



Terms and Conditions

Welcome to the CHICAGOAN Magazine's website. This document contains all the terms, conditions, covenants, and provisions ("Terms and Conditions") upon which ("You the User") may access and utilize the CHICAGOAN Magazine's website.

By visiting the CHICAGOAN Magazine's website, You the User, indicate that you comprehend these Terms and Conditions and understand them to be the legal equivalent of a signed, written legal contract and equally binding. You the User also accepts such Terms and Conditions and agree to be legally bound by them. If you do not agree to these Terms and Conditions, please discontinue your use of the CHICAGOAN Magazine's website.

Please do note that the CHICAGOAN Magazine does reserves the complete right to change the Terms and Conditions under which this website and its offerings are extended to You the User at any time. Your continued use of this website following reasonable notice of any and all of those changes means you accept the changes. You also agree that any notice(s) the CHICAGOAN Magazine may provide on the CHICAGOAN Magazine's website (content) itself shall be deemed reasonable notice for the aforementioned purpose. It is You the User's responsibility to check periodically for any changes the CHICAGOAN Magazine may make to these Terms and Conditions. These Terms and Conditions were last updated on June 8th, 2010.

1. Grant of License.

This Agreement provides that You the User, has a, with a personal, revocable, nonexclusive, nontransferable right to use the CHICAGOAN Magazine's website conditioned on your continued compliance with the Terms and Conditions set forth in this document. All users have the right to print and download any materials and information on the CHICAGOAN Magazine's website solely for personal and noncommercial use, provided that all hard copies contain all copyright and other applicable notices contained in these materials and information. Except as otherwise expressly permitted within this document, a user may not modify, copy, distribute, broadcast, transmit, reproduce, publish, license, transfer, sell, scrape, mirror, frame, or otherwise use any information or material obtained from, on, or through the CHICAGOAN Magazine's website. [The CHICAGOAN Magazine in some instances may permit you to use

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certain applications for limited purposes on a personal or corporate blog and/or web site for noncommercial purposes. In these cases users may not change, build on, or block any portion of the CHICAGOAN Magazine content in any way]. As an additional condition of the use of the CHICAGOAN Magazine's website, all users warrant to the CHICAGOAN Magazine that they will not use the CHICAGOAN Magazine's website for any purpose that may be or result in, any actions/activities that are unlawful, or prohibited by any applicable state or government regulation or that is otherwise inconsistent with these Terms and Conditions set forth by the CHICAGOAN Magazine.

2. Password Policy.

Your use of certain portions of the CHICAGOAN Magazine's website may require a User Name and/or Password to be assigned or chosen. By agreeing to these Terms and Conditions set forth by the CHICAGOAN Magazine, you agree to be individually and solely responsible for the confidentiality and all use of your password(s), as well as for communications entered through the CHICAGOAN Magazine's website when using, or when not using your password. You agree that the CHICAGOAN Magazine shall not be under any duty to research or act as to the authority or propriety of any instructions given to the CHICAGOAN Magazine by you and/or under your password; the CHICAGOAN Magazine will not be liable for any potential losses, costs, expense or any other liability that may arise out of any such instructions. You the User agree to (A) notify the CHICAGOAN Magazine of any unauthorized use of your password or account or any other breach of security in writing immediately after learning of the possible breach, and (B) guarantee that you exit from your account at the completion of each session. The CHICAGOAN Magazine reserves the right to delete, change or modify all passwords at any time, and for any reason. The CHICAGOAN Magazine will not be held liable for any loss or damage arising from your failure to comply with this Section 2.

3. Account Access.

You understand that your use of the CHICAGOAN Magazine's website may involve the communication and transfer of different types of information, some of which may be considered personal information, potential to and from you. You the User does consent to the transmission by electronic means of such information through the CHICAGOAN Magazine's website, and such consent shall be effective at all times that you interact with the CHICAGOAN Magazine's website. You the User understand that your personal account information is current beginning the date indicated on your account.

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4. Provision of Information.

In circumstances when You the User may provide information to the CHICAGOAN Magazine through the CHICAGOAN Magazine's website, You the User agree to provide valid, accurate, updated and complete information about yourself. Additionally you agree not to impersonate any third party, misrepresent any affiliation with any third party, or conceal your identity from the CHICAGOAN Magazine for any purpose.

5. Notices, Communications, and Electronic Signatures.

You the User agree to accept all information communications from the CHICAGOAN Magazine regarding use of the CHICAGOAN Magazine's website at the addresses that is provided by you to the CHICAGOAN Magazine. The CHICAGOAN Magazine has the right to rely on the e-mail address, mailing address and other information that was last provided to the CHICAGOAN Magazine by You the User. You agree to waive any and all claims that may result from failure to receive any communications due to changes in your e-mail address, mailing address, or other information not communicated to and/or received by the CHICAGOAN Magazine.

You comprehend to be bound by any agreement or contract set forth in the CHICAGOAN Magazine that you transmit through the CHICAGOAN Magazine's website. When using the CHICAGOAN Magazine's website in the future your agreement and/or consent to the CHICAGOAN Magazine Terms and Conditions and understand they will be legally binding and enforceable with and having the legal equivalent of your handwritten signature.

6. Intellectual Property Rights.

All material and content contained on the CHICAGOAN Magazine's website is entirely protected by law to the fullest extent possible including, but not limited to, United States copyright, trade secret, and trademark law, as well as other state, national, and international laws and regulations, unless otherwise indicated. Except as expressly provided for in this Agreement by the CHICAGOAN Magazine, nothing contained on the CHICAGOAN Magazine's website shall be construed as granting a license or other rights to You the User including all intellectual property of the CHICAGOAN Magazine or third party. Software and any other technological components of the CHICAGOAN Magazine's website, and the editorial contents, selection, coordination, arrangement, and enhancement of the CHICAGOAN Magazine's website are Copyright © 2009-2015, the CHICAGOAN Magazine, or their affiliates and/or licensors/partners. All rights reserved. The CHICAGOAN Magazine, and all other trademarks, names, logos, and icons

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7. Privacy Policy.

Please see the CHICAGOAN Magazine's Privacy Policy for details about the CHICAGOAN Magazine's practices regarding the collection and use of non-public personal information. Acceptance of the CHICAGOAN Magazine's Terms and Conditions constitutes consent to the terms, covenants, conditions, and provisions of the CHICAGOAN Magazine Privacy Policy.

8. Compliance with Applicable Laws.

You the User's access to the CHICAGOAN Magazine's website is governed by all applicable federal, state and local laws.

9. Code of Conduct.

You the User may not, nor may you allow others to, directly or indirectly, do any of the following:

(1) Attempt to or physically and/or actually disrupt, impair and/or interfere with the operation of, alter or modify the CHICAGOAN Magazine's website or any content or information. This includes, without limitation, interfering with, defeating, or circumventing any security function of the CHICAGOAN Magazine's website, or attempting to do so.

(2) Collect or attempt to collect any information about others, including, but not limited to passwords, account or other information.

(3) Restrict or inhibit any other authorized user(s) by the CHICAGOAN Magazine from using and enjoying the CHICAGOAN Magazine's website. This does include, without limitation (*) using, or attempting to use, any account without the user's permission, or (**) obtaining or soliciting another user's password or other personal information under false pretenses and/or trickery.

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(4) Knowingly post, store, communicate, or transmit any inaccurate or misleading personal information.

(5) Knowingly post, store, or transmit any unlawful, threatening, defamatory, obscene, inflammatory, pornographic, profane, or otherwise objectionable (as determined by the CHICAGOAN Magazine) information or material.

(6) Knowingly post, store, or transmit any information or material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law (as determined by the CHICAGOAN Magazine and public law).

(7) Knowingly post, store, or transmit any information or software that contains a virus, worm, Trojan Horse, or other harmful or disruptive component that may impair the functionality of the CHICAGOAN Magazine's website.

(8) Modify, adapt, sublicense, translate, resell, retransmit, reverse engineer, decompile or disassemble any portion of the CHICAGOAN Magazine's website except that which is expressly permitted herein or on the CHICAGOAN Magazine's website.

(9) Knowingly post, store, or transmit materials in violation of a third party's copyright or other intellectual property contractual or proprietary rights. You the User are solely responsible for determining whether any material you post, store, or transmit is subject to a third party's rights.

(10) Use the CHICAGOAN Magazine's website for any unlawful purpose that may or may not have been identified hereof.

10. Assumption of Risk.

Use of the Internet and the CHICAGOAN Magazine's website is solely at You the User's own risk and is subject to all applicable local, state, national, and international laws and regulations. While the CHICAGOAN Magazine has labored to create a secure and reliable proprietary website, please be advised that the confidentiality of any and all communication or material transmitted to/from the CHICAGOAN Magazine's website over the Internet cannot be guaranteed. Accordingly, the CHICAGOAN Magazine and its employees, agents, directors, officers, proprietors, partners, representatives, shareholders, attorneys, predecessors, successors, and assigns are not responsible for the security of any information transmitted via

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the Internet. You the User assume sole and complete risk for using the CHICAGOAN Magazine's website and must make his or her own determination as to these matters.

11. Law Enforcement.

The CHICAGOAN Magazine reserves the full right to view, monitor, document and record activity on the CHICAGOAN Magazine's website without any notice or permission from You the User. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with any investigation or prosecution of possible criminal activity on the CHICAGOAN Magazine's website. The CHICAGOAN Magazine will also comply with all court orders involving requests for such information.

12. Links to Other Sites.

The CHICAGOAN Magazine may offer links to third-party web sites that may offer various products, services, and/or information. You the User should be aware that the use of these third-party web sites may be subject to the individual terms and conditions of each respective third party's websites, information collection practices, and other provisions. The CHICAGOAN Magazine cannot ensure the satisfaction and fulfillment of any products or services offered and/or purchased from such third-party web sites. The CHICAGOAN Magazine does not endorse or refer any of the products or services offered in any third-party web sites. Furthermore, the CHICAGOAN Magazine has not proactively taken steps to inquire and confirm the correctness, validity, accuracy, or reliability of any information contained in any third-party web sites. Before moving forward with any transaction by/with any third-party web site, whether the transaction is on or off line, it shall be the You the User's sole responsibility to conduct whatever investigation on their practices you deem necessary and appropriate.

13. Events Beyond the CHICAGOAN Magazine's Control.

You the User explicitly and expressly absolve and release the CHICAGOAN Magazine from any claim of physical or mental harm or injury resulting from a cause beyond the CHICAGOAN Magazine's control including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone, internet or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, common law alterations, terrorism, and/or governmental restrictions.

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14. DISCLAIMERS.

WHILE THE CHICAGOAN MAGAZINE STRIVES AND LABORS TO PROVIDE ACCURATE AND TIMELY INFORMATION, ALL INFORMATION AVAILABLE ON THE CHICAGOAN MAGAZINE'S WEBSITE MAY ERRONEOUSLY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. MOREOVER, THE CHICAGOAN MAGAZINE MAY MAKE MODIFICATIONS AND/OR CHANGES IN, ON AND TO THE CHICAGOAN MAGAZINE'S WEBSITE OR IN THE INFORMATION AVAILABLE ON THE CHICAGOAN MAGAZINE'S WEBSITE AT ANY TIME, FOR ANY REASON DEEMED WORTHY BY THE CHICAGOAN MAGAZINE. YOU THE USER, ASSUME THE SOLE RISK OF MAKING USE OF, AND/OR RELYING ON, ANY AND ALL INFORMATION AVAILABLE ON OR THROUGH THE CHICAGOAN MAGAZINE'S WEBSITE. THE CHICAGOAN MAGAZINE EXPRESSES NO REPRESENTATIONS ABOUT THE SUITABILITY, COMPLETENESS, LEGALITY, RELIABILITY, TIMELINESS, IN YOUR JURISDICTION, OR ACCURACY OF THE INFORMATION AVAILABLE ON OR THROUGH THE CHICAGOAN MAGAZINE'S WEBSITE FOR ANY PURPOSE. ALL INFORMATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

TO THE EXTENT PERMITTED BY STATE AND FEDERAL LAW, THE CHICAGOAN MAGAZINE SHALL NOT BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR, IN ANY WAY CONNECTED WITH THE USE OF THE CHICAGOAN MAGAZINE'S WEBSITE, ANY DELAY OR INABILITY TO USE THE CHICAGOAN MAGAZINE'S WEBSITE, ANY DELAY OR INABILITY TO ACCESS YOUR ACCOUNT, UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT, ANY INFORMATION AVAILABLE ON THE CHICAGOAN MAGAZINE'S WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE CHICAGOAN MAGAZINE'S WEBSITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE CHICAGOAN MAGAZINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES SUCH AS CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE CHICAGOAN MAGAZINE IS ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO YOUR USE OF THE CHICAGOAN MAGAZINE'S WEBSITE SHALL NOT EXCEED \$110.

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15. Indemnity.

You the User agrees to defend, indemnify, and hold harmless the CHICAGOAN Magazine and its affiliates and stake holders and all of their employees, partners, agents, directors, officers, proprietors, representatives, shareholders, attorneys, predecessors, successors, and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of the CHICAGOAN Magazine's website or any breach by You the User of this Agreement. You shall not in any event settle any matter without the prior written consent of the CHICAGOAN Magazine to be withheld at the CHICAGOAN Magazine's sole discretion.

16. Site Access and Termination.

The CHICAGOAN Magazine's website is controlled and operated by the CHICAGOAN Magazine from its offices that are located within the United States. The CHICAGOAN Magazine makes absolutely no representation that materials in the CHICAGOAN Magazine's website are appropriate for any viewers or available for use in any other locations, and access to them from territories where any of the contents of the CHICAGOAN Magazine's website are illegal is prohibited. Users who choose to access the CHICAGOAN Magazine's website from other locations do so of their own volition and are responsible for compliance with applicable local laws in the area where they are. The CHICAGOAN Magazine reserves the right to at any time and for any reason deny a user access to the CHICAGOAN Magazine's website and to terminate this agreement.

17. Submissions.

Any documents, art work, ideas, suggestions, information, know-how, material, music or any other content (collectively, "Content") received through the CHICAGOAN Magazine's website will be deemed to include a worldwide, royalty-free, perpetual, irrevocable, nonexclusive right and license for the CHICAGOAN Magazine to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display, (in whole or part), or otherwise act on such content without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and You the User hereby waives any claim to the contrary.

18. Digital Millennium Copyright Act.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright

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owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. The CHICAGOAN Magazine reserves the right to remove any material on the CHICAGOAN Magazine's website which allegedly infringes a third party's copyright. All notices to the CHICAGOAN Magazine regarding any alleged copyright infringement on the CHICAGOAN Magazine's website should be directed to: [The CHICAGOAN Magazine, 150 N. Michigan Ave., Suite 2800, Chicago, IL 60601, and Attention: Webmaster].

19. Governing Law.

This Agreement has been made in, and will be construed and enforced in accordance with the laws of the State of Illinois. Any action to enforce this Agreement will be brought in the federal or state courts presiding in Illinois, and all parties to this Agreement expressly agree to be subject to the jurisdiction of such courts.

20. Waiver.

Failure to insist on strict performance of any of the Terms and Conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by the CHICAGOAN Magazine of any right under these Terms and Conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

21. Severability.

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

22. Relationship.

No joint venture, partnership, employment, or agency relationship exists between You the User and the CHICAGOAN Magazine as a result of this Agreement or You the User's use of the CHICAGOAN Magazine.

23. Entire Agreement.

These Terms and Conditions, together with the CHICAGOAN Magazine Privacy Policy, which is hereby incorporated as if set forth fully herein, represent the entire agreement between the

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You the User and the CHICAGOAN Magazine with respect to the use of and all material available on or through the CHICAGOAN Magazine's website, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You the User and the CHICAGOAN Magazine with respect to the CHICAGOAN Magazine's website. Any rights not expressly granted herein are expressly reserved.

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