THE ART INSTITUTES’ BEHANCE GALLERY
TERMS OF SERVICE

IMPORTANT: THIS IS A LEGAL AGREEMENT BETWEEN YOU (“YOU”) AND THE ART INSTITUTES (TOGETHER WITH ITS PARENT, SUBSIDIARIES, OFFICERS, DIRECTORS, AND AFFILIATES, “THE ART INSTITUTES”). THE ART INSTITUTES IS WILLING TO GRANT YOU ACCESS TO BEHANCE GALLERY (DEFINED BELOW) ONLY IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THESE TERMS OF USE (THE "AGREEMENT"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE AGREETING WITH IT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THE ART INSTITUTES WILL NOT PROVIDE THE RIGHTS CONTAINED HEREIN TO YOU, INCLUDING ACCESS TO BEHANCE GALLERY. BY ACCESSING BEHANCE GALLERY, YOU SIGNIFY YOUR ACCEPTANCE OF THIS AGREEMENT.

THE ART INSTITUTES MAY, AT ANY TIME AND IN ITS SOLE DISCRETION, CHANGE THE TERMS OF THIS AGREEMENT. CHANGES WILL BE POSTED ON BEHANCE GALLERY AND SHALL BECOME EFFECTIVE IMMEDIATELY AS OF POSTING. IF YOU USE BEHANCE GALLERY AFTER ANY SUCH CHANGES BECOME EFFECTIVE, YOU AGREE TO BE BOUND BY THE CHANGES. FOR THIS REASON, WE RECOMMEND THAT YOU REVIEW ANY MODIFICATION TO THIS AGREEMENT POSTED ON BEHANCE GALLERY.

BEHANCE GALLERY (INCLUDING ALL SOFTWARE CONTAINED IN BEHANCE GALLERY AT ANY TIME) IS OR MAY BECOME PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER APPLICABLE INTELLECTUAL PROPERTY LAWS AND TREATIES. YOU EXPRESSLY AGREE THAT THE ART INSTITUTES OR ITS LICENSORS OWN AND SHALL CONTINUE TO OWN BEHANCE GALLERY AND ALL SUBSEQUENTLY DEVELOPED IMPROVEMENTS TO AND DERIVATIVE WORKS BASED ON BEHANCE GALLERY.

1. Behance Gallery.

The Art Institutes, through itself and its licensors, provides a collection of online resources subject to this Agreement (the “Behance Gallery”). By using Behance Gallery in any way, you are agreeing to comply with the Agreement. In addition, when using particular Behance Gallery resources, you agree to abide by any applicable posted guidelines related to such resources, which may change from time to time. Should You object to any term or condition of the Agreement, any guidelines posted on Behance Gallery, or any subsequent modifications hereto, or if You become dissatisfied with Behance Gallery in any way, Your only recourse is to immediately discontinue use of Behance Gallery. The Art Institutes has the right, but is not obligated, to strictly enforce the Agreement through self-help, community moderation, active investigation, litigation, and prosecution.
2. **Grant of Rights; Limitations on Use.**

   a. Subject to the terms of this Agreement, The Art Institutes grants You a limited, revocable, non-transferable, non-exclusive, right to access Behance Gallery only for noncommercial purposes.

   b. All rights not specifically granted by this Agreement are expressly reserved for The Art Institutes and/or third parties, including the licensors of The Art Institutes. This is a license, not a sale. Nothing in this Agreement shall be construed to transfer any ownership rights in Behance Gallery, any of its components, or any other intellectual property to You.

   c. You understand that all postings, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from Behance Gallery, are the sole responsibility of the person from whom such Content originated. More specifically, You are entirely responsible for all Content that You post, email or otherwise make available via Behance Gallery. You understand that The Art Institutes does not control, and is not responsible for Content made available through Behance Gallery, and that by using Behance Gallery, You may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Furthermore, Behance Gallery and the Content available through Behance Gallery may contain links to other websites, which are completely independent of The Art Institutes. The Art Institutes makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Your linking to any other websites is at Your own risk. You agree that You must evaluate, and bear all risks associated with, the use of any Content, that You may not rely on said Content, and that under no circumstances will The Art Institutes be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via Behance Gallery. You acknowledge that The Art Institutes may not pre-screen or approve Content, but that it reserves the right to do so, including the full right (but not the obligation), in its sole discretion, to refuse, delete or move any Content that is available via Behance Gallery for any reason.

   d. You agree not to post, email, or otherwise make available Content: (a) that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way; (b) that is pornographic or obscene; (c) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; (d) that impersonates any person or entity, including, but not limited to, an officer, director, employee, or faculty member of The Art Institutes or falsely states or otherwise misrepresents Your affiliation with a person or entity; (e) that includes personal or identifying information about another person without that person's explicit consent; (f) that is false, deceptive, misleading, deceitful, or misinformative; (g) that infringes any patent, trademark, trade secret, copyright or other proprietary rights
of any party, or Content that You do not have a right to make available under any law or under contractual or fiduciary relationships; (h) that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisements; (i) that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items the sale of which is prohibited or regulated by laws in any jurisdiction; (j) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (k) that disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to Behance Gallery, or that otherwise negatively affects other users' ability to use Behance Gallery; or (l) that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through Behance Gallery.

e. Additionally, You agree not to: (a) contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose; (b) "stalk" or otherwise harass any user on Behance Gallery; (c) collect personal data about other users for commercial or unlawful purposes; (d) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from Behance Gallery; (e) attempt to gain unauthorized access to The Art Institutes' computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of Behance Gallery; (f) use any form of automated device or computer program that enables the submission of postings on Behance Gallery without each posting being manually entered by the author thereof (an "Automated Device"), including without limitation, the use of any such Automated Device to submit postings in bulk, or for automatic submission of postings at regular intervals; (g) use the Behance Gallery in any manner that violates The Art Institutes Privacy Policy (as amended from time to time at http://www.artinstitutes.edu/privacy-policy.aspx).

f. You understand and agree that any unauthorized use of The Art Institutes computer systems is a violation of this Agreement and may violate certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. §§ 1030 et seq.), Section 502 of the California Penal Code and Section 17538.45 of the California Business and Professions Code. Such violations may subject the sender and his or her agents to civil and criminal penalties.

ANY BREACH OF THE TERMS AND CONDITIONS IN THIS SECTION 2 SHALL IMMEDIATELY TERMINATE YOUR LICENSE UNDER THIS AGREEMENT AND MAY SUBJECT YOU TO ADDITIONAL CLAIMS BY THE ART INSTITUTES OR THIRD PARTIES. YOUR LICENSE IS CONDITIONED UPON YOUR COMPLIANCE WITH THE TERMS OF THIS AGREEMENT. YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.
3. **Accounts.**

   a. You acknowledge and agree that (1) registration to use Behance Gallery is limited to students, faculty, and staff of the Art Institutes; (2) by registering for Behance Gallery you represent and warrant that you are a current student, faculty member, or staff at the Art Institutes, and (3) the information you provide in connection with your registration for Behance Gallery is true, accurate, current and complete (such information being the "Registration Data"). You further agree that, in providing such Registration Data, You will not knowingly omit or misrepresent any material facts or information and that You will promptly enter corrected or updated Registration Data via Behance Gallery, or otherwise advise us promptly in writing of any such changes or updates. You consent and authorize us to verify Your Registration Data as required for Your use of and access to Behance Gallery, as applicable. Once You subscribe to Behance Gallery, You shall receive a unique user ID (or be required to use a unique email address as such user ID) and password in connection with Your account (collectively referred to herein as "IDs"). You agree that You will not allow another person to use Your IDs to access and use Behance Gallery under any circumstances. You are solely and entirely responsible for maintaining the confidentiality of Your IDs and for any charges, damages, liabilities or losses incurred or suffered as a result of Your failure to do so. We are not liable for any harm caused by or related to the theft of Your IDs, Your disclosure of Your IDs, or Your authorization to allow another person to access and use Behance Gallery using Your IDs. Furthermore, You are solely and entirely responsible for any and all activities that occur under Your account. You agree to immediately notify us of any unauthorized use of Your account or any other breach of security known to You. You acknowledge that the complete privacy of Your data and messages transmitted while using Behance Gallery cannot be guaranteed. You further acknowledge and agree that The Art Institutes may terminate Your account, and thus Your access to Behance Gallery, in its sole discretion and at any time.

   b. You may disable or deactivate Your account at any time by providing written notice to The Art Institutes or accessing the applicable deactivation link provided through Behance Gallery (if available); provided, however, that You agree that by accessing Behance Gallery at any time after deactivation of Your Account that You are bound by the terms of this Agreement.

   c. If You are a student at The Art Institutes, You acknowledge and agree that The Art Institutes may terminate this Agreement and Your Account after Your graduation from The Art Institutes. Your further agree that You are responsible for saving, archiving, and/or backing up all information prior to that time. The Art Institutes shall not be liable for any information lost when Your Account is terminated after graduation.
   
a. You acknowledge and agree that Behance Gallery and its components may be protected by patents, copyrights, trademarks, service marks, trade secrets, international treaties and/or other proprietary rights and laws of the United States and other countries. You agree to abide by all applicable intellectual property laws and all other laws applicable to You under this Agreement.

b. You expressly acknowledge and agree that The Art Institutes or third parties working with The Art Institutes own and will continue to own all right, title, and interest in and to Behance Gallery, including all improvements and derivative works based on such materials even if You create or help create such improvements or derivative works. You may not remove or alter any logos, copyright notices, trademark registration notices, patent numbers, or other proprietary notice, legends, or symbols included on any portion of Behance Gallery.

c. The Art Institutes grants no rights and makes no warranties with regard to the use of names, people, trademarks, trade dress, logo types, registered, unregistered, or copyrighted designs or works of art or architecture or other forms of intellectual property depicted on Behance Gallery. You must satisfy Yourself that all the necessary rights, consents, or permissions regarding any of the above have been obtained. You acknowledge that some jurisdictions provide legal protection against a person’s image, likeness, or property being used for commercial purposes without their consent. The Art Institutes does not warrant the legality of Behance Gallery in any way.

5. Termination; Modification of Behance Gallery.
   
a. You acknowledge and agree that The Art Institutes makes Behance Gallery available to You at its sole discretion, and that The Art Institutes may terminate access at any time. You further acknowledge and agree that The Art Institutes has no obligation to provide You with Behance Gallery or any of the materials made available through Behance Gallery.

b. You agree that The Art Institutes may change, modify, or otherwise alter the materials provided to You, including changing Behance Gallery or other access point or any other modifications that The Art Institutes deems necessary in its sole discretion.

c. This Agreement is effective until terminated. You can terminate this Agreement by ceasing use of Behance Gallery and providing The Art Institutes written notice to that effect (or, if applicable, notice may be provided by accessing a link on Behance Gallery provided by The Art Institutes for termination of Your Account). The Art Institutes reserves the right to terminate this Agreement for any reason, including Your failure to comply with any provision of this Agreement. Upon termination for any reason, You must immediately cease using and delete Behance Gallery and all materials obtained through Behance Gallery as well as and
destroy all non-electronic copies of materials obtained through Behance Gallery. You agree that accessing Behance Gallery at any time after You have terminated this Agreement will be deemed a renewed assent to the terms of this Agreement.

6. Your Content; Licenses; Infringement Notice.

   a. The Art Institutes does not claim ownership of any Content (including but not limited to photos, text, video, music, or any other media fixed in a tangible medium) that You submit or make available for inclusion on Behance Gallery. With respect to Your Content, You grant The Art Institutes a worldwide, royalty-free, transferable, fully-paid, perpetual license to use the Content, with the right to sublicense. Those rights included, but are not limited to, a right to distribute, reproduce, modify, adapt, translate, publish, create derivative works, publicly perform and publicly display the Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed. Except as otherwise described in the Art Institutes’ Privacy Policy, as between You and the Art Institutes, any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with the Art Institutes with respect to the Behance Gallery is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place the Art Institutes in a position that is any different from the position held by members of the general public, including with regard to the Content. None of the Content will be subject to any obligation of confidence, and the Art Institutes will not be liable for any use or disclosure of any Content. You agree that the Art Institutes is not responsible for, and does not endorse, Content posted within Behance Gallery. If the Content You submit violates this Agreement, you may bear legal responsibility for that Content.

   b. The Art Institutes may select the Content You submit to the Behance Gallery for inclusion in advertising or promotion materials related to the Art Institute. You expressly acknowledge and agree that such use is within the license rights granted to the Art Institutes under this Agreement and that the Art Institutes shall not be liable to You for any compensation and shall not be required to provide You with specific notice in connection with such a use of the Content.

   c. You should not use or rely upon Behance Gallery for backup and/or storage of Your information. You expressly waive any claims related to any loss of Your information on or through Behance Gallery. You are encouraged to make personal copies and archives of any information You submit to or through Behance Gallery.

   d. If You believe that Your work has been copied in a way that constitutes copyright infringement, or Your intellectual property rights have been otherwise violated, please notify The Art Institute’s agent for notice of
claims of copyright or other intellectual property infringement ("Agent"), at legal@edmc.edu

or:

Education Management LLC
Attn: Law Department
210 Sixth Avenue, 33rd Floor
Pittsburgh, PA 15222

Please provide the Agent with the following Notice:

(i) Identify the material on Behance Gallery that You claim is infringing, with enough detail so that The Art Institutes may locate it;

(ii) A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

(iii) A statement by You declaring under penalty of perjury that (1) the above information in Your Notice is accurate, and (2) that You are the owner of the copyright interest involved or that You are authorized to act on behalf of that owner;

(iv) Your address, telephone number, and email address; and

(v) Your physical or electronic signature.

If applicable, The Art Institutes will remove the infringing posting(s), subject to the procedures outlined in the Digital Millennium Copyright Act (DMCA).

7. Disclaimer of Warranties.

THE ART INSTITUTES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO BEHANCE GALLERY AND ANY MATERIALS ACCESSED THROUGH BEHANCE GALLERY, INCLUDING BUT NOT LIMITED TO DISCLAIMING ANY WARRANTIES (EXPRESS OR IMPLIED) OF ACCURACY, TIMELINESS, COMPLETENESS, OR ADEQUACY OF SUCH MATERIALS, TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. USE OF BEHANCE GALLERY IS AT YOUR SOLE RISK AND IS PROVIDED “AS IS” WITHOUT ANY WARRANTIES. IF BEHANCE GALLERY PROVES DEFECTIVE IN ANY WAY, YOU (AND NOT THE ART INSTITUTES) ASSUME THE ENTIRE COST OF DAMAGES OF ANY KIND, EVEN IF THE ART INSTITUTES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Limitation of Liability; Indemnity.

THE ART INSTITUTES WILL NOT BE LIABLE TO YOU FOR CLAIMS AND LIABILITIES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THE
USE OF BEHANCE GALLERY BY YOU OR BY THIRD PARTIES, WHETHER SUCH CLAIMS AND LIABILITIES ARE BASED ON ANY LEGAL OR EQUITABLE THEORY.

THE ART INSTITUTES SHALL NOT BE LIABLE TO YOU FOR ANY AND ALL DIRECT, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE OR ACCESS BEHANCE GALLERY OR ANY MATERIALS PROVIDED THROUGH BEHANCE GALLERY, WHETHER SUCH DAMAGE CLAIMS ARE BROUGHT UNDER ANY THEORY OF LAW OR EQUITY. DAMAGES EXCLUDED BY THIS CLAUSE INCLUDE, WITHOUT LIMITATION, THOSE FOR LOSS OF PROFITS, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INJURY TO PERSON OR PROPERTY, BUSINESS INTERRUPTION, AND LOSS OF BUSINESS OR PERSONAL INFORMATION. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS RESTRICTION MAY NOT APPLY TO YOU.

MATERIALS AND INFORMATION PROVIDED THROUGH BEHANCE GALLERY MAY BE DELAYED, INACCURATE, OR CONTAIN ERRORS OR OMISSIONS, AND THE ART INSTITUTES SHALL HAVE NO LIABILITY WITH RESPECT THERETO.

YOU AGREE TO INDEMNIFY AND HOLD THE ART INSTITUTES, ITS OFFICERS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, AGENTS, SERVICE PROVIDERS, SUPPLIERS AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF CONTENT YOU SUBMIT, POST OR MAKE AVAILABLE THROUGH BEHANCE GALLERY, YOUR USE OF THE BEHANCE GALLERY, YOUR VIOLATION OF THIS AGREEMENT, YOUR VIOLATION OF ANY OF THE REPRESENTATIONS AND WARRANTIES HEREIN, OR YOUR VIOLATION OF ANY LAWS OR RIGHTS OF ANOTHER.

9. **Miscellaneous.**

   a. **Governing Law; Disputes.** This Agreement and the relationship between You and The Art Institutes shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions. Any disputes arising from this Agreement shall be heard in a state or federal court in Allegheny County, Pennsylvania, and You expressly consent to personal jurisdiction and venue in those courts agree to waive any challenges to personal jurisdiction and venue in those courts. In the event of any dispute arising out of the subject matter of this Agreement, The Art Institutes shall be entitled to recover, in addition to any other damages assessed or relief afforded, its attorneys' fees and litigation costs as may be incurred in litigating or otherwise settling or resolving any such dispute hereunder.

   b. **Assignment.** You may not assign or transfer this Agreement without the prior written consent of The Art Institutes.

   c. **No Waiver; Severability.** The failure of The Art Institutes to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should
endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

d. **Entire Agreement; Modification.** This Agreement contains all the terms of the agreement between You and The Art Institutes concerning Behance Gallery and shall supersede any agreements, written or oral, regarding Behance Gallery. This Agreement, however, shall supplement any other agreements You have with The Art Institutes governing other matters. In the event of conflict between this Agreement and any other agreement You have with Education Management Corporation, its subsidiaries or its affiliates, the terms of this Agreement shall control for all matters relating to Behance Gallery. The Art Institutes shall have the right to modify the terms of this Agreement at any time, and such modifications will be deemed effective when posted on Behance Gallery. By accessing Behance Gallery after any changes become effective, You agree to be bound by any such modifications.

e. **Questions.** Should You have any questions or concerns regarding this Agreement or any other matter relating to Your license to use Behance Gallery, please contact The Art Institutes at legal@edmc.edu.

f. **Time Limit on Claims.** You agree that any claim you may have arising out of or related to this Agreement must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

g. **Survival.** Sections 3-9 of this Agreement will survive any termination of this Agreement.

_Last Updated: November 25, 2013_