

Terms of Use

The **Terms of Use** apply to The Hundred-Seven website located at www.thehundred-seven.org and all associated websites linked to www.thehundred-seven.org by The Hundred-Seven its subsidiaries and affiliates, (collectively, the "Site"). The Site is the property of The Adamas Group USA LLC ("the Adamas Group") and its licensors. By using the site, you agree to these terms of use; if you do not agree with these terms of use, do not use the Site.

The Hundred-Seven reserves the right, at its sole discretion, to change, modify, add, remove or terminate any portion of this Agreement, in whole or in part, at any time, without prior notice. As a user of the Site, it is your responsibility to check these Terms of Use for changes periodically. Your continued use of the Site, following the posting of any such changes will mean that you unconditionally accept and agree to the aforementioned changes. For as long as you comply with these Terms of Use, The Hundred-Seven grants you a non-exclusive, personal, non-transferable, limited privilege to enter and use the Site.

Collection of Information from Children

The Hundred-Seven abides by federal law and the guidelines set up by the Federal Trade Commission regarding youth privacy. As such, The Hundred-Seven will not knowingly collect any personally-identifiable information from children under the age of 13, nor will children under the age of 13 be allowed to register with The Hundred-Seven.

This Web site is not intended for children under the age of 13. The Hundred-Seven will not knowingly register or otherwise collect Personal Information from persons who identify themselves as being under the age of 13 during the registration process, without prior consent of such child's parent or guardian.

Content

All trademarks, computer code, text, logos, graphics, user interfaces, visual interfaces, photographs and artwork (collectively, "Content"), including but not limited to: the structure, design, selection, coordination, expression, and arrangement of all Content contained on the Site is owned, controlled or licensed by or to The Hundred-Seven, except where indicated, and is protected by copyright, patent laws, trademark laws, and many other intellectual property rights and unfair competition laws. This includes logos and images belonging to colleges and universities mentioned on the site.

No part of the Site nor any Content may be copied, reproduced in any way, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web site or other medium for any form of publication or distribution or for any commercial enterprise whatsoever, without The Hundred-Seven's express prior written permission except as expressly provided in these Terms of Use.

You may use any information on The Hundred-Seven's services made available by thehundred-seven.org for downloading from the Site, provided that you:

- Do not remove any proprietary notice language in any and/or all copies of such documents;
- Use such information only for your own personal, non-commercial purpose and do not copy or in any way display such information on any networked computer or broadcast it in any media or in any form;
- Make no modifications to any such information; and,
- Do not make any additional or supplementary representations or warranties relating to the content of the Site.

Disclaimers

The Hundred-Seven does not guarantee that the Site or any Content, service or feature will be error-free or uninterrupted; or that any defects will be corrected, or that your use of the Site will provide specific results. The Site and its content are delivered strictly on an "as-is" and "as-available" basis. All information provided on the Site is subject to change without notice. The Hundred-Seven cannot ensure that any of the files or any other data you download from the Site will be free of viruses or other contamination, or any other destructive features. The Hundred-Seven disclaims all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose. The Hundred-Seven disclaims any and all liability for the acts, omissions and the conduct of any third parties in connection with or related to your use of the Site and/or any services provided by The Hundred-Seven. You are completely responsible for your use of the Site and any linked sites therein. Your sole remedy against The Hundred-Seven for dissatisfaction with the site or any content is to stop using the site or any such content at once. This limitation of relief is a part of the bargain between the parties.

The above disclaimer applies to any damages, liability or other perceived injuries caused by any kind of failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use; whether for breach of contract, tort, negligence or any other cause of action, similar or otherwise.

The Hundred-Seven reserves the right to take any of the following actions, at any time it deems appropriate, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason it deems appropriate; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes; and (4) suspend or cancel any registered account for any reason it deems appropriate, including without limitation any violation of these Terms of Use.

Feedback and Information

Any feedback or communication you provide at this side shall be deemed as non-confidential. The Hundred-Seven is free to use such information on an unrestricted basis.

By posting messages, uploading files, inputting data, transmitting email or engaging in any form of communication (individually or collectively "Communications") to or through The Hundred-Seven Web site, you hereby grant to The Hundred-Seven a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Communications throughout the world, in all media now known or hereafter developed. You hereby waive all rights to any claim against The Hundred-Seven for any alleged or actual infringements of any propriety rights, rights to privacy and publicity, moral rights and rights of attribution in connection with such Communications.

You will be responsible for your own Communications and the consequences of posting or otherwise transmitting those Communications. The Hundred-Seven does not represent or guarantee the truthfulness, accuracy or reliability of any material posted or otherwise transmitted by The Hundred-Seven Web site users nor endorses any opinions expressed by such users. The Hundred-Seven reserves the right to expel users and prevent their further access to The Hundred-Seven Web site for violating this Agreement or violating the law. We maintain the right, but not the obligation, to remove Communications that are abusive, illegal, disruptive or otherwise problematic.

Governing Law: Dispute Resolution

You agree that all matters relating to access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the District of Columbia without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in

Washington, DC and you waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event that any controversy or dispute between The Hundred-Seven, The Adamas Group USA, LLC and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Indemnity

You agree to indemnify and hold The Hundred-Seven, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against The Hundred-Seven by any third party due to or arising out of or in connection with your use of the Site.

Links to Other Sites

This Site may contain links to various other, independent, third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors and said Linked Sites are not under The Hundred-Seven's control. The Hundred-Seven is not responsible for, nor does it endorse the content of any such Linked Sites, including any information or materials contained on or within such Linked Sites. The Hundred-Seven does not assume any responsibility or liability for the actions, product, content and/or information of these and other third parties and/or their web sites. It is your responsibility to call judgment regarding your interaction with the aforementioned Linked Sites.

Linking to Scholarships.com

You are welcome to [link](#) to any page on the Scholarships.com website. However, you may not include content from The Hundred-Seven on your site without express permission from The Hundred-Seven. All of our content has been copyrighted, thus protected by governing law and requiring the above-mentioned written consent for use by third parties.

Any The Hundred-Seven page that you link to must open in its unique url; you may not "frame" our content or in any way make the content appear to be a part of your or any other site. If you are interested in partnership opportunities, such as a The Hundred-Seven's college listing service for your site, please [contact our business development department](#).

The Hundred-Seven's logos and/or trademarks cannot be used for linking to us without express permission. Requests for permission to use Scholarships.com content, trademarks, or logos should be submitted via [email](#). The Hundred-Seven reserves the right to refuse permission at its sole discretion.

The Hundred-Seven reserves the right to determine whether a link to its site is inappropriate in any way and reserves the right to require you, for any reason, to discontinue all or any links from your site or a site hosted by you. Should you receive such a request, you must immediately remove the specified links.

Limitation of Liability

In no event, where prohibited by law, will The Hundred-Seven be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if the Hundred-Seven has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, The Hundred-Seven is found to be liable to you for any kind of damage or loss which arises from or is in any way connected with your use of the Site or any Content, in no event shall the Hundred-Seven liability ever exceed the greater of

- The total of any fees with respect to any service or feature of or on the Site paid in the three months prior to the date of the initial claim made against The Hundred-Seven
- \$250 US currency

Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Miscellaneous

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and The Hundred-Seven with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and The Hundred-Seven with respect to such use are hereby superseded and cancelled. The Hundred-Seven will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. The Hundred-Seven's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by The Hundred-Seven of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between The Hundred-Seven and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

Privacy Policy

[To view The Hundred-Seven's Privacy Policy, click here.](#) The Hundred-Seven's Privacy Policy applies to use of this Site, and the terms are made a part of these Terms of Use by this reference. Additionally, by using the Site, you agree that Internet transmissions are never completely private or secure and that The Hundred-Seven cannot and will not be held accountable for the aforementioned potential lack of Internet transmission security. You understand and agree that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is via a secure server.

Purchases: Terms and Conditions

Additional terms and conditions may apply to purchases of goods or services and to specific sections or features of the Site, including all contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this very reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of the required legal age to use or participate in said service or feature. If there is any conflict between these Terms of Use and the terms posted for, or applicable to, a specific portion of the Site or for any service offered on or through the Site, the latter terms shall have control with respect to your use of that portion of the Site or that specific service.

The Hundred-Seven may make changes to any services or any products offered on the Site, or to the applicable prices for any services or any products, at any time, without notice. The materials on the Site with respect to products and services may be outdated, and The Hundred-Seven makes no commitment to update the materials on the Site with respect to the aforementioned products and services.

The Hundred-Seven's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

Each of these policies may be changed from time to time and are effective immediately upon posting such changes on the Site.

Use of the Site

You are not, under any circumstance, to use any "deep-link," "page-scrape," "robot," "spider," or any other such automatic device, program, algorithm or methodology, or any similar manual or automated process, to copy, access or monitor or otherwise acquire any portion of the Site or any Content therein, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content therein, to obtain or attempt to obtain any materials, documents or any other such information through any means not purposely made available through the Site. The Hundred-Seven reserves the right to bar any such activity.

You may not probe, scan, or test the vulnerability of the Site or any network that is connected to the Site, nor may you breach the security or authentication measures that are in place on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of and/or visitor to the Site, or any other customer of The Hundred-Seven, including any The Hundred-Seven account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You may not attempt to gain unauthorized access to any portion nor any feature of the Site, nor may you attempt to view or access any other systems or networks connected to the Site nor may you attempt to gain access to any The server, nor to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

By using the Site, you agree that you will not take any action that imposes an unreasonable or disproportionately large load on the servers or any part of the infrastructure of the Site or The Hundred-Seven's systems or networks, or any other systems or networks connected to the Site or to The Hundred-Seven.

You agree not to use any device, routine or software to interfere or attempt to interfere with the proper and efficient working of the Site or any transaction being conducted on the Site, or with any person's use of the Site.

You may not use the Site or any Content therein for any purpose that is unlawful, fraudulent or in any way prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of The Hundred-Seven or others.

You may not forge headers, manipulate, or otherwise disguise identifiers in order to hide the origin of any message or transmittal you send to The Hundred-Seven on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

Violation of Terms of Use

The Hundred-Seven reserves the right to investigate and take legal action against any illegal and/or unauthorized use of the Site. The Hundred-Seven's decision not to pursue legal action for any violation of these Terms of Use shall not be construed as a waiver of any provision of the Terms of Use or The Hundred-Seven's legal rights. The Hundred-Seven may prohibit you from using or accessing the Site, in whole or in part, for any or no reason, at any time, in its sole discretion, without notifying you. The

Hundred-Seven may disclose any information we have about you (including your identity) if we have determined that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) The Hundred-Seven's rights or property, or the rights or property of visitors to or users of the Site, including The Hundred-Seven's customers. The Hundred-Seven reserves the right at all times to disclose any information that The Hundred-Seven deems necessary to comply with any applicable law, regulation, legal process or governmental request. The Hundred-Seven also may disclose your information if and when it has been determined that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that The Hundred-Seven may preserve transmittal or communication by you with The Hundred-Seven through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or The Hundred-Seven determines that such preservation or disclosure is reasonably necessary to:

- Comply with legal process
- Enforce these Terms of Use
- Respond to claims that any such data violates the rights of others
- Protect the rights, property or personal safety of The Hundred-Seven, its employees, users of or visitors to the Site, and the public.

If The Hundred-Seven takes any legal action against you as a result of your violation of these Terms of Use, The Hundred-Seven will be entitled to recover from you, and you will agree to pay, all reasonable attorneys' fees and costs of any such action, in addition to any other relief granted to The Hundred-Seven. You agree that The Hundred-Seven will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

This Agreement and our Privacy Policy contain the entire agreement between you and The Hundred-Seven with respect to this Site. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and The Hundred-Seven with respect to the Site. Any rights not expressly granted herein are reserved.

Void Where Prohibited

The Hundred-Seven administers and operates the www.thehundred-seven.org Site from a location in Washington, District of Columbia, USA. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. The Hundred-Seven reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so by your own initiative and you are solely responsible for complying with applicable local laws.

Last Edited: January 2017