the prior written authorization of TILC. You must use the Portal in compliance with all applicable laws and regulations. Users of the Portal may not upload to the Portal or to any account any harmful or malicious code or other content, nor may they use the Portal for any illegal purpose. Users may not access data on the Portal or in any account (1) by automated means, or (2) that they do not have permission to access.

## Copyrights and Other Intellectual Property

The platform (website and Portal) and other software infrastructure, as well as all content placed on the TILC website and Community Connections Portal by TILC or its business affiliates, are owned by and licensed to TILC by Intentional Legacies, LLC. Except for user content placed on the Portal by TILC members and except as expressly noted on the Portal or in your TILC Membership Agreement, all materials and information contained on the Portal, including but not limited to, all images, pictures, logos, illustrations, designs, photographs, video clips, text, icons, graphics, case studies, white papers, press releases, designs, overall appearance of the Portal, and written and other materials that appear on the Portal (collectively, referred to as “TILC content”) are copyrights, trademarks, trade dress or other intellectual property owned, controlled, or licensed by TILC or its affiliates or are the property of their respective owners that have been licensed to TILC and are protected by U.S. and international copyright laws and conventions. In all cases, however, TILC members will own all data and other content that they input into their accounts or that they post on the public portions of the Portal.

## Limitation of Liability

In no event will TILC be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, or damages for loss of data, incurred by you or any third party, whether under contract, tort or any other theory of liability, arising in connection with any party's use of the Portal or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, system failure, loss of data, or loss of use related to the Portal or any website operated by any third party or any contents of the Portal or any other website, even if TILC is aware of the possibility of such damages.

TILC provides the content and functionality of the Portal and all member accounts on an As-Is basis. TILC will make reasonable efforts to ensure the security of all Portal content whether owned by TILC or by Members, but it does not warrant that the Portal, including without limitation, any member account will be secure or error-free or that they will function without delays or imperfections. TILC makes no warranty regarding the effectiveness of services offered by TILC members to each other, including without limitation any advice or guidance provided by members of the Life Transition Ambassador program. TILC DISCLAIMS ALL WARRANTIES THAT MAY OTHERWISE BE APPLICABLE TO THE PORTAL OR TO ANY MEMBER ACCOUNT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

In all events, the liability of TILC for damages of any kind is limited to the amount paid by a Member to TILC for their current Membership. That limitation of damages is a material inducement to TILC to make the Portal available to members and other users on the terms provided. Absent such a limitation TILC would require materially different, more restrictive and less generous Terms of Use for the Portal.

## Indemnity

Each user of the Portal agrees to defend, indemnify and hold harmless TILC, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with its access to or use of the Portal or the breach by it of these Terms of Use.

## Passwords and Privacy

You are responsible for maintaining the confidentiality of any password(s) you are given or that you create to access the Portal, including any account you maintain on the Portal, and you are fully responsible for all activities that occur under your password(s). You agree to notify TILC immediately of any unauthorized use of your password(s). *Further, Members have the ability to determine who can access each piece of their profile content by setting Privacy levels/tiers appropriately and the Member assumes full responsibility for the management of those settings.*

## Links to Third Party Sites, Content, Products and Services

TILC may establish links between the Portal and one or more web sites operated by third parties. TILC has no control over any such other sites, the contents therein or the products/services offered. The existence of any such links does not constitute an endorsement, representation or warranty by TILC of such sites, the contents of such sites, the products or services of such sites or the operators of such sites. TILC disclaims responsibility for the privacy policies and customer information practices of third-party Internet sites linked to the Portal. If you choose to purchase or exchange any products or services from a third party, your relationship is directly with the third party. You agree that TILC is not responsible for: (a) the quality of third-party products or services; or (b) fulfilling any of the terms of your agreement with the third-party seller, including delivery of products or services and warranty obligations related to purchased products or services. You agree that TILC is not responsible for any loss or damage of any sort you may incur from dealing with any third-party.

## Termination of Use

If you are not a registered TILC member, you agree that TILC may, in its sole discretion, at any time terminate your access to the Portal and any account(s) you may have in connection with the Portal. Access to the Portal may be monitored by TILC. If you are a TILC member, TILC may terminate your access to the member areas of the Portal and/or your TILC member if you are in default under your TILC Membership Agreement.

## Applicable Law

All matters relating to your access to, and use of, the Portal shall be governed by U.S. federal law or the laws of the State of Michigan, without giving effect to its conflicts of laws principles. Any legal action or proceeding relating to your access to, or use of, the Portal shall only be instituted in a state or federal court in Washtenaw County, Michigan. You and TILC agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

Privacy Policy

TILC is committed to protecting consumer privacy online. By accepting this Terms of Use Agreement, you are also agreeing to the TILC Privacy Policy which can be accessed from the home screen on the Portal [here](https://eosportal.org/).

Disclaimer

TILC uses data security systems and protocols that are designed to protect personal identification data and the non-public contents of member accounts from disclosure to or access by unauthorized third parties. While TILC will takes reasonable efforts to secure the Portal and its contents, no data security system is perfect and TILC cannot guaranty that the data in its possession or that members post in their accounts or in the public areas of the Portal cannot be accessed by a determined intruder with good information technology skills. As a result, TILC disclaims liability to any user of the Portal, including without limitation, TILC members, for any direct or indirect damages that may result from the unauthorized access to or use by anyone of any content located on the Portal or in any member account, to the fullest extent permitted by law.

Use of Cookies

TILC uses cookies to help us provide better customer service and to enhance the user experience and deliver personalized content. Many improvements and updates to the Portal are based on the data collected through cookies, such as total number of visitors and pages viewed. A “cookie” is a small text file stored locally in the computer used to access your account, and contains information relating to your past use of the Portal. You have the ability to accept or decline cookies. However, if you choose to decline cookies, you may not be able to fully experience the interactive features of the Portal or services you visit.

Bulletin Boards, Forums, Chat Rooms and Blogs

Portions of the Portal allow you to post information which other visitors to the Portal will be able to access (such as on a "forum", or replies to a blog or during an interactive "chat" with other visitors). In the event that you choose to post information in this context, it becomes generally available to the public, and we have no ability to control or limit its use by visitors to our Portal. By posting content on the Portal you are providing TILC and its affiliates the right to use the information in connection with the operation of TILC’s business. Therefore, we encourage you not to post any information on the public areas of the Portal that you consider private or sensitive.

You represent and warrant that you have the right to post any information, graphics or other data that you transmit in any manner to any chat room, blogs, forum or similar domain (collectively “User Domains”) that is operated by or linked to the Portal. Further, for all postings you agree to hold yourself accountable to the TILC Code of Conduct as defined in the Membership Agreement and agree to submit to the curation process defined there. TILC makes no warranty regarding the accuracy of any information or data transmitted to the Portal by any person, including without limitation, representatives of TILC. You may use or rely on any such information at your risk.

You may use the Portal only on as As-Is basis. TILC disclaims all warranties regarding the Portal. You are responsible for all results that occur following your use of the Portal.

Privacy of Minors

TILC’s web Portal, software and services do not target, and are not structured to attract, persons under the age of 18. TILC does not collect any registration information from users who indicate they are under the age of 18. If TILC discovers personal data from a child under age 18, in any of its records, TILC will eliminate that data from the Portal and its records.

Security of Information

To protect the privacy of personal information provided by you, TILC employs industry-standard controls including physical access controls, Internet firewalls, intrusion detection, and network monitoring. Additionally, only authorized administrators and staff have access to systems containing personal identification information. We urge you to take every precaution to protect your personal data when you are on the Internet. Change your passwords often, use a combination of letters and numbers, and make sure you use a secure browser.

Dispute Resolution

Your TILC Membership Agreement contains a provision that details the process for dispute resolution. All disputes involving TILC members will be resolved through that process. Disputes between TILC and non-TILC members will be resolved by TILC management, whose decisions will be final and binding on the parties.

Policy Questions or Concerns

If there are questions or concerns about the policy above, please provide them via email at [contact@the-ilc.org](http://contact@the-ilc.org).