

Agreement to Terms of Use

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The terms “we”, “us”, “our”, “AFS”, “AFS Intercultural Programs USA”, “AFS Exchange Student Program” “AFS Student Exchange”, and “AFS Exchange Program” refer to AFS-USA, Inc., a not-for-profit corporation organized under the laws of the State of Illinois, and our affiliates.

The term “you”, “user” or “users” refers to the viewer of the Site visiting or utilizing the Site or contributing content on the Site.

By accessing, using, or browsing the Site, you agree to be bound by these Terms of Use and accept, without limitation or qualification, these Terms of Use and all terms, policies, guidelines, or other notices incorporated herein by reference. If you do not agree to these Terms of Use, do not use or access the Site.

By using the Site, you represent and warrant that you are over the age of 13 (or for non-U.S. users, such older minimum age as may be required by applicable local law) and are lawfully able to accept these Terms of Use. If you are under the required age, you may still use some features of the Site (subject to applicable local non-U.S. law), but only if you have received your parent’s or legal guardian’s consent and the account you are using was created and registered by your parent or legal guardian.

These Terms of Use govern your use of this Site and do not alter in any way the terms or conditions of any other agreement you may have with AFS. Any additional terms that govern certain services and products will be presented in conjunction with those services and products.

Use of the Site and User Representations and Warranties

When submitting any User Content or using the User Forums, you must

- Comply with all applicable laws and these Terms of Use;
- Be respectful—do not insult, threaten, harass, or abuse; do not use profanity or obscene language. Hate speech or discrimination of any kind is grounds for immediate suspension of access to the Site; and
- Protect yourself—do not reveal personal/confidential or proprietary information

You may NOT submit, upload, or post to the Site or User Forums any User Content that

- Violates a person's or entities' rights, including copyright, trademark or patent rights, or other proprietary rights;
- Contains music, photographs, art or images that you do not own or have permission to use;
- Contains the name, trademark, trade name, service mark, or logo of another party;
- Contains the voice, likeness, or image of any person, firm, or enterprise for which you do not have permission to post; or libels, defames or invades the privacy rights of any person;
- Falsifies or deletes author attributions, legal notices, or other proprietary designations;
- Contains viruses, corrupted files, or other materials that may cause damage to another's computer;
- Advertises or otherwise solicits funds, or promotes or offers for sale or trade any goods or services, except in areas of the Site specifically designated;
- Interferes with any third party's use of this Site;
- Is or contains political campaigning, junk mail, spam, repetitive messaging chain letters, pyramid schemes, or solicitations;
- Is inaccurate, false, misleading, or fraudulent; and
- Contains any contact information or private information of any third party.

In using the Site or User Forums, you may NOT

- Violate any law or advocate the performance of any illegal activity;
- Collect contact information of other Users of the Site by electronic or other means for any purpose whatsoever, including, but not limited to, sending unsolicited e-mails or other unsolicited communications;
- Use or attempt to use another User's account or password;
- Impersonate any person or entity, or otherwise misrepresent yourself, your age, or your affiliation with AFS or any other person or entity;
- Solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes;
- Upload or transmit viruses or other harmful files, materials, or code;
- Impose a large load on the infrastructure of the Site or any systems or networks connected to the Site; and/or
- Interfere with, attempt to interfere with or otherwise harm or violate the proper working of the Site or the security of the Site, or any services, system resources, accounts, passwords, servers, or networks connected to or accessible through the Site.

Any use of the User Forums or the Site in violation of the foregoing violates these Terms of Use and may result, among other actions, in termination or suspension of your rights to use the User Forums and/or the Site. Any decision as to whether User Content violates these Terms of Use or AFS's posting rules will be made in AFS's sole discretion.

Each time you post or upload User Content, you confirm your acceptance of and agreement to be bound by these Terms of Use and the other terms that also govern and apply to your use of

the Site, as they are incorporated herein by reference. You are solely responsible for User Content that you post or provide on the Site and on third-party social networking websites in which AFS maintains a profile.

By posting any content on the Site and/or User Forums, you agree to indemnify AFS from and against any and all third-party claims, demands, liabilities, costs, or expenses, including reasonable attorneys' fees, resulting from your breach of these Terms of Use and those terms incorporated herein and the below posting restrictions.

By placing, submitting, displaying, transmitting, and/or posting User Content on or through the Site or Services, you represent and warrant that

- you own all of the rights to User Content that you post or otherwise have all necessary rights to post such User Content and grant AFS the rights set forth in these Terms of Use to use such User Content;
- User Content and other materials submitted by you does not violate or infringe upon the rights of any third party, including, but not limited to, copyright, trademark, privacy, or other personal or proprietary rights;
- User Content will not cause injury to any person or entity and does not contain libelous or otherwise unlawful material; and
- use and posting of User Content and other materials does not violate these Terms of Use.

Site Content

Unless otherwise indicated, all of the content, information design, text, articles, graphics, public service announcements, illustrations, photographs, images, data, video, moving images, sounds, audio, music, software, applications, artwork, user interfaces, trademarks, logos, computer code, features, promotions and forums contained or displayed on this Site and any products and services (collectively "Site Content"), including, but not limited to, the design, structure, expression, "look and feel," selection and arrangement of such Site Content is owned and/or controlled by AFS, its licensors, or third-party partners, or used herein with permission and is legally protected, without limitation, under U.S. federal and state, and foreign, laws, regulations, and treaties, including copyright, trademark, patent, moral rights, trade dress, and other laws relating to the protection of intellectual property and unfair competition.

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User Accounts

You may be required to set up an account to use the Site or portions thereof. If you are required to set up an account, you agree to provide accurate, current, and complete information about yourself as required, to maintain and update such information, and to be fully responsible for all use of your account and for any actions or activities that take place using your account. You are responsible for maintaining the confidentiality of the information associated with your account, including any passwords. You agree to notify AFS immediately of any unauthorized use of your account or password. Any fraudulent, abusive or otherwise illegal activity on this Site by you may be grounds for termination of your account or rights to use this Site, at AFS's sole discretion, and we may refer you to appropriate law enforcement agencies.

User Content and User Forums

By placing, submitting, displaying, transmitting, or posting material or content on the Site, including, but not limited to, text, messages, comments, data, music, audio, photographs, images, graphics, animations, designs, ideas, video, sound recordings, other audio-visual content, code, or other material (collectively, "User Content"), you acknowledge that while AFS is not obligated to prescreen, review, monitor, or edit User Content, AFS reserves the right to delete, remove, modify, move, block or refuse without any notice to you or your permission any User Content for any reason. The term "User Content" also includes, without limitation, and refers to all of the information you submit or we may receive related to your account. "Post" and "posting" means, including, but not limited to, to upload, post, transmit, share, store, link or otherwise make available on or through the Site.

You own the User Content and the information you provide to AFS under these Terms of Use, and may request its deletion at any time, unless you have shared User Content or information with others and they have not deleted it, or it was copied or stored by other users.

AFS does not guarantee the accuracy, integrity, or quality of User Content and takes no responsibility and assumes no liability for any User Content posted, stored, or uploaded by users or any third party, or for any loss or damage thereto, including on any third party social networking websites in which AFS maintains a profile. Nor is AFS responsible or liable for any mistakes, defamation, slander, libel, omissions, obscenity, or pornography that is committed or uploaded on the Site, or third-party social networking websites in which AFS maintains a profile, or that user may encounter.

This Site may include social-networking tools, discussion forums, blogs, bulletin boards, message boards, other interactive areas or services, or other areas or services in which you can post messages, comments, materials, photos, information, updates, opportunities, recommendations, etc. (collectively, "User Forums").

Users should be aware that the ideas you post and information you share may be seen and used by others. To protect your safety, privacy and intellectual property, please consider that when you voluntarily disclose personal information and ideas on the User Forums, that

information can be collected and used by others. AFS is not responsible for another person or entity's misuse or misappropriation of any content, ideas or information you post on the Site or in User Forums.

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Idea Submissions by Users

AFS welcomes your feedback, but we ask that you do not include any ideas or information of confidential or proprietary nature in your feedback not submit any unsolicited ideas and original creative works in any form (collectively, “Ideas”) to AFS through the Site. If you do submit Ideas, you understand and agree to the following which will apply to your submissions: AFS is not under any obligation of confidentiality, express or implied; AFS may have similar ideas already under consideration or in development; and AFS may use or exploit your Ideas without any compensation or reimbursement to you.

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AFS is committed to protecting your privacy. AFS’s Privacy Policy applies to use of this Site, and its terms are incorporated into these Terms of Use by reference. By using this Site, you acknowledge and agree that any messages or information you post or send to this Site may be read or intercepted by others, as the Internet is never completely private or secure.

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AFS may conduct promotions on or through the Site, including, without limitation, auctions, contests, promotions, and sweepstakes (collectively, “Promotions”). Promotions may have additional terms and rules that will be posted on the Site or otherwise made available to you and will be deemed incorporated into and form part of these Terms of Use. You agree to abide by such terms and rules, including representing that you are of a sufficient legal age to participate in any Promotions.

Business Transactions and Purchases

Your participation in any promotions, correspondence, or dealings, including business dealings with any third party found on or through the Site, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and the third party and at your own risk. AFS is not responsible or liable for any part of any such dealings or promotions, including any loss, damage, or other matters of any sort.

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Indemnification

You agree to defend, indemnify, and hold harmless AFS and its affiliates, including their respective directors, trustees, officers, committee members, employees, agents, contractors,

subcontractors, and representatives (“AFS Indemnitees”) from and against all claims (including, claims of patent, trademark, and copyright infringement), demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorneys’ fees and other legal expenses), awards, fines, and judgments asserted against or recovered from AFS Indemnitees due to, arising out of or in connection with your use of the Site and any User Content you post.

You agree not to hold AFS liable in any way for injuries to persons or damages to property incurred or suffered by you or any of your agents, heirs, successors or assigns, or any person related to you in any way.

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AFS may change, suspend, interrupt, terminate operation or access to, or discontinue the Site or any portion of the Site at any time, without notice, including the availability of Site Content, User Forums and any other services. AFS may also impose limits on the Site or restrict your access to parts of or the entire Site and Site Content without notice or liability.

Change in the Terms of Use

AFS may change, add, modify or remove portions of these Terms of Use at any time, which shall become effective immediately upon posting. It is your responsibility to review these Terms of Use prior to each use of the Site. By continuing to use this Site, you agree to any changes in the Terms of Use.

Violation of the Terms of Use

AFS reserves the right, without notice and in its sole discretion, to terminate your access to the Site or block your access to the Site, if we determine that you have violated the Terms of Use or other agreements or terms which may be associated with your use of the Site.

In the event of termination of your use of this Site for any reason, you agree that the following provisions of these Terms of Use will survive: limitations on your use of Site Content, copyright complaints, the license(s) you have granted to AFS, warranties, disclaimers, indemnification, and limitation of liability. If AFS does take legal action against you as a result of your violation of

these Terms of Use, you agree that AFS will be entitled to recover from you all reasonable fees and costs of such action, in addition to any other relief AFS may have at law or in equity.

Other Terms

The section titles used in these Terms of Use are for convenience and do not have any legal or contractual effect.

These Terms of Use contain the complete agreement between you and AFS with respect to your use of this Site, and supersede all prior or contemporaneous agreements or understandings, whether oral or written.

Any failure or delay of AFS to enforce or exercise any provision of or its rights under these Terms of Use shall not be construed as a waiver of those rights or provisions or a breach of these Terms of Use by AFS.

If any provision of these Terms of Use shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of the Terms of Use will remain in full force and effect.

These Terms of Use may not be modified by you in writing or otherwise and any such offer for modification will be rejected.

These Terms of Use shall not be interpreted or construed to confer any rights or remedies on Users.

You agree that all matters relating to your access to or use of the Site, including all disputes, shall be governed and construed by and under the laws of the State of New York, without regard to its conflict-of-laws provisions.

You hereby consent to the exclusive jurisdiction and venue of the state and federal courts sitting in the State of New York to resolve any disputes arising under these Terms of Use.