

## **Terms and Conditions of Use of GoToCollegeFairs.com**

### **1 Acceptance The Use Of GoToCollegeFairs.com Terms and Conditions**

Your access to and use of GoToCollegeFairs.com is subject exclusively to these Terms and Conditions. You will not use GoToCollegeFairs.com for any purpose that is unlawful or prohibited by these Terms and Conditions. By using GoToCollegeFairs.com you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using GoToCollegeFairs.com.

### **2 Customer Responsibilities**

*Customer is responsible for damage to equipment due to abuse, misuse, or negligence. Equipment shall be returned to GOTOCOLLEGEFAIRS.COM in good condition and repair, wear from reasonable and proper use excepted. Customer is responsible for loss or damage to equipment from theft, mysterious disappearance, fire or any other cause. In accepting liability for the safe keeping of all rented equipment, Customer agrees to pay GOTOCOLLEGEFAIRS.COM the replacement cost (\$600.00 as determined by the manufacturer's current list price) of any such equipment which Customer is for any reason unable to return to GOTOCOLLEGEFAIRS.COM at the end of the rental period. Customer shall return the equipment to GOTOCOLLEGEFAIRS.COM in accordance with standard rental agreement period. Customer agrees to indemnify and hold harmless GoToCollegeFairs.com , and the employees and agents of GoToCollegeFairs.com (each an "Indemnified Party") against any losses, legal fees, claims, data-loss, damages, liabilities, penalties, actions, proceedings or judgments (collectively, "Losses") to which an Indemnified Party may become subject and which Losses arise out of, or relate to this Agreement.*

### **3 GOTOCOLLEGEFAIRS.COM Credit Card Acceptance and Security Policy**

GOTOCOLLEGEFAIRS.COM protects and secures all credit card data collected, regardless of how it is stored (physically or electronically, including but not limited to account information, card imprints, correspondence and Terminal Identification Numbers). GOTOCOLLEGEFAIRS.COM strictly observes and enforces this policy to ensure that GOTOCOLLEGEFAIRS.COM customer information and privacy is protected in compliance with the Payment Card Industry Data Security Standard (PCI DSS).

The following measures are observed to ensure that GOTOCOLLEGEFAIRS.COM Customer Data is secured:

- Only approved processing software programs and hardware with secure communication protocols and/or encrypted connections are used for the processing of electronic transactions. .
- Access for credit card and/or electronic payment data and processing is limited to essential personnel who have completed cash handling training or are authorized on a 'need to know' basis.
- Email is **not used** to transmit credit card payment information.
- If the use of email is necessary, only the last four digits of the credit card number are displayed.
- Fax transmissions, (both sending and receiving) of credit card and electronic payment information is strongly discouraged. If necessary, transmissions are strictly limited to those fax machines whose access is secured and restricted to authorized individuals only.
- **All transactions must be processed immediately and documents containing cardholder and card information must be shredded.**
- **The card-validation code of a credit card is never stored in any form.**
- **All but the last four digits of any credit card account number are masked if credit card data is displayed.**
- **All credit card and electronic payment data that is no longer deemed necessary or appropriate to store is destroyed or rendered unreadable.**
- **The processing and storage of personally identifiable credit card or electronic payment information on GOTOCOLLEGEFAIRS.COM computers and servers is prohibited.**
- **Credit card or electronic payment information is never downloaded onto any portable devices such as USB flash drives, compact disks, laptop computers or personal digital assistants.**
- No credit card receipt, document, or correspondence of any kind, referencing the transaction shall include more than the last four digits of the account number or the month and year of the expiration date.
- No GOTOCOLLEGEFAIRS.COM employee, contractor or agent who obtains access to credit card or other personal payment information may sell, purchase, provide, or exchange said information in any form to any third party other than to the GOTOCOLLEGEFAIRS.COM's acquiring bank, depository bank, Visa, MasterCard or other credit card GoToCollegeFairs.com, or pursuant to a government request.

- All requests to provide information to any outside party must be reviewed and approved in advance by the Controller or their designee.

#### **4 Advice**

The contents of GoToCollegeFairs.com website do not constitute advice and should not be relied upon in making or refraining from making any decision.

#### **5 Change of Use**

GoToCollegeFairs.com reserves the right to:

5.1 change or remove (temporarily or permanently) GoToCollegeFairs.com or any part of it without notice and you confirm that GoToCollegeFairs.com shall not be liable to you for any such change or removal and.

5.2 change these Terms and Conditions at any time, and your continued use of GoToCollegeFairs.com following any changes shall be deemed to be your acceptance of such change.

#### **6 Links to Third Party Websites**

GoToCollegeFairs.com website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

#### **7 Copyright**

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#### **8 Disclaimers and Limitation of Liability**

8.1 GoToCollegeFairs.com is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

8.2 To the extent permitted by law, GoToCollegeFairs.com will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of GoToCollegeFairs.com.

8.3 GoToCollegeFairs.com makes no warranty that the functionality of GoToCollegeFairs.com will be uninterrupted or error free, that defects will be corrected or that GoToCollegeFairs.com or the server that makes it available are free of viruses or anything else which may be harmful or

destructive.

8.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of GoToCollegeFairs.com for death or personal injury as a result of the negligence of GoToCollegeFairs.com or that of its employees or agents.

## **9 Indemnity**

You agree to indemnify and hold GoToCollegeFairs.com and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against GoToCollegeFairs.com arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

## **10 Severance**

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## **11 Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the law of USA and you hereby submit to the exclusive jurisdiction of the USA courts.

For any further information please email [webmaster](mailto:webmaster)