

**Illinois Reform Commission
Terms of Use
Last Revised: March 17, 2009**

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE.

These terms and conditions of use ("Website Terms") apply exclusively to your access to, and use of, the Website of THE Illinois Reform Commission, located at www.reformillinoisnow.com (the "Website"). These Website Terms do not alter in any way the terms or conditions of any other agreement you may have with the Illinois Reform Commission or its affiliates. If you are using the Website on behalf of any entity, you represent and warrant that you are authorized to accept these Website Terms on such entity's behalf, and that such entity agrees to indemnify you and the Illinois Reform Commission for violations of these Website Terms.

The Illinois Reform Commission reserves the right to change or modify these Website Terms or any policy or guideline of the Website, at any time and in its sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the Website, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Website following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Website Terms and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Website. If you do not agree to the amended terms, you must stop using the Website.

1. Privacy Policy. Please refer to our Privacy Policy for information on how the Illinois Reform Commission collects, uses and discloses personal information from its users.
2. Copyright and Limited License. The Website and all text, graphics, information and other content and materials on the Website (the "Website Materials") are the proprietary property of the Illinois Reform Commission or its licensors or users and are protected by U.S. and international copyright laws. You are granted a limited, non-sublicensable license to access and use the Website for your informational, non-commercial and internal business use only. Such license is subject to these Website Terms and does not include: (a) any resale or commercial use of the Website or the Website Materials therein; (b) the distribution, public performance or public display of any Website Materials; (c) modifying or otherwise making any derivative uses of the Website and the Website Materials; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) any portion of the Website, the Website Materials or any information contained therein, except as expressly permitted on the Website; or (f) any use of the Website or the Website Materials other than for its intended purpose. Any use of the Website or the Website Materials other than as specifically authorized herein, without the prior written permission of the Illinois Reform Commission, is strictly prohibited, will terminate the license granted herein and violates the Illinois Reform Commission's rights and applicable law. This license is revocable at any time.
3. Repeat Infringer Policy. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, the Illinois Reform Commission has adopted a policy of terminating, in appropriate circumstances and at the Illinois Reform Commission's sole discretion, subscribers or account holders who are deemed to be repeat infringers. the Illinois Reform Commission may also, at its sole discretion, limit access to the Website and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.
4. Copyright Complaints. If you believe that anything on the Website infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement: Rosa Ravelo

Full Address of Designated Agent to Which Notification Should be Sent: 131 S. Dearborn St., Suite 1700, Chicago, IL 60603

Telephone Number of Designated Agent: (312) 324-8578

Facsimile Number of Designated Agent: (312) 324-9578

E-Mail Address of Designated Agent: IRC_DMCA@perkinscoie.com

5. Trademarks. The Illinois Reform Commission, the Illinois Reform Commission logo and any slogan contained in the Website are trademarks of the Illinois Reform Commission and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of the Illinois Reform Commission or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "the Illinois Reform Commission" or any other name, trademark or service name of the Illinois Reform Commission without our prior written permission. All other trademarks, registered trademarks and company names or logos mentioned in the Website are the property of their respective owners. Reference to any products, services, processes or other information does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

6. Hyperlinks. You are granted a limited, non-exclusive right to create a text hyperlink to the Website for noncommercial purposes, provided such link does not portray the Illinois Reform Commission or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking Website does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a the Illinois Reform Commission logo or other proprietary graphic of the Illinois Reform Commission to link to this Website without the express written permission of the Illinois Reform Commission. Further, you may not use, frame or utilize framing techniques to enclose any the Illinois Reform Commission trademark, logo or other proprietary information, including the images found at the Website, the content of any text or the layout/design of any page or form contained on a page on the Website without the Illinois Reform Commission's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of the Illinois Reform Commission or any third party.
7. Third Party Content. The Illinois Reform Commission may provide third party content on the Website and may provide links to web pages and content of third parties (collectively the "Third Party Content") as a service to those interested in this information. The Illinois Reform Commission does not monitor or have any control over any Third Party Content or third party websites. The Illinois Reform Commission does not endorse or adopt any Third Party Content and can make no guarantee as to its accuracy or completeness. The Illinois Reform Commission does not represent or warrant the accuracy of any information contained therein and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content at their own risk. When you leave the Website, whether through a hyperlink or otherwise, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Website to which you navigate from the Website.
8. Third-Party Services. The Illinois Reform Commission may provide information about or links to third-party services on the Website. Your dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. The Illinois Reform Commission is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such third party information on the Website.
9. Submissions. You agree that any questions, comments, suggestions, ideas, plans, notes, drawings, materials or other information regarding the Website, the Illinois Reform Commission or the Illinois Reform Commission's products or services that are submitted to the Illinois Reform Commission by you are non-confidential and shall become the sole property of the Illinois Reform Commission. the Illinois Reform Commission shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.
10. User Content and Interactive Services or Areas. The Website may include comments, discussion forums, chat rooms or other interactive areas or services ("Interactive Areas"), in which you or other users create, post or store messages, information, content or other items on the Website ("User Content"). You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Website any of the following:
 - a. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
 - b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or that would otherwise create liability under or violate any local, state, national or international law;
 - c. User Content that infringes or violates any patent, trademark, trade secret, copyright or other intellectual or proprietary right;
 - d. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
 - e. Unsolicited promotions, political campaigning, advertising or solicitations;
 - f. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
 - g. Viruses, corrupted data or other harmful, disruptive or destructive files; or
 - h. User Content that, in the sole judgment of the Illinois Reform Commission, is objectionable or which may expose the Illinois Reform Commission or its users to any harm or liability of any type.

You are solely responsible for your use of such Interactive Areas and use them at your own risk. The Illinois Reform Commission takes no responsibility and assumes no liability for any User Content posted on the Website or for any loss or damage thereto. As a provider of interactive services, the Illinois Reform Commission is not liable

for any statements, representations or User Content provided by its users on the Website. Although the Illinois Reform Commission has no obligation to screen, edit or monitor any of the Content posted in any Interactive Area, the Illinois Reform Commission reserves the right to remove, screen, monitor or edit any User Content at any time in its sole discretion without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Website at your sole cost and expense.

You grant the Illinois Reform Commission and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content on or in connection with the Website. You grant the Illinois Reform Commission and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Website; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Website Terms and will not violate any rights of or cause injury to any person or entity.

11. Registration Data; Account Security. In consideration of your use of the Website, you agree to: (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Website ("Registration Data"); (b) maintain the security of your password and identification, if you have one; (c) maintain and promptly update the Registration Data, and any other information you provide to the Illinois Reform Commission, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to the Illinois Reform Commission.
12. Indemnification. You agree to defend, indemnify and hold harmless the Illinois Reform Commission, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content you post, store or otherwise transmit on or through the Website or your use of the Interactive Areas.
13. Disclaimer. THE WEBSITE AND THE WEBSITE MATERIALS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE ILLINOIS REFORM COMMISSION DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE WEBSITE AND THE INFORMATION, CONTENT AND WEBSITE MATERIALS THEREIN. THE ILLINOIS REFORM COMMISSION DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR THE WEBSITE MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. THE ILLINOIS REFORM COMMISSION DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. THE ILLINOIS REFORM COMMISSION RESERVES THE RIGHT TO CHANGE THE WEBSITE AND ALL CONTENT, FEATURES AND SERVICES AVAILABLE THROUGH THE WEBSITE AT ANY TIME WITHOUT NOTICE.
14. Limitation of Liability. IN NO EVENT SHALL THE ILLINOIS REFORM COMMISSION, ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WEBSITE, THE SERVICES, THE USER CONTENT OR THE WEBSITE MATERIALS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE ILLINOIS REFORM COMMISSION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE WEBSITE, THE SERVICES, THE USER CONTENT OR THE WEBSITE MATERIALS EXCEED TWO HUNDRED DOLLARS.
15. Applicable Law and Venue. These Website Terms and your use of the Website shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions to the contrary. You agree that any action at law or in equity arising out of or relating to these Website Terms shall be filed only in the state and federal courts located in Cook County, Illinois and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Website Terms.
16. Termination. Notwithstanding any of these Website Terms, the Illinois Reform Commission reserves the right, without notice and in its sole discretion, to terminate your license to use the Website and to block or prevent your access to and use of the Website.
17. Severability. If any provision of these Website Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Website Terms and shall not affect the validity and enforceability of any remaining provisions.
18. Questions and Contact Information. If you have any questions or comments about these Website Terms or the practices relating to this Website, please contact us at rravelo@perkinscoie.com and we will endeavor to respond to your inquiry. You may also contact us by mail at the following address: 131 S. Dearborn St., Suite 1700, Chicago, IL 60603.