

WHARTONCONNECT TERMS AND CONDITIONS OF USE

Please carefully read the following Terms and Conditions of Use. By using the WhartonConnect web site, you are indicating your acceptance of the Terms as binding upon you:

GENERAL

The Terms govern your use of WhartonConnect (the “Site”), a comprehensive online alumni community designed to facilitate communication among the alumni of The Wharton School of the University of Pennsylvania (“Wharton”) for personal and/or Wharton-related purposes. Additional terms and conditions of use applicable to specific areas of the Site may also be posted in such areas and, together with the Terms, govern your use of those areas. The Terms, together with any such additional terms and conditions, are referred to as the “Terms.”

MODIFICATION OF TERMS

Wharton reserves the right, in its sole discretion, to change, modify, add, or remove portions of the Terms at any time, effective immediately upon notice published on the Site. Wharton suggests that you check the Terms periodically for changes. Your continued use of the Site constitutes your acceptance of the Terms, including any changes or modifications made by Wharton as discussed above. If at any time the Terms are no longer acceptable to you or you cannot or will not fully comply with the Terms, you should immediately cease all use of the Site.

REGISTRATION OBLIGATIONS

To access and use certain areas of the Site, you first have to register via the online registration form (the “Registration Form”). When submitting your information via the Registration Form, you agree to:

- (a) provide true, accurate, and current information about yourself as prompted by the Registration Form (collectively, the “Registration Data”) and
- (b) maintain and promptly update the Registration Data to keep it true, accurate, and current.

If you provide any information that is untrue, inaccurate, or not current, or Wharton has reasonable grounds to suspect that such information is untrue, inaccurate, or not current, Wharton has the right to suspend or terminate your account and stop your current or future use of the Site. Our collection and use of the Registration Data is governed by the Privacy Policies.

PRIVACY POLICY

Your use of the Site constitutes your agreement to be bound by and comply with the requirements, terms and conditions of the posted privacy policies, as amended from time to time (the “Privacy Policies”). In addition to reviewing the Terms, please carefully read the Privacy Policies, which are incorporated into and made a part of the Terms by reference.

MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Site's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Wharton of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. You are responsible for logging out if your computer is accessible to others in order to prevent unauthorized access. Wharton cannot and will not be liable for any loss or damage arising from your failure to comply with the requirements of this section.

USE OF CONTENT

You acknowledge that the Site contains information, software, photographs, audio, video, graphics, links and other material (collectively, the "Content") that are the property of Wharton or third parties. U.S. and international copyright, trademark or other intellectual property laws protect all Content. All rights in Content are reserved by their respective owners. You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the Site. Users of the Site may use the Content only for their personal, non-commercial use.

You shall not store electronically any significant portion of any Content. Except as expressly permitted by the copyright laws, no copying, storage, redistribution, publication, display or performance of any Content is permitted without the prior written consent of Wharton or the owners of such Content or their authorized representatives, if other than Wharton.

You may not copy or use the personally identifiable information of any alumni you locate in the Alumni Directory or elsewhere on the Site for any purpose which Wharton determines, in its sole discretion, is not permissible and is not consistent with the intended Site purposes. For example, you may not use the alumni names, addresses or email addresses for any unsolicited mass mailings, unsolicited commercial communications, harassing or abusive or habitual, undesired communication, or the promotion of a business, product or service.

You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as expressly permitted in the Terms. Content consisting of downloadable software may not be reverse engineered unless specifically authorized by the owner of the software's patent and/or copyright.

Notwithstanding the foregoing to the contrary:

(a) Wharton hosts the areas of the Site dedicated to the creation of alumni profiles, the Alumni Directory, Class Notes, MBA Career Management tools, class reunion registration and certain other features and functions. Wharton's name, trademarks, graphics, logos, designs, page headers, button icons, scripts and service names are marks or trade dress of Wharton in the U.S. and/or other countries. You may not copy, imitate, or use, in whole or in part, Wharton's marks

and trade dress except as contemplated by the Terms (including the Privacy Policies) or with the prior written permission of Wharton.

(b) OmniMagnet LLC is the company that hosts the area of the Site dedicated to the Wharton Clubs and provides certain related services (“OmniMagnet”). OmniMagnet’s graphics, logos, designs, page headers, button icons, scripts and service names are marks or trade dress of OmniMagnet in the U.S. and/or other countries. You may not copy, imitate, or use, in whole or in part, OmniMagnet’s marks and trade dress except as contemplated by the Terms or with the prior written permission of OmniMagnet.

MANAGING CONTENT

So long as you comply with the Rules Regarding Content (below) and all other restrictions contained in the Terms, you may post on the Site any Content owned by you (such as your original statements), Content for which you have received express permission from the owner, and Content in the public domain. You assume all risk and responsibility for determining whether any Content is in the public domain. You grant to Wharton and OmniMagnet an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, edit, copy, publish, display, distribute, translate and otherwise use in any medium any Content that you place on the Site without compensation to you. You represent and warrant that you are authorized to grant all rights set forth in the preceding sentence.

Wharton does not and cannot review all Content posted on the Site by each person or entity using the Site (each, a “User,” and collectively, the “Users”) and is not responsible for such Content. However, Wharton reserves the right to delete, move or edit any Content that it may determine, in its sole discretion, violates the Terms or is otherwise unacceptable.

You are and shall remain solely responsible for all Content you post on the Site. You can be held legally liable for all Content you post on the Site. Without limiting the foregoing, you may be held legally accountable if any Content you post on the Site includes, for example, material protected by copyright, trademark, patent or trade secret law without the permission of the author or owner, or defamatory comments. Wharton is not responsible for any loss of data resulting from network or system outages, file corruption or any other reasons.

RULES REGARDING CONTENT

The following is a partial list of Content that may not be posted on or linked to from the Site (the “Prohibited Content”), including without limitation, Content that:

- (a) is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (b) harasses or advocates harassment of another person;
- (c) distributes hate promoting materials;
- (d) exploits people in a sexual or violent manner;
- (e) results in the sale of illegal goods or services;
- (f) violates import/export laws;

- (g) contains nudity, violence, or offensive subject matter or contains a link to an adult website;
- (h) defames or invades the privacy of any person;
- (i) solicits personal information from anyone under the age of 18;
- (j) provides any telephone numbers, street addresses, last names, URLs or email addresses of anyone without their prior consent;
- (k) promotes false or misleading information or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- (l) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- (m) attempts to gain unauthorized access to the Site or any servers controlled by Wharton or by OmniMagnet;
- (n) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- (o) solicits passwords or personal identifying information for commercial or unlawful purposes from Users;
- (p) includes a photograph of another person that Users have posted without that person's consent;
- (q) uses sexually suggestive imagery or any other unfair, misleading or deceptive Content intended to draw traffic;
- (r) promotes criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- (s) interferes with, disrupts or creates an undue burden on the Site or the Wharton or OmniMagnet networks;
- (t) attempts to impersonate another User or person; and
- (u) uses the account, username, or password of another User at any time or discloses any User's password to any third party or permits any third party to access the Site or use the services in any other manner that is inconsistent with any and all applicable laws and regulations.

RULES REGARDING CERTAIN ACTIVITIES ON THE SITE

The activities set forth below (collectively, the "Prohibited Activities") are prohibited on the Site:

- (a) Any illegal activities, or attempted illegal activities, occurring on or through the Site (including, but not limited to, illicit use or attempted illicit use of any unauthorized device or software, production of falsified headers on any message, harassing or damaging behaviors, violation of any applicable laws or regulations, theft of services, defeating or attempting to defeat any security measures placed upon the Site or Wharton or OmniMagnet's network infrastructure or on any other connected systems, damaging or attempting to damage, hinder or prevent from proper functioning any system of Wharton or OmniMagnet, the Site, or any connected system or service, possession or storage of any software, source code, or program which has the capability

of doing any of the foregoing actions, impersonation of another User or entity on or off the system, forgery of header, IP address information, or log-in information).

(b) Any use of the Site by Users to send mass unsolicited e-mail, phone calls or regular mail or news postings is prohibited. Sending or posting of identical, substantially similar or random messages to one person or to a large number of groups in a short period of time is prohibited. Use of the Site as the return address for any unsolicited mass posting, mailing, or similar activity is prohibited.

(c) Direct or indirect: (i) modification, adaptation, translation, reverse engineering, decompiling, disassembling, back-developing or otherwise attempting to discover the source code of the Site; (ii) displaying, directly or indirectly, any portion of the Site that is password protected (e.g., member only areas and administrative areas); or (iii) altering the Site to enable an alternate or unintended use.

(d) Submissions of any kind submitted, posted or shared by you or other Users through the Site that violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

ENDORSEMENT

Wharton does not represent or endorse the accuracy or reliability of any Content posted on the Site and you acknowledge that any reliance upon such Content shall be at your sole risk. Any Content placed online by Users are the views of the User posting the statement, and do not represent to views of Wharton.

The Site may contain links to sites on the Internet that are owned and operated by third parties (the "External Sites"). You acknowledge that Wharton is not responsible for the availability of, or the content located on or through, any External Site. You should contact the site administrator or webmaster for any such External Site if you have any concerns regarding such links.

INDEMNITY

You agree to indemnify and hold harmless Wharton and its employees, faculty, officers, trustees, agents, information providers and licensors, to the fullest extent allowed by applicable law, from and against all loss, liability, claim, damage, cost, judgment, penalty and expense (including attorneys' fees), promptly as incurred, directly or indirectly based upon, or arising out of or in connection with (a) your violation of the Terms, (b) your posting of Content on the Site that infringes, or is alleged to infringe, upon the rights of third parties, (c) the commission by you of any Prohibited Act or the posting by you of Prohibited Content on the Site, (d) your failure to fully comply with the Privacy Policies, and (e) any use or alleged use of the Site under your password by you or any person, whether or not authorized by you. Wharton reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Wharton's defense of such claim and to reimburse Wharton for the costs and expenses of such defense.

TERMINATION OF SERVICE

You agree that Wharton, in its sole discretion, may terminate your password, account or use of the Site (or any part thereof), and remove and discard any Content within the Site, for any reason, including, without limitation, Wharton's belief that you have violated or acted inconsistently with the Terms. Wharton reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Site at any time for any reason without prior notice or liability. Wharton may change, suspend or discontinue all or any aspect of the Site at any time, including the availability of any feature, database, or Content, without prior notice or liability.

Wharton also reserves the right to release current or past User information (a) in the event it believes that accounts are in violation of the Terms (including the restrictions on Prohibited Content and Prohibited Activities), (b) in the event it believes that accounts are or have been used to commit unlawful acts, (c) if the User information is subpoenaed, and/or (d) if Wharton otherwise deems such release necessary and/or appropriate.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

THE SITE AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER WHARTON, OMNIMAGNET NOR ANY PROVIDER OF THIRD PARTY CONTENT, NOR ANY OF THEIR RESPECTIVE AGENTS (A) WARRANTS THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; (B) MAKES ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SITE OR THE CONTENT, (C) MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD THROUGH THE SITE OR (D) WARRANTS THAT ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THE SERVICE WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. YOU EXPRESSLY ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AS WELL AS THE ACCURACY OR COMPLETENESS OF THE CONTENT..

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Some jurisdictions do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such jurisdictions, the liability of Wharton, OmniMagnet and third party content providers, or their respective agents shall be limited to the greatest extent permitted by applicable law.

REPORTING ALLEGED COPYRIGHT INFRINGEMENT

If you believe that your work copyrighted work is being infringed by appearing on WhartonConnect, please notify Wharton's designated agent to receive notices of such alleged infringement:

John T. Lupton
Senior Information Security Specialist/Copyright Agent
University of Pennsylvania
E-Mail: dmca@isc.upenn.edu
Phone: +1-215-898-2172
Fax: +1-215-573-2037
US Mail: 3401 Walnut Street Suite 230A, Philadelphia, PA 19104-62288

In notifying Wharton of the alleged copyright infringement, please be sure to include the following information:

1. A description of the copyrighted work that is the subject of the claimed infringement;
2. A description of the infringing material and information sufficient to permit Wharton to locate the material;
3. Contact information for you, including address, telephone number and email address;
4. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, or its agent, or the law;
5. A statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyright that is claimed to be infringed; and
6. A physical or electronic signature of the copyright owner or a person authorized to act on its behalf.

Failure to include all of the above-listed information may result in a delay in the processing of your notice.

MISCELLANEOUS

The Terms shall be construed in accordance and enforced in accordance with Pennsylvania law, without regard to principles of choice of law. You hereby irrevocably agree to adjudicate any dispute in connection with the Site or these Terms, and you hereby irrevocably agree to the exclusive jurisdiction and venue in a federal or state court located in Philadelphia, Pennsylvania for any such dispute. The Terms and the Privacy Policies constitute the entire agreement between you and Wharton with respect to the subject matter hereof. The rights and obligations provided herein may not be assigned or delegated.