TERMS OF USE

Welcome to Financial Aid TV. College Media Solutions (CareerAmerica, LLC) and FATV and their affiliates and related companies (collectively "CMS"), operate the FATV Web site (the "Web Site") to provide financial aid information, related features and services (the "Service"). The terms and conditions set forth herein (the "Terms of Use") constitute a legally binding agreement between CMS and you regarding the terms on which CMS offers you access to its Service.

- Your Use of the Service and this Web Site is Governed by These Terms of Use
 Please take a few minutes to review the Terms of Use. By accessing and using this Web Site,
 you agree to be bound by each of the Terms of Use and all applicable laws and regulations
 governing the Web Site. If you do not agree with any of the Terms of Use, you are not
 authorized to access or use this Web Site for any purpose.
- These Terms of Use May Change Without Prior Notice
 CMS reserves the right to modify these Terms of Use at any time without giving you prior notice.

Your use of the Web Site following any such modification constitutes your agreement to follow and be bound by the Terms of Use as modified. For this reason, we encourage you to review these Terms of Use whenever you use this Web Site.

3. Notices of Restrictions on Your Use

The Service, the Web Site and all data and information and/or content that you see, hear or otherwise experience on the Web Site (the "Content") belongs to CMS, its partners, affiliates, contributors or third parties and may be protected by U.S. and international copyright, trademark, intellectual property and other laws, and belong to CMS, its partners, affiliates, contributors or third parties. Content provided by CMS is used on the Web Site with the permission of CMS. Content provided by third parties is used on the Web Site with the permission of such third parties.

a. Restrictions on Use

You may use the Web Site, the Service and the Content solely for your personal, non-commercial use. You may download, print and store selected portions of the Content, provided that you

- 1. only use these copies of the Content for your own personal, non-commercial use;
- 2. do not copy or post the Content on any network computer or transmit, distribute, publish or broadcast the Content in any media, including without limitation, a Web site; and
- 3. do not modify or alter the Content in any way, or delete or change any copyright or trademark notice.

No right, title or interest in any copied or downloaded Content is transferred to you as a result of any such copying or downloading. CMS reserves complete title and full intellectual property rights in any Content you copy or download from this Web site. You agree not to alter, modify, reformat, copy, download, reproduce, duplicate, display, distribute, repost, transmit, publish, license, sell, rent, transfer, or create derivative works from any Content obtained from the Web Site or the Service, except as expressly permitted by these Terms of Use. Moreover, you may not use any of the marks appearing throughout this Web Site without express written consent from the trademark owner, except as permitted by applicable law.

4. Disclaimer of Warranties

YOU EXPRESSLY AGREE TO ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEB SITE AND THE SERVICE. CMS MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE WEB SITE OR THE SERVICE. CMS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, WITH REGARD TO THE WEB SITE, THE SERVICE, OR ANY INFORMATION OR CONTENT CONTAINED THEREIN (INCLUDING THIRD PARTY INFORMATION). CMS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY USE OF THE WEB SITE, THE SERVICE OR ANY INFORMATION OR CONTENT CONTAINED THEREIN (INCLUDING THIRD PARTY INFORMATION). IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL INFORMATION OR CONTENT PROVIDED BY THE WEB SITE OR THE SERVICE. CMS DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE WEB SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE WEB SITE OR THE SERVICE WILL BE CORRECTED. CMS DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION OR CONTENT PROVIDED BY THE WEB SITE OR THE SERVICE, OR THAT ANY ERRORS IN THE INFORMATION OR CONTENT WILL BE CORRECTED. THE WEB SITE, THE SERVICE AND THE INFORMATION OR CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

a. Specific Disclaimer For Downloading of Files

CMS cannot and does not guarantee or warrant that files available for downloading through the Web Site will be free of infection by viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. The entire risk as to the quality and performance of the Web Site or the Service, the accuracy of any information or content provided through the Web Site or the Service, or quality of any file used in conjunction with the Web Site or the Service is solely and exclusively with you the user.

b. Specific Disclaimer for International Use

CMS makes no representation that information content provided on the Web Site is applicable or appropriate for use in locations outside the United States. Portions or versions of the Web Site that have been translated into any language other than English are provided for the convenience of the user only. CMS makes no representation or warranty that the translations are complete and accurate and CMS, by providing some content in a language other than English, undertakes no obligation to provide translations of all or any portion of the Web Site in any language except as determined by CMS. You agree to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable contents and online conduct.

5. Limitation of Liability

IF YOU ARE DISSATISFIED WITH THE WEB SITE OR ANY CONTENT ON THE WEB SITE, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEB SITE. YOU ACKNOWLEDGE, BY YOUR USE OF THE WEB SITE, THAT YOUR USE OF THE WEB SITE IS AT YOUR SOLE RISK.

YOU UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL IBS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO,

I. ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, PROGRAMS OR INFORMATION, AND THE LIKE)

- ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEB SITE, THE SERVICE, OR THE INFORMATION OR CONTENT PROVIDED THEREIN,
- II. ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE WEB SITE, THE SERVICE AND/OR INFORMATION OR CONTENT CONTAINED THEREIN OR DOWNLOADED THROUGH THE WEB SITE,
- III. UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA,
- IV. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEB SITE OR THE SERVICE, OR
- V. ANY OTHER MATTER RELATING TO THE WEB SITE OR THE SERVICE, EVEN IF IBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, CMS'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW.

Indemnification You understand and agree that you are personally responsible for your behavior on the Web Site and for your use of the Content. You agree to indemnify, defend and hold harmless CMS, its subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers to the Service from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use of the Web Site or the Service or your use of the Content, any violation by you of this Agreement, or any activity related to your user account (including negligent or wrongful conduct) by you or any other person accessing the Web Site or Service through your user account.

Personal Information and Privacy Policy

CMS may monitor, record, collect and use for any lawful purpose information generated through your use of the Web Site or the Service. The collected information is subject to our Privacy Policies.

User Conduct

You agree not to take any action that interferes with the proper working of the Web Site; imposes an unreasonable or disproportionately large load on the Web Site's infrastructure; might compromise the security of the Web Site; render the Web Site or the Service inaccessible to others; or otherwise cause damage to the Web Site or any Content contained on the Web Site. You agree not to add to, subtract from, or otherwise modify the Content on the Web Site except as expressly authorized by CMS in these Terms of Use or by a written agreement between you and CMS.

General Provisions

a. Entire Agreement

These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by CMS of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

b. Correction of Errors and Inaccuracies

The information in the Web Site may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at

any time without prior notice. We do not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

c. No Endorsements of Links

Hypertext links to third party Web sites or information do not constitute or imply an endorsement, sponsorship, or recommendation by CMS of the third party, the third-party Web site, or the information contained therein. You acknowledge and agree that CMS is not responsible for the availability of any such Web sites and that CMS does not endorse or warrant, and is not responsible or liable for any such Web site, or the content on such Web site, or the services offered by such Web site. Under no circumstances will CMS be responsible for any loss or damage resulting from your use of any such Web site or the services offered by such Web site or any content posted on such Web site or transmitted from such Web site. Any links to other sites are provided for convenience only. You need to make your own decisions regarding your interactions or communications with any other Web site.

d. **Enforcement**

CMS will investigate and take appropriate legal action against anyone who violates any of the provisions of this agreement, including without limitation, barring violators from use of the Web Site and pursuing civil, criminal and/or injunctive redress. You agree that in a civil action, CMS may obtain full recovery of all damages it suffers and may also obtain punitive and consequential damages. If any part of these Terms of Use is determined to be invalid or unenforceable, it will not impact any other provision of these Terms of Use, all of which will remain in full force and effect. These Terms of Use are governed by, and will be interpreted in accordance with, the laws of the State of California, without regard to any conflict of laws provisions. Although you acknowledge that we will have the ability to enforce our rights in any court of competent jurisdiction, you hereby consent to the exclusive jurisdiction and venue of courts in Hennepin County and Ramsey County, Minnesota, U.S.A., regarding any and all disputes relating to these Terms of Use, your use of the Web Site, any other CMS web site, the Service, or Content or Material contained therein.

e. Claims of Copyright Infringement

In the event that you claim to be the copyright owner of any Content, you agree to immediately notify CMS of any claimed copyright infringement. You further agree to provide CMS's copyright agent the following information as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, Title 17, U.S.C. § 512:

your physical or electronic signature or that of a person authorized to act on behalf of you, the purported owner of an exclusive right that is allegedly infringed;

identification of the copyright or work claimed to have been infringed, or a multiple copyrighted work at a single online site or covered by a single notification, or a representative list of such works at that site;

identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

information reasonably sufficient to permit us to contact you, the complaining party, or the person authorized to act on your behalf;

a statement that you, the complaining party, have a good faith belief that the use of the material in the manner complained of is not authorized by you the copyright owner, your agent, or the law; and

a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of you, the owner of an exclusive right that is allegedly infringed. CMS's Copyright Agent for notice of claims of copyright infringement on or relating to this Web Site can be reached either by:

sending an e-mail request to info@collegemediasolutions.com; or sending a letter via the U.S. Mails to:

College Media Solutions

PO Box 470695

San Francisco, CA 94147

f. Severability

If any provision of these Terms of Use is found to be invalid or unenforceable, that provision will be enforceable to the maximum extent permissible, and the other provisions of the Terms of Use will remain in force.

g. General Contact Information

If you have any questions about these Terms of Use, the practices of this Web Site, or your dealings with this Web Site, you may contact us by:

- sending an e-mail request to info@collegemediasolutions.com
- sending a letter via the U.S. Mail to:

College Media Solutions PO Box 470695 San Francisco, CA 94147