

# CSOL Website Terms

May 31, 2013

The Chicago Summer of Learning website ("CSOL Website") is provided by the City of Chicago ("City" or "we" or "us").

Your use of CSOL Website is subject to the terms and conditions of this Terms of Use as well as the related policies referred to in these Terms or the CSOL Website (we will refer to these collectively as the "Terms").

**Please read these Terms carefully before using this CSOL Website. If you do not agree to these Terms or any part thereof, your only remedy is to not use this CSOL Website.**

**Violation of any of the Terms below will result in the termination of your right to use the CSOL Website.**

## Eligibility

By using the CSOL Website, you agree that you are at least 18 years old, or, if you are under 18 years old, that are acting with the consent and supervision of your parent; and you have full power, capacity, and authority to accept these Terms on behalf of yourself, or if applicable, your child who is under 18 years old.

## Modifications to the Terms

We reserve the right to change these Terms at our sole discretion, and if we do make material changes, we will update this posting.

## Privacy

You will be required to provide information about yourself (such as identification or contact details) to us as part of your registration for and use of the CSOL Website. We will handle your information as we describe in the CSOL Website [\[Privacy Policy\]](#). [\[link\]](#)

## General Representation and Warranty

You represent and warrant that your use of the CSOL Website will be in accordance with these Terms, with any applicable laws and regulations, and with any other applicable policy or terms and conditions.

## Release and Indemnification

You release City, its officers, employees, agents and successors from claims, demands and damages of every kind or nature arising out of or related to any disputes with other users.

You agree to defend, indemnify and hold harmless City, its contractors and its licensors, and their respective directors, officers, employees and agents from and against any and all third party claims and expenses, including attorneys' fees, arising out of your use of the CSOL Website, including but not limited to out of your violation of any representation or warranty contained in these Terms.

## Disclaimer; Limitation of Liability

EXCEPT AS OTHERWISE EXPRESSLY STATED, INCLUDING BUT NOT LIMITED TO IN A LICENSE OR OTHER AGREEMENT GOVERNING THE USE OF SPECIFIC CONTENT, ALL CONTENT LOCATED AT OR AVAILABLE FROM THE CSOL WEBSITE IS PROVIDED "AS IS," AND CITY, ITS CONTRACTORS AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF

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EXCEPT AS OTHERWISE EXPRESSLY STATED, INCLUDING BUT NOT LIMITED TO IN A LICENSE OR OTHER AGREEMENT GOVERNING THE USE OF SPECIFIC CONTENT, IN NO EVENT WILL CITY, ITS CONTRACTORS OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF THE BASIS OR NATURE OF THE CLAIM, RESULTING FROM ANY USE OF THE CSOL WEBSITE, OR THE CONTENTS THEREOF OR OF ANY HYPERLINKED WEB SITE, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR OTHERWISE, EVEN IF CITY, ITS CONTRACTORS OR ITS LICENSORS WERE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **Governing Law**

These Terms shall be governed by the laws of the State of Illinois without regard to conflict of law principles. You agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Cook County, Chicago, Illinois, for the purpose of litigating any claims or disputes.

## **Miscellaneous**

You may not assign your rights or delegate its obligations under these Terms. These Terms are not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party. Our relationship is that of independent contractors: these Terms shall not be construed to create a joint venture or partnership between the parties. Neither party shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof.

These Terms supersede, and govern, any other prior or collateral agreements with respect to the subject matter hereof. If any provision of these Terms are held or made invalid or unenforceable for any reason, such invalidity shall not affect the remainder of these Terms, and the invalid or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable comes closest to the original intentions of the parties hereto and has like economic effect. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant contained in these Terms.