

# TERMS AND CONDITIONS

Welcome to the American Dream Academy website (the “Site”), run by the Milken Center for Advancing the American Dream (“MCAAD,” “we,” “us” or “our”). MCAAD is a wholly-owned subsidiary of the Milken Institute. The following terms and conditions (“Terms”) and our Privacy Policy (collectively, the “Agreement”) govern your use of these Sites. By accessing, viewing, or using the content, material, or services available on or through the Sites, you indicate that you have read and understand these Terms, that you agree to them and intend to be legally bound by them. Further, by using or accessing the Website, you represent that you are capable of agreeing to the terms and conditions set forth in these Terms of Use. If you do not agree with all of the following Terms of Use, please do not use this Site.

## **THESE TERMS AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS AND INCLUDE AN AGREEMENT TO ARBITRATE, A JURY TRIAL WAIVER, AND CLASS ACTION WAIVER.**

We reserve the right to modify, amend, or change the Terms at any time. In certain circumstances, we may notify you of a change to the Terms via email or other means; however, you are responsible for regularly checking for notice of any changes. Your continued use of the Sites constitutes your acceptance of any change, and you will be legally bound by the updated Terms. If you do not accept a change to these Terms or the Agreement, you should stop using the Sites immediately.

### **1. Informational Purposes Only.**

MCAAD is part of the Milken Institute, a nonprofit, nonpartisan organization located in Washington, D.C. MCAAD’s mission is to advance economic and social mobility in America and around the world. The information on the Sites is for informational purposes only. Without limiting anything else in these Terms or otherwise, MCAAD is not responsible for any errors or omissions in the Sites or information contained on the Sites.

### **2. Proprietary Rights; Intellectual Property.**

The Sites are owned and operated by MCAAD. All works of authorship hosted on the Sites which have been generated by MCAAD or on its behalf by employees, agents or contractors, including, but not limited to, any content, trademarks, and other proprietary materials and/or information on the Sites, including MCAAD logos, visual interfaces, graphics, compilations, information, software, computer code (including source code or object), designs, text, sound recordings, music, video, images, icons, and the overall appearance of the Sites or sections thereof, are the sole and exclusive property of MCAAD. The posting of such works on the Sites does not constitute a waiver of any of MCAAD’s intellectual property or proprietary rights, including, but not limited to, copyrights, trademarks, service marks, patents and other intellectual property or proprietary rights, or a transfer by implication, estoppel or otherwise of any such rights or of any license to Users of the Sites or to any third party. The contents of the Sites are protected by U.S. and foreign copyright laws, both as individual works and in some instances as collections, as well as by U.S. and foreign trademark laws. By using the Sites, you

agree not to utilize any copyright, trademark, proprietary or confidential information contained therein in a manner inconsistent with these Terms or in violation of any U.S. or foreign law governing the protection of intellectual property or proprietary rights.

No material from the Sites may be: (a) copied, reproduced, displayed, republished, downloaded, posted, digitized, translated, modified, transmitted, distributed, or used for any purpose in connection with products, services, activities, entities or other uses that are not those of, or sponsored or approved in writing, by MCAAD, in any manner that is likely to cause confusion among consumers, disparage or discredit MCAAD and/or its licensors, dilute the strength of MCAAD's or its licensor's intellectual property, or infringe or harm MCAAD's or its licensors' intellectual property rights; (b) used for any commercial purpose without MCAAD's express written consent; or (c) used in any manner inconsistent with MCAAD's mission.

MCAAD grants Users the right to view and print information, documents and webpages located on the Sites for personal use but not for any for-profit or commercial activities, provided that: (a) you acknowledge and agree that you do not acquire any ownership rights in or to the Sites or any of the service marks by accessing or otherwise using the Sites, (b) any copies of the Sites or sections thereof must retain any copyright, intellectual property, proprietary or other notices or disclaimers contained in the original materials, (c) Users must give attribution to MCAAD and if possible provide a reference to MCAAD's main website [www.mcaad.org](http://www.mcaad.org), and (d) if the material is combined with other materials, Users must clearly designate which portion of the complete work is MCAAD's material. Any User that shares the printed materials with others must advise the recipient as to these Terms and they must agree to abide by these Terms. Failure to comply with these Terms and conditions will immediately terminate this permission and may result in the infringement or violation of copyrights, trademarks or other proprietary rights owned by MCAAD.

All rights not expressly granted in this Agreement are hereby expressly reserved by MCAAD.

### **3. Intellectual Property Infringement Notification**

MCAAD has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act ("DMCA"). If you believe that your work has been copied and posted on the Sites in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Sites (and such description must be reasonably sufficient to enable us to find the alleged infringing material);

- your contact information, including address, telephone number and email address;
- a written 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; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of claims of copyright infringement should be provided to MCAAD Copyright Agent via email to [copyright@mcaad.org](mailto:copyright@mcaad.org) or via mail to the following address:

MCAAD Copyright Agent  
 c/o The Milken Center for Advancing the American Dream  
 730 15th Street NW, 5th Floor  
 Washington, DC 20005

When we receive your notification with all the required information and are able to locate the allegedly infringing material, we will, in appropriate circumstances, and in our discretion, remove or disable access to the subject material.

#### **4. Educational Opportunities.**

MCAAD may sponsor educational opportunities (“Educational Opportunities”), including but not limited to The American Dream Academy which provides courses created by MCAAD and other organizations, through the Sites and other platform providers (e.g. Coursera) (each a “Platform”). By accessing and/or using the Sites, Platform, or Educational Opportunities, you agree to be bound by these additional Terms.

- **Age Restrictions.** Registration and participation on the Platform is restricted to those individuals over 18 years of age. By registering or participating in services or functions on the Platform, you hereby represent that you are over 18 years of age. In addition, those who wish to register and participate must meet the minimum requirements laid out in the Terms (of which this is one section) and any independent terms of use for any Platform. By registering, you agree that MCAAD will share your personal information as necessary for your participation in Educational Opportunities on the Platform, and the Platform will share certain personal information (e.g. grades and other activity related to Educational Opportunities) with MCAAD.
- **U.S. Only.** Educational Opportunities provided by MCAAD are intended for use by residents of the United States in the United States only.
- **Content Disclaimer.** The text and other material in Educational Opportunities may include the opinion of the specific instructor and are not statements of advice, opinion, or

information from MCAAD. If you feel you might be offended by the content of the Educational Opportunities, you should refrain from registering for the Educational Opportunities.

- **Educational Opportunities and Certificates of Completion.** MCAAD and the instructors of Educational Opportunities reserve the right to cancel, interrupt or reschedule any Educational Opportunities or modify its content as well as the point value or weight of any assignment, exam or other evaluation of progress. Educational Opportunities are subject to the Limitation of Liabilities found in the "Limitation of Liability" section below. For some Educational Opportunities, subject to your satisfactory performance in the Educational Opportunities, you may be awarded a statement acknowledging your completion of the class "Statement of Accomplishment," "Certification," or "Badge" (collectively, "Recognition"). This type of Recognition, if provided to you, will be explicitly stated in the Educational Opportunities. You acknowledge that such Recognitions do not convey academic credit and will not stand in the place of a course taken at an accredited institution, unless academic credit is expressly disclosed and provided in relation to the specific Educational Opportunities.
- **Intellectual Property Rights and License.** All content or other material created by MCAAD and made available through Educational Opportunities, including but not limited to online lectures, speeches, video lessons, quizzes, presentation materials, homework assignments, programming assignments, programs, code, and other images, text, layouts, arrangements, displays, illustrations, documents, materials, audio and video clips, HTML and files (collectively, the "Course Content"), are the property of MCAAD and/or its parent, affiliates or licensors and are protected by copyright, patent and/or other proprietary intellectual rights under United States and foreign law. In consideration for your agreement to these Terms, MCAAD grants you a personal, non-exclusive, nontransferable license to access and use Educational Opportunities created by MCAAD and Course Content. You may download Course Content identified as available for download for personal, non-commercial use. You may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any Course Content, nor may you modify or create derivative works of the Course Content.
- **Course User Conduct.** To the extent that some Educational Opportunities are public and open forums, you agree to assume full and sole responsibility for any User Content (as defined below) you post to the Educational Opportunities. Course User conduct is subject these Term, including the section on "Unauthorized Activities" below.
- **Termination Rights.** You acknowledge that for the purpose of any MCAAD Educational Opportunities your sole relationship is with MCAAD. MCAAD has the right to cancel, delay, reschedule or alter the format of any Educational Opportunities at any time, and that MCAAD has no liability to you for any such action. If you no longer desire to participate in the Educational Opportunities, you may terminate your participation therein upon notice to MCAAD.

- **Feedback.** MCAAD may, in its sole discretion, utilize, in any manner MCAAD deems appropriate, all comments and suggestions, whether written or oral, furnished by any Course User to MCAAD in connection with Educational Opportunities (“Feedback”). Course User assigns to MCAAD all right, title and interest, including, without limitation, all intellectual property rights, in and to the Feedback.
- **Research.** You agree that research findings based on analysis of patterns about the use of the site and user submitted resources and comments will be used for researching online education to improve future Educational Opportunities. You may also be asked if you are willing to respond to survey questions or be interviewed for the research. Individual participants will not be identified, and reasonable efforts will be made to avoid including information that could be connected to any individual, school or district, in all research reports.

## 5. Unauthorized Activities.

You agree that you will not use the Site for (a) any illegal or unauthorized purposes that violate any local, national, or international laws (including but not limited to import, export, copyright, and trademark laws); (b) modifying, copying, distributing, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring, selling any of the materials or content on the Sites, unless otherwise authorized by these Terms or in a separate written agreement with MCAAD; (c) use any electronic communication feature of the Sites for any purpose that is unlawful, tortious, libelous, defamatory, harassing, abusive, obscene, vulgar, sexually explicit, intrusive on another’s privacy, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic; (d) attempting to gain unauthorized access to MCAAD’s computer system or engaging in any activity that interferes with the performance of, or impairs the functionality of the Sites or any services provided through the Sites; or (e) removing, circumventing, disabling, damaging or otherwise interfering in any way with any security-related features of the Sites aimed at preventing or restricting the unauthorized use of the Site or any of the materials contained on the Sites (f) use of Materials in any manner inconsistent with MCAAD’s mission; (g) scrape content from the Sites; (h) use any Materials for any commercial purpose not expressly approved by MCAAD in writing. You should not post personal or any other information that you do not want made public. You may use the Sites and materials contained on this Sites consistently with these Terms. Any other use of the Sites or materials contained on this Sites, including but not limited to the aforementioned unauthorized uses, without prior written permission of MCAAD is strictly prohibited. You acknowledge and agree that the unauthorized use of the Sites or materials contained on the Sites could cause irreparable harm to MCAAD and that in the event of such unauthorized use, MCAAD shall be entitled to an injunction in addition to any other remedies available at law or in equity.

## 6. Right to Restrict Access, Remove Content and Discontinue Service.

MCAAD has the right to restrict Users' access to the Sites, including individual areas or services provided by the Website, for any reason. MCAAD has the right (though not the obligation) in its sole discretion to refuse or remove any user-generated content at any time that violates the Terms & Conditions or any MCAAD policy, or applicable federal or state statutes, or common law. MCAAD also reserves the right to modify, suspend or discontinue the Website, with or without notice, at any time and without any liability to Website Users.

## **7. Disclaimer.**

MCAAD and its affiliates are not responsible for and do not guarantee the accuracy or completeness of any information or materials on the Sites ("Site Materials"), content created, linked, or posted by users ("User Content"), products, data, services, links, advertisements or other items contained within the Sites ("Materials"). MCAAD reserves the right to immediately remove any content or materials on the Sites or User Content for any reason or for no reason. MCAAD cannot and does not review all communications or products made available on or through the Sites, but, although not obligated to, may review, verify, make changes to or remove any User Content, materials or content on the Sites, the Sites or the products or services made available in connection with the Site, including information submitted in connection with the materials on the Sites or other features at any time, with or without notice in its sole discretion. You agree that you must evaluate and bear all risks associated with the use of materials or content from the Sites or User Content and that you may not rely on such materials or content on the Sites or User Content.

THE SITES, MATERIALS AND CONTENT ON THE SITES, USER CONTENT, SERVICES, PRODUCTS, INFORMATION AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITES ARE MADE AVAILABLE "AS IS" AND "WITH ALL FAULTS." USE OF THE SITES IS ENTIRELY AT YOUR OWN RISK. MCAAD AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE SITE, THE USER CONTENT, THE MATERIALS, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, FUNCTIONALITY, PERFORMANCE, AVAILABILITY, RELIABILITY, SYSTEMS INTEGRATION, NON-INTERFERENCE, QUALITY, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, FUNCTIONALITY, PERFORMANCE, AVAILABILITY, RELIABILITY, COMPLETENESS AND EFFORT WITH REGARD TO ANY AND ALL USER CONTENT, THE SITES, THE MATERIALS AND CONTENT ON THE SITES, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITES, IS WITH YOU.

## **8. Limitation of Liability.**

MCAAD AND ITS LICENSORS AND AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COMPENSATORY, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUES OR LOST

PROFITS (EVEN IF MCAAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHICH MAY OR DOES RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THE SITE, THE USER CONTENT, SITES MATERIALS, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT YOU OR MCAAD HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF MCAAD AND ITS LICENSORS AND AFFILIATES TO YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH, BASED UPON, OR ARISING FROM THE SITES, USER CONTENT, SITES MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITES, OR THE SERVICES, PRODUCTS, DATA OR OTHER MATERIALS OFFERED IN CONNECTION THEREWITH EXCEED THE PRICE PAID BY YOU DURING THE PRECEDING YEAR FOR USE OF THE SITES AND THE SERVICES AND PRODUCTS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF MCAAD AND ITS LICENSORS SHALL NOT EXCEED TEN DOLLARS (\$10). If you are dissatisfied with the Site or with any of these Terms, or feel MCAAD has breached these Terms, your sole and exclusive remedy is to discontinue using the Sites.

## **9. Indemnification.**

You shall indemnify MCAAD and its directors, officers, employees, agents, contractors and licensors (“MCAAD Indemnitees”) against all claims, actions, suits, and other proceedings (“Claims”) arising out of or incurred in connection with the Sites and your use of the Site, the Sites Materials or any services, product or data obtained through the Sites, your fraud, violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right, violation of law, negligence, willful misconduct, or any other use of the Sites, the User Content, Site Materials, the services, products, information and other materials on, in and made available through the Sites, or any breach by you of these Terms and shall indemnify and hold MCAAD Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees and attorneys’ disbursements) arising out of or incurred in connection with such Claims. You may not settle any Claim without the prior written consent of MCAAD. MCAAD or its licensors may assume the defense of any Claim, at your sole cost and expense, and you shall cooperate in all reasonable respects in such defense. You shall have the right to employ separate counsel in any Claim and to participate in the defense thereof. If MCAAD or its licensors do not notify you that it elects to undertake the defense thereof, you shall have the right to defend the Claim with counsel reasonably acceptable to MCAAD, subject to the right of MCAAD to assume, at their sole cost and expense, the defense of any Claim at any time prior to the settlement or final determination thereof.

## **10. Binding Arbitration**

Unless otherwise explicitly stated on the Sites, any controversy or claim arising out of your use of the Sites, these Terms, and/or our Privacy Policy will be settled through binding arbitration before Judicial Arbitration and Mediation Services (“JAMS”), in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator will be selected pursuant to the JAMS Rules and Procedures. Please go to [www.jamsadr.com](http://www.jamsadr.com) to see a complete copy of the JAMS Rules and Procedures or to submit a claim for arbitration.

In resolving a claim for arbitration, the arbitrator will apply District of Columbia law consistent with the Federal Arbitration Act and applicable statutes of limitations and will honor claims of privilege recognized at law. In the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class, representative, or collective basis, or as a private attorney general on behalf of other persons similarly situated, then the entirety of this arbitration provision will be null and void, and neither you nor MCAAD will be entitled to arbitrate the dispute. Upon filing a demand for arbitration, all parties to such arbitration will have the right of discovery, which discovery will be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. Disputes regarding the arbitrability of any claim will be resolved by the arbitrator.

The arbitration of disputes pursuant to this paragraph will be in your individual capacity, and not as a plaintiff or class member in any purported class action or representative proceeding. You may not bring any claim as a private attorney general on behalf of other similarly situated persons. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

By agreeing to the arbitration of disputes as set forth herein, you agree that you are waiving your right to a jury trial and limiting your right to appeal. Do not use this Site if you do not agree to the foregoing binding arbitration provisions.

#### **11. Internet Security.**

MCAAD uses reasonable efforts to ensure that the Sites is generally available. However, there will be occasions when access to the Sites will be interrupted or unavailable. MCAAD will use



reasonable efforts to minimize such disruption where it is within its reasonable control. You agree that MCAAD shall not be liable to you for any modification, suspension or discontinuance of the Sites. You understand that the technical processing and transmission of any Sites content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent from our Sites will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to MCAAD via the Sites or the Internet, including, for example, personal information such as your name or address.

## **12. Governing Law and Jurisdiction.**

This Agreement (which includes these Terms, our Privacy Policy, and any other MCAAD terms that govern your use of the Sites) constitutes the entire agreement between you and MCAAD with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the District of Columbia, without reference to its conflict of law rules.

All claims arising out of or relating to this Agreement, to the Sites, or to your relationship with MCAAD that for whatever reason are not submitted to arbitration will be litigated exclusively in the federal or state courts of the District of Columbia. You and MCAAD consent to the exercise of personal jurisdiction of courts in the District of Columbia and waive any claim that such courts constitute an inconvenient forum.

Notwithstanding the foregoing, the Arbitration Agreement above shall be governed by the Federal Arbitration Act. By accessing, viewing, or using the services, works, content, or materials on the Sites, you consent and agree to (a) the exclusive jurisdiction of the federal and state courts located in the District of Columbia for all claims arising out of or relating to this Agreement, to the Sites, or to your relationship with MCAAD that for whatever reason are not submitted to the arbitration will be litigated; (b) accept service of process by personal delivery or mail; and (c) irrevocably waive the right to trial by jury and any jurisdictional and venue defenses otherwise available.

## **13. Severability.**

If any one or more of the provisions of these Terms are held to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision or provision in every other respect and of the remaining provisions of these Terms shall not be in any way impaired.

## **14. Miscellaneous.**

**United States Only.** By using the Sites, you agree and acknowledge that the Sites are hosted in the United States and that data collected through the Sites will be stored and processed in the

United States. Without limiting anything else, MCAAD makes no representation that the Sites, Site Materials, User Content, services, products, information or other materials available on, in, or through the Site is appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access the Sites from other locations do so on their own volition and are responsible for compliance with applicable laws.

**Additional Terms.** Additional terms and conditions may apply to specific features or your use of certain portions of the Sites. These additional terms also are legally binding.

**No Waiver.** Any waiver of any provision of this Agreement will be effective only if in writing and signed by or on behalf of MCAAD. The waiver or failure of MCAAD to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms. This provision will survive the termination of any and all of your transactions with MCAAD.

**Headings.** Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to this Agreement will be deemed to be a third-party beneficiary of these Terms or any provision hereof. When used herein, the words “includes” and “including” and their variations shall be deemed followed by the words “without limitation.”

**Assignment.** MCAAD may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign, transfer, or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent.

**Entire Agreement.** This Agreement (which includes these Terms and Conditions, our Privacy Policy and any other MCAAD terms that govern your use of the Sites), constitutes the entire agreement between you and MCAAD).

## **15. Changes.**

We may revise and update these Terms from time to time, in our sole discretion. Notice of any material change will be posted on this page with an updated effective date. All changes are effective immediately upon posting by us and such changes shall apply to all access to and use of the Sites thereafter; provided, however, that any changes to the dispute resolution provisions set out in Governing Law & Venue will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Sites.

Your continued use of the Sites following the posting of revised Terms means that you accept and agree to such changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

## **16. Contact Us.**

If you have any questions about these Terms, please contact us by sending an email or letter to:

The Milken Center for Advancing the American Dream  
730 15th Street NW, 5th Floor  
Washington, DC 20005

[info@mcaad.org](mailto:info@mcaad.org)