

National Alumni Career Mobility Survey

Terms of Use

The following represents the informed consent agreement that each alum will agree to prior to taking the NACM Survey, by clicking an 'I agree to the survey term' check box.

Acceptance

1. This Alumni Survey (the “Survey”) is offered by Career Leadership Collective, LLC, (the “Company”) on behalf of itself and its partners, which include a number of Universities. Should the survey be offered on behalf of a partner, the logo or branding of such University may be prominently featured.

2. BY TAKING THE SURVEY YOU AGREE TO THE FOLLOWING TERMS OF USE.

3. Taking the Survey indicates you have read and understood the Terms of Use (the “Terms”).

4. The Company reserves the right to modify these Terms at the Company’s discretion. The Company may provide notice of such modifications, but notice is not required.

5. Any notice of the modification may be provided through the Survey, email, or other manner of communication determined by the Company to be effective to provide such notice.

6. You, the user, are encouraged to review these Terms on a regular basis and you agree to be bound by any such modifications.

7. These Terms are by and between you and the Company. No third-party rights or benefits are intended, created, or conferred by these Terms.

Survey

8. The Survey is designed to collect certain information including but not limited to information about your career, you, and such other information as will assist Universities in providing additional or different services.

9. The Company may provide the Survey and transfer all raw data collected to your University, if the Survey is conducted in conjunction with your University.

10. The Company may provide the Survey and transfer all aggregated data to any and all of its University partners. Such aggregated will be anonymized.

11. The Survey may provide links to third-party websites for a variety of reasons, including to access the Company's social media, University websites or social media, or other integration deemed necessary by the Company.

12. Such third-party websites are not owned or controlled by the Company and Company expressly disclaims the content, opinions, policies, practices, and all other aspects of any linked third-party website.

13. Such links are provided for your convenience and reference. The Company expressly states that the use of such third-party websites are governed by the third-party website and any legal agreements or otherwise provided by the third-party website.

14. Should you elect to exercise the right to erasure under applicable law, the Company shall notify the appropriate University. Such University may contact you and work through the process.

Privacy

Privacy Policy

15. This Privacy Policy outlines the nature, purpose, use and sharing of any Personally Identifiable Information ("PII") collected via the Survey or other data collection function. PII may include: your name, email, mailing and/or home address, phone numbers, or other information that identifies you personally.

16. Specifically, PII is the details and data identified at the definition of PII at Colorado Revised Statute § 6-1-713(2)(a) or such other United States Law as governs your PII. PII also includes "Personal Data" as defined by Regulation 2016/679 (General Data Protection Regulation) in Article 4. To the extent practical, the Company or such Universities shall operate as 'controller' as defined in the same, depending on the situation.

17. For questions or concerns about your data, please contact the Company through the Contact Us page. Should the Company not be the controller, the Company will make an effort to connect you with the correct party.

18. Any other data that is not statutorily PII may be protected to the extent PII is protected, however under no circumstances shall the definition of PII in these terms be read to be more expansive than provided by applicable law.

19. Generally, PII is collected by voluntary submission by taking the Survey. By doing so, you are giving the Company permission to use the information for the purpose requested by the Company. Your decision not to provide certain information may result in the

Company being unable to provide the service desired. This Survey is completely voluntary and under no circumstances will you face a negative consequence for electing out of this Survey.

20. If you voluntarily provide PII, through forms or email, the Company will use that information to help provide the information or service requested or to respond to you.

21. The Survey does not utilize tracking software such as cookies to collect data, only the submitted replies are collected.

22. Should you provide your email address, the Company may provide you invitations to take additional relevant surveys should such surveys be implemented.

23. The Company may automatically collect information about each visit for website management and security purposes only. Such information helps update the website. Such information may include: (i) the internet domain from which you access the website, (ii) the internet protocol address from which you access the website, (iii) the type of browser used, (iv) the operating system used to access the website, (v) the date and time of access, (vi) the universal resource locator (“URL”) or address of the pages visited, (vii) log in information such as username, and (viii) the URL of any forwarding site.

24. The automatically collected information is provided for our web development team.

25. Any information you voluntarily submit, either through a form or other means, shall be kept in the same manner as all collected PII.

26. The Company shall own data representing the Survey responses and may sell none, some, or all right and title to the Survey responses to the appropriate University, if applicable. If the Survey is conducted absent a University, such Survey responses may be anonymized and sold.

27. The use of social media websites and third-party websites by you or the Company must comply with the privacy policies of such social media websites and third-party websites. As such, more data may be collected based on plug-ins or application uses on the Company website of such social media websites and third-party websites.

28. Any PII collected is secured to the best available standards behind protections such as firewalls, secure socket layer, encryption, password protections, and other reasonable precautions.

29. Should the Company be hacked and your PII be stolen, the Company, pursuant to conscious and the requirements of law, will notify you as soon as possible.

30. All PII or submitted information shall be held as confidential information, except as otherwise provided.

User Created Content

Copyright

31. To the extent the you submit comments, testimonials, or other copyrightable materials, the Company explicitly disclaims any right and ownership to such materials.

32. To the extent the submitted Survey results are provided to a University, the Company explicitly disclaims any right or ownership to such materials and you provide a non-exclusive, permanent license for the Universities to process and analyze such Survey results. To the extent testimonials or other information to be posted by the University is collected in the Survey, you give a non-exclusive, permanent license to the University for such purpose.

33. Submission of the Survey including any copyrightable materials shall be in such manner as the Company permits.

General

34. Assignment: This Agreement cannot be assigned, except for any successors to the Company.

35. Choice of Venue: To the extent litigation arises with the Company from these terms, you agree all such litigation will take place in the Federal District of Colorado or the State courts of Colorado located in Larimer County, Colorado.

36. Choice of Law: These Terms shall be interpreted according to the laws of the State of Colorado and the laws of the United States of America.

37. Full and Complete: These Terms are the full and complete understanding by and between you and the Company.

38. Attorney's fees: A prevailing party on any issue arising out of these Terms shall be entitled to Attorney's Fees.

39. Waiver: A waiver of any right or duty outlined in these Terms based upon circumstances is a waiver of an individual instance of such right or duty. Such a waiver is not a waiver for all time of the right or duty.

40. Severability: Should any provision be found by any Court to be illegal or ineffective as a matter of law, such provision shall be struck immediately and be given no weight or effect.