

## **TERMS OF USAGE**

### 1. DISCLAIMER

Contents of this site are intended for personal, non-commercial, educational and discussion purposes only and should not be relied upon for personal, medical, legal, or financial decisions. Any opinions expressed on this site are the opinions of the authors and not necessarily those of SCDTAA. SCDTAA makes no representations about the suitability, reliability, timeliness, appropriateness, or accuracy of the information contained on this site. SCDTAA will not be liable for damages of any kind arising from the use of this site, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.

Contents of this site contain facts, views, opinions, and recommendations of individuals and organizations. SCDTAA does not endorse these views, opinions or recommendations, or give legal advice. Always seek the advice and guidance of an attorney prior to making any legal decision.

### 2. DESCRIPTION OF SERVICE

The blog is a web service. You understand and agree that this service is provided to you on an as is and as available basis. SCDTAA disclaims all responsibility and liability for the availability, timeliness, security, or reliability of the service. SCDTAA also reserves the right to modify, suspend, or discontinue the service with or without notice at anytime and without any liability to you. SCDTAA reserves the right to refuse service to anyone at anytime without notice for any reason.

### 3. PROPER USE

You agree that you are responsible for your own use of the Site, for any posts that you make, and for any consequences thereof. You agree that you will use this Site in compliance with all applicable local, state, national, and international laws, rules, and regulations, including any laws regarding the transmission of technical data exported from your country of residence and all United States export control laws.

You agree to abide by the blog content policy and the rules and restrictions therein. Although we may attempt to notify you when major changes are made to the blog content policy, you should periodically review the most up-to-date version. SCDTAA may, in its sole discretion, modify or revise the blog content policy at any time, and you agree to be bound by such modifications or revisions.

Violation of any of the foregoing, including the blogger content policy, may result in immediate termination of this agreement, and may subject you to state and federal penalties and other legal consequences. SCDTAA reserves the right, but has no obligation to investigate your use of the Site in order to (a) determine whether a violation of the agreement has occurred, or (b) comply with any applicable law, regulation from legal process or governmental request.

Much of the content of the blog is provided by and is the responsibility of the person or people who made such postings. SCDTAA takes no responsibility for blog content. Instead, SCDTAA merely provides access to such content as a service to you.

By their very nature, blogs may carry inaccurate material. We expect that you will use caution, common sense and will exercise proper judgment when using the blogs.

SCDTAA does not endorse, support, represent, or guarantee the truthfulness, accuracy, or reliability of any communications posted by the service or endorse any opinions expressed by the service. You acknowledge that reliance on material posted by the service will be at your own risk.

#### 4. PRIVACY

As a condition of using the Site, you agree that SCDTAA may access or disclose your personal information, including the content of your communications, if SCDTAA is required to do so in order to comply with any valid legal process or governmental request (such as a search warrant, subpoena, statute, or court order), or as otherwise provided in these terms of service and the general SCDTAA privacy policy. Personal information collected by SCDTAA may be stored and processed in the United States or any other country in which SCDTAA or its agents maintain facilities. By using this Site, you consent to any such transfer of information outside of your country.

#### 5. GENERAL PRACTICES REGARDING USE AND STORAGE

You agree that SCDTAA has no responsibility or liability for the deletion of, or the failure to store or transmit, any content and other communications maintained by the Site. SCDTAA retains the right to create limits on use and storage at our sole discretion at any time with or without notice.

#### 6. CONTENT OF THE SITE

SCDTAA takes no responsibility for third-party content (including, without limitation, any viruses or disabling features), nor does SCDTAA have any obligation to monitor such third-party content. While SCDTAA uses reasonable efforts to include accurate and up-to-date information on the Site, SCDTAA makes no warranties or representations as to its accuracy, timeliness, or completeness. SCDTAA assumes no liability or responsibility for any errors or omissions in the content on the Site.

SCDTAA reserves the right, at all times, to remove or refuse to distribute any content on the Site, such as content which violates the terms of this agreement. SCDTAA also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to: (a) satisfy any applicable law, regulation, legal process, or governmental request, (b) enforce this agreement, including investigation of potential violations hereof, (c) detect, prevent or otherwise address fraud, security, or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of SCDTAA, its users and public. SCDTAA will not be

responsible or liable for the exercise or non-exercise of its rights under this agreement.

SCDTAA has not reviewed all of the sites linked to the Site and is not responsible for the contents of any off-site pages or any other sites linked to the Site. Your following of any links to any other off-site pages or other sites is at your own risk.

#### 7. NO RESELL OF THE SITE.

You should assume that everything you see or read on the Site is copyrighted, unless otherwise noted, and may not be used without the written permission of SCDTAA, (or other legal owners) except as provided in these Terms of Usage or in the text on the Site. SCDTAA neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with SCDTAA. Unless expressly authorized in writing by SCDTAA, you agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes (a) any portion of this Site, (b) use of this Site, or (c) access to the Site.

#### 8. REPRESENTATIONS AND WARRANTIES

You represent and warrant that (a) all the information provided by you to SCDTAA to participate on the Site is correct and current, (b) and you have all necessary right, power, and authority to enter into this agreement and to perform the acts required of you hereunder.

Your use and browsing of the Site is at your risk. Neither SCDTAA nor any party involved in creating, producing, or delivering the Site or any of the material or information contained in the Site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, the Site. Without limiting the foregoing, everything on the Site is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties. SCDTAA also assumes no responsibility for and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the Site.

#### 9. TERMINATION; SUSPENSION

SCDTAA may, in its sole discretion, at any time, and for any reason, terminate the Site or this agreement.

#### 10. INDEMNIFICATION

You agree to hold harmless and indemnify SCDTAA, and its subsidiaries, affiliates, officers, agents, and employees from and against any third-party claim rising from or in any way related to your use of the service, including any liability or expense arising from all claims, losses,

damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees, of every kind and nature. In such a case, SCDTAA will provide you with written notice of such claim, suit or action.

#### 11. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between you and SCDTAA and governs your use of the service, superseding any prior agreements between you and SCDTAA. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other SCDTAA services, affiliated services, or third-party content.

#### 12. WAIVER AND SEVERABILITY OF TERMS

The failure of SCDTAA to exercise or enforce any right or provision of the terms of service shall not constitute such a waiver of such right or provision. If any provision of the terms of service is found by court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms of service remain in full force and effect.

#### 13. STATUTE OF LIMITATIONS

You agree that regardless of any statute of law to the contrary, any claim or cause of action rising out of or related to use of SCDTAA services or the terms of service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### 14. CHOICE OF LAW; JURISDICTION; FORUM

These terms of service will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict of laws, provisions or your actual state or country of residence. Any claims, legal proceeding, or litigation arising in connection with the service will be brought solely in Chicago, Illinois, and you consent to the jurisdiction of such courts.

### **BLOGGER CONTENT POLICY**

The blog is a free service for communication, self expression, and freedom of speech. There are some boundaries on the type of content which can be hosted with this blog. Please respect these guidelines. From time to time, we may change our content policies so please review the most up-to-date version.

Although SCDTAA may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards, and the like on the Site, SCDTAA is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations or for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy in any information contained within such locations on the Site. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage

conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. SCDTAA will fully cooperate with any law enforcement authorities or court order requesting or directing SCDTAA to disclose the identity of anyone posting any such information or materials.

## 1. PORNOGRAPHY AND OBSCENITY

**Pornography and Obscenity:** Image and video content that contains nudity, sexually graphic material, or material that is otherwise deemed explicit by SCDTAA should be made private. Otherwise, we may put such content behind an interstitial.

**Pedophilia, Incest and Bestiality:** Users may not publish written, image or video content that promotes pedophilia, incest and bestiality.

**Commercial Pornography:** We do not allow content that exists for the primary purpose of monetizing porn content or driving traffic to a monetized pornography site.

**Child Pornography:** SCDTAA has a zero-tolerance policy against child pornography, and we will terminate and report to the appropriate authorities any user who publishes or distributes child pornography.

## 2. HATEFUL CONTENT

Users may not publish material that promotes hate toward groups based on race or ethnic origin, religion, disability, gender, age, veteran status, and sexual orientation/gender identity.

## 3. VIOLENT CONTENT

Users may not publish direct threats of violence against any person or group of people.

## 4. PRIVATE AND CONFIDENTIAL INFORMATION

Users may not commit unauthorized publishing of people's private and confidential information, such as credit card numbers, Social Security numbers, and driver's and other license numbers.

## 5. IMPERSONATION

Users may not impersonate others through our Site in a manner that is intended to or does mislead or confuse users.

## 6. UNLAWFUL USE OF SERVICES

Our products and services should not be used for unlawful purposes or for promotion of dangerous and illegal activities. If you do so, then you may be reported to the appropriate authorities.