

Catalist Student Participant Agreement

Welcome to Catalist!

We (Catalist) hope you find it useful. By accessing or otherwise interacting with our services, websites, or any associated content/postings you agree to this Participant Agreement last updated on March 5, 2018. You acknowledge and agree Catalist is a private site operated by Linfield College. If you are accessing or using Catalist on behalf of a business, that business agrees to the Participant Agreement. If you do not agree to the Participant Agreement, you are not authorized to participate in Catalist. We may modify the Participant Agreement at any time in our sole discretion. You are responsible for periodically checking for changes and are bound by them if you continue to use Catalist. Our privacy policy, prohibited list, and all other policies, site rules, and agreements referenced below or on Catalist, are fully incorporated into this Participant Agreement, and you agree to them as well.

Student Participant Restrictions and Responsibilities

You are responsible for your use of Catalist, for any content you submit to be posted to Catalist, and for any consequences thereof. You should only provide content that you are comfortable sharing with others. Catalist cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

No Guarantee of Results

Neither Linfield College nor Catalist is an employment agency or a recruiting firm, and neither makes any representations or guarantees regarding the effectiveness or timeliness of Catalist in meeting the objectives of users. Neither Linfield College nor Catalist is responsible for any employment or contractor decisions, for whatever reason made, made by any user.

No Endorsements

Nothing on Catalist shall be considered an endorsement, representation, or warranty with respect to any user or third party, whether in regards to its web site, products, services, hiring, experience, employment or recruiting practices, or otherwise.

Errors and Corrections

Catalist does not represent or warrant that it is or will be error-free, free of viruses or other harmful components, or that defects will be corrected or that it will always be accessible. Catalist does not warrant or represent that it will be correct, accurate, timely, or otherwise reliable. Linfield College may make improvements and/or changes to Catalist's features, functionality or content at any time.

Modification to Terms

Catalist Student Participant Agreement

Catalist may revise the Participant Agreement at any time and will notify you by posting an updated version to Catalist. We recommend that you visit this page periodically to review the most current Participant Agreement because they are binding on you. Your continued use of Catalist following changes to the Participant Agreement or any other policies incorporated herein constitutes your acceptance of our amended Participant Agreement or policies.

Privacy Policy

You acknowledge that you have read and agree to the Privacy Policy.

Student User Information

All student participants will only submit information that is accurate, true, not misleading or deceptive in any manner, and fully in compliance with all applicable federal, state and local laws (including laws prohibiting employment discrimination). Information may not contain any form of advertisement, promotion or endorsement, other than promotion of the goods or services themselves. All student users are solely responsible for their own contract determinations.

Limitation of Liability

To the fullest extent permitted by law, neither Linfield College nor any officer, director, employee, representative, partner, licensor, supplier, contractor, partner or agent thereof shall be liable for any damages whatsoever (including, without limitation, incidental and consequential or punitive damages, lost profits, or damages resulting from lost data, lost employment opportunity, loss of good-will, other intangible losses or business interruption, and whether based on warranty, contract, tort or any other legal theory) resulting from the use or inability to use Catalist, and whether or not Linfield College is advised of possibility of such damages.

Indemnification

You agree, to the maximum extent permitted by law, at your own expense, to indemnify, defend, and hold harmless Catalist, its officers, directors, employees, agents, representatives, partners, licensors, suppliers, stockholders, contractors, partners and agents from and against all claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys', expert, legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to (i) your access to or use of Catalist (including negligent or wrongful conduct) or (ii) your breach of any of the Participant Agreement or of any other person accessing Catalist using your account. You agree to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action, or proceeding attributable to any such claim. Catalist reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully

Catalist Student Participant Agreement

cooperate with Catalist in asserting any available defense. You acknowledge and agree to pay Catalist's reasonable attorneys' fees incurred in connection with any and all lawsuits brought against you under the Participant Agreement and any other terms and conditions of service on Catalist, including without limitation, lawsuits arising from your failure to indemnify Catalist pursuant to the Participant Agreement.

Termination of Access

Catalist reserves the right to investigate complaints or reported violations of our Participant Agreement and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. Catalist may discontinue any party's participation in or use of Catalist at any time for any reason or no reason.

Participation

Student User participation is contingent upon successfully completing the application form, completing pre-determined workshops or preparatory activities, supplying accurate and timely information, agreeing to the Participant Agreement, and complying with any changes or requests that Catalist sees fit.

Prohibited

Users must comply with all applicable laws, the Catalist Participant Agreement, and the Program Requirements. Catalist reserves the right to deem any good or service unacceptable and/or prohibited to post. Catalist reserves the right to make decisions regarding student participation requirements.

Catalist Student Participant Agreement

Catalist Student Participants – Privacy Policy

This policy details how data about you is used when you access our websites and services (together, "Catalist") or interact with us

1. Protecting your privacy

- We do not engage in cross-marketing or link-referral programs.
- We do not employ tracking devices for marketing purposes.
- Please review privacy policies of any third party sites linked to from Catalist.

2. Data we use to provide/improve our services and/or combat fraud/abuse:

- Data you submit or provide (e.g. name, address, email, phone, fax, photos, tax ID).
- Web log data (e.g. web pages viewed, access times, IP address, HTTP headers).
- Data collected via cookies (e.g. search data and "favorites" lists).
- Data about your device(s) (e.g. screen size, DOM local storage, plugins).
- Data from 3rd parties (e.g. phone type, geo-location via IP address).

3. Data we store

- We retain data as needed for our service purposes and/or as required by law.
- We make good faith efforts to store data securely, but can make no guarantees.

4. Circumstances in which we may disclose user data:

- To respond to subpoenas, search warrants, court orders, or other legal process.
- To protect our rights, property, or safety, or that of users of CL or the general public.
- With your consent (e.g. if you authorize us to share data with other users).
- In aggregate/summary form, where it cannot reasonably be used to identify you.