

Privacy Policy and Terms of Use

The Illinois Economic Policy Institute has created this Privacy Policy and Terms of Use to explain how you may use the information contained on this website, which includes, for purposes of the Privacy Policy and Terms of Use, using our applications, including applications on third-party sites or platforms such as social networking sites, and to explain how we use information that you may provide while visiting this website.

PRIVACY POLICY

Illinois Economic Policy Institute is committed to Internet privacy as demonstrated by the policies set forth herein. Please recognize that Illinois Economic Policy Institute may, in its sole discretion, modify these policies from time to time by updating this posting, so we encourage you to check this page each time you revisit one of our websites. Your continued use of this website following any changes to this Privacy Policy will constitute your acceptance of such changes. The date of the latest revision will be listed below so you will know if the policies have changed since you last accessed this website.

Your use of this Illinois Economic Policy Institute website indicates your acceptance to be bound by the provisions of the Privacy Policy and Terms of Use in effect as of the date of your use. If you do not accept these terms, do not use this website.

The terms “you” and “User” as used herein refer to all individuals and/or entities accessing this website for any reason.

Website Usage; Information Collection

When you visit this Illinois Economic Policy Institute website, we automatically obtain information about your usage, including, for example, the name of your Internet service provider, the browser and type of computer that you are using, the website that referred you to us, the pages you view and the date and time of those page views. We use this information on an aggregate basis to gather data about activity on this website, which we use to improve the usefulness of the website. We do not use this information on any kind of individual basis. We do not collect or store personally identifiable information, such as your name, mailing address, e-mail address or phone number, unless you provide that information.

Collection of Personally Identifiable Information

Illinois Economic Policy Institute provides opportunities for you to provide your contact information in order to engage in Illinois Economic Policy Institute activities such as online activism, to correspond with Illinois Economic Policy Institute or to submit a testimonial (i.e., share your story). Any information we collect, such as your name, mailing address, e-mail address, type of request you are making and any additional information you provide, is collected and stored by Illinois Economic Policy Institute. The information is used to fulfill your request and track aggregate information about usage of these features.

Illinois Economic Policy Institute makes every effort to ensure the secure collection and transmission of your sensitive information using industry-accepted data collection and encryption methodologies, such as SSL (Secure Sockets Layer).

Illinois Economic Policy Institute does not sell your personal information to any third party.

Cookies

A cookie is a piece of data that is stored on a user’s hard drive that contains information about that user.

Illinois Economic Policy Institute uses cookies to prepopulate data that you have previously supplied on our website so that you do not need to re-enter such information. We also use cookies to measure aggregate Web statistics such as collecting the number of users to our sites, the number of repeat users and the most popular webpages. We do not use cookies to track user activity on an individual basis.

Illinois Economic Policy Institute Sharing and Use of Personally Identifiable Information

We will use your e-mail address to communicate with you about our activities, unless you opt-out from receiving such messages. We also will use your e-mail address for administrative purposes, such as notifying you of major website changes and sending messages related to the campaign. Although we hope you'll find these communications informative and useful, you may opt out of receiving future information via e-mail by using the unsubscribe procedures described below.

When you send e-mail or other communications to us, we may retain those communications in order to process your inquiries, respond to your requests and improve our services.

We use both your personally identifying information and certain non-personally identifying information (such as anonymous usage data, IP addresses, browser type, clickstream data, etc.) to improve the quality of your user experience and the design of the website and to create new features, functionality and services by storing, tracking and analyzing user behavior, preferences, trends and actions.

Opting Out of E-Mail Lists

People who subscribe to e-mail lists via the website will receive periodic updates from Illinois Economic Policy Institute by regular mail, fax or e-mail. You may opt out of receiving future information via e-mail by using the unsubscribe procedure specified on the e-mail message or by sending an e-mail message with the name of the list you are a member of to: info@illinoisepi.org.

Security

Illinois Economic Policy Institute has security measures in place to protect against the loss, misuse and alteration of information within our control. These measures include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data. We use SSL encryption to protect the transmission of information you submit to us when you use our secure online forms. Please recognize that if you send us an e-mail, the information contained in the e-mail is not secure against interception. So if your communication includes sensitive information, such as your credit card information or Social Security number, and you prefer not to use one of our secure online forms, contact us by mail or by telephone rather than by e-mail.

Corrections/Updating Personal Information

If your personal information changes (such as your ZIP code), or if you wish to have your information removed from our database, contact us and we will endeavor to provide a way to correct, update or remove that personal data provided to us.

Links to Other Websites

Our websites may contain links to other sites. Illinois Economic Policy Institute is not responsible for the privacy practices or the content on such sites. We encourage our users to be aware when they leave our website and to read the privacy policies of each website that they visit that collects personally identifiable information. This Privacy Policy applies only to information collected through one of Illinois Economic Policy Institute websites.

Disclaimer

Opinions expressed here and in any corresponding comments are the personal opinions of the original authors and do not necessarily reflect the views of Illinois Economic Policy Institute.

This Privacy Policy is made effective as of October 16, 2017.

TERMS OF USE

By accessing Illinois Economic Policy Institute website, which includes, for purposes of the Terms of Use, using our applications, including applications on third-party sites or platforms such as social networking sites, you are indicating your acceptance to be bound by the provisions of these Terms of Use and Privacy Policy, which is incorporated herein by reference. If you do not accept any of these terms, do not access the site.

Illinois Economic Policy Institute may, in its sole discretion, revise these Terms of Use at any time by updating this posting. Although we may attempt to notify you when major changes are made to these Terms of Use, you should visit this page periodically to review the most up-to-date Terms of Use because they are binding on you. By continuing to use this website following our posting of such changes, you agree to be bound by the Terms of Use, as modified.

The terms “you” and “User” as used herein refer to all individuals and/or entities accessing this website for any reason.

1. Eligibility

By accessing Illinois Economic Policy Institute website, you represent and warrant that you are 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and that you have the right, authority and capacity to agree to and abide by these Terms of Use. In any case, you affirm that you are above the age of 13. You also represent and warrant that you will use the website in a manner consistent with any and all applicable laws and regulations.

2. Illinois Economic Policy Institute Permissions and Restrictions

Illinois Economic Policy Institute hereby grants you permission to access and use the website as set forth in these Terms of Use, provided that:

(a) You do not collect any personally identifiable information of others, including user names or e-mail addresses, from the website.

(b) You may not use any of Illinois Economic Policy Institute websites in violation of any applicable law or regulation.

(c) You do not use the website for any commercial purposes without the prior written authorization of Illinois Economic Policy Institute. You agree not to transmit or otherwise make available any unsolicited advertising, promotional information, bulk e-mail or other solicitation. You agree not to solicit, for commercial purposes, any users of the website with respect to their user comments.

(d) You do not circumvent, disable or otherwise interfere with security-related features of the website or our sites or servers (or networks connected to our website), including, without limitation, the following activities: (i) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (ii) attempting to interfere with communication to any user, host or network, including, without limitation, via means of submitting a virus to this or any Illinois Economic Policy Institute site, overloading, “flooding,” “spamming,” “mailbombing” or “crashing”; or (iii) transmitting or otherwise making available any content containing any “virus,” “worm” or “trojan horse” or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. Violations of system or network security may result in civil or criminal liability. Illinois Economic Policy Institute will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

(e) You do not use or launch any automated system, including, without limitation, “robots,” “spiders” or “offline readers,” that accesses the website in a manner that sends more request messages to Illinois Economic Policy Institute servers in a given period of time than a human can reasonably produce in the same period by using a conventional online Web browser. Notwithstanding the foregoing, Illinois Economic Policy Institute grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the

materials but not caches or archives of such materials. Illinois Economic Policy Institute reserves the right to revoke these exceptions either generally or in specific cases.

(f) You do not alter or modify any part of the website.

(g) You do not harass, threaten, embarrass or cause distress, unwanted attention or discomfort to a person or entity on or through the website or its communication systems.

(h) You do not transmit or otherwise make available on or through the website any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, violent, vulgar, obscene, hateful or racially, ethnically or otherwise objectionable, or potentially libelous or inflammatory, as solely determined by Illinois Economic Policy Institute.

(i) Illinois Economic Policy Institute reserves the right to change or discontinue any aspect of the website at any time, for any reason and without notice to you.

(j) Illinois Economic Policy Institute reserves the right to suspend or terminate a user's access to the website, without prior notice and at Illinois Economic Policy Institute's sole discretion.

(k) This list of permissions and restrictions, along with the other terms discussed below, is not intended to be complete, but merely illustrative. We reserve the right in our sole and final judgment to determine whether your conduct violates conduct requirements for the website.

3. User Accounts

In order to access some features of the website, such as, for example, interactive blogs, you have to login using your Facebook or Google login or become a registered user. As a user, you agree to be bound by the following terms:

(a) When creating or modifying your account, you must provide accurate, current and complete information. We reserve the right to disallow use of any user name that we deem offensive or inappropriate. You will be responsible for preserving the confidentiality of your password and for all actions of persons accessing the website through any username/password assigned to you. You must notify Illinois Economic Policy Institute immediately of any breach of security or unauthorized use of your account. You may never use another's account without permission.

(b) As a user, you may submit comments on various Illinois Economic Policy Institute blogs or other material (collectively, "User Content") to the website. Illinois Economic Policy Institute reserves the right, but does not assume the obligation, to delete, move, condense or edit such User Content for any reason and without prior notice. Illinois Economic Policy Institute also reserves the right to suspend or terminate a user's access for posting User Content.

(c) You are solely responsible for your own User Content and the consequences of posting or publishing it. Submissions may be used by Illinois Economic Policy Institute for any purpose in any form without the permission of the submitter and without any consideration apart from participation in accordance with these Terms of Use. By providing User Content to Illinois Economic Policy Institute, you affirm, represent and/or warrant that you own or have the necessary licenses, rights, consents and permissions to use and authorize Illinois Economic Policy Institute to use all patent, trademark, trade-secret, copyright or other proprietary rights in and to any and all User Content you submit to enable inclusion and use of such User Content in the manner contemplated by these Terms of Use. You agree and represent that, unless you are the owner of such rights or have permission from the rightful owner, you will not submit material that (i) is copyrighted or protected by trademark or trade secret or other intellectual property rights of others; (ii) violates the privacy, publicity or other personal rights of others; or (iii) reveals confidential information or otherwise violates the third-party proprietary rights of others. You further agree and represent that you will not submit material that is harassing, vulgar, unlawful, harmful, profane, defamatory, violent, obscene, threatening, abusive, hateful or is potentially libelous or inflammatory or racially, ethnically or otherwise objectionable. Illinois Economic Policy

Institute reserves the right to not post submissions and to remove submissions without prior notice, at the sole discretion of Illinois Economic Policy Institute.

(d) You retain all of your ownership rights in your User Content. However, by submitting User Content to Illinois Economic Policy Institute, you hereby grant Illinois Economic Policy Institute a worldwide, nonexclusive, royalty-free, sublicenseable, perpetual and transferable license to use, reproduce, store, distribute, prepare derivative works of and display your User Content (and your user name, voice, appearance and likeness) in any medium in connection with the activities and operations of Illinois Economic Policy Institute, its related and affiliated entities and successors, including, without limitation, for promoting and redistributing part or all of Illinois Economic Policy Institute website (and derivative works thereof) in any form or media, now known or hereafter devised, in all languages throughout the world. You also give Illinois Economic Policy Institute the nonexclusive right to use your name, voice, appearance and likeness, as well as any additional information you have provided about yourself, in any material prepared by or for Illinois Economic Policy Institute in any form or media, now known or hereafter devised, in all languages throughout the world. You also hereby grant each user of Illinois Economic Policy Institute website a non-exclusive license to access your User Content through the website, and to use, reproduce and distribute such User Content for such user's personal, noncommercial purposes. You understand and agree that Illinois Economic Policy Institute may retain, reproduce, distribute and otherwise use for any purpose copies of User Content that has been removed from the website. The above licenses granted by you are perpetual and irrevocable.

(e) Illinois Economic Policy Institute does not endorse, authorize or ratify any User Content, or any opinion, recommendation or advice expressed therein, and Illinois Economic Policy Institute expressly disclaims all liability in connection with User Content. Illinois Economic Policy Institute does not permit copyright infringing activities and infringement of intellectual property rights on its website, and Illinois Economic Policy Institute reserves the right, but does not assume the obligation, to remove any content from the website if notified that such content infringes on another's intellectual property rights.

4. Your Use of Content on the Site

In addition to the restrictions above, the following restrictions and conditions apply specifically to your use of content on Illinois Economic Policy Institute website.

(a) The content on the website (other than your User Content), including, without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (collectively, "Illinois Economic Policy Institute Content") is owned by or licensed by Illinois Economic Policy Institute. Similarly, the trademarks, service marks and logos contained on the website are owned or licensed by Illinois Economic Policy Institute ("Illinois Economic Policy Institute Marks"). Except as otherwise provided in these Terms of Use, Illinois Economic Policy Institute Content and Illinois Economic Policy Institute Marks may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without the prior written consent of Illinois Economic Policy Institute. Illinois Economic Policy Institute reserves all rights not expressly granted in and to Illinois Economic Policy Institute Content and Illinois Economic Policy Institute Marks.

(b) The website is made available for your personal, noncommercial use only. As part of such use, you may display, download and/or print pages from the site; you may link to the website; and you may forward website materials to others for personal, non-commercial uses that are reasonably related to the website's purposes.

(c) You understand that when using Illinois Economic Policy Institute website, you will be exposed to Illinois Economic Policy Institute Content, User Content and other third-party content from a variety of sources, and that Illinois Economic Policy Institute makes no warranty about the accuracy, usefulness, safety or intellectual property rights of or relating to such Illinois Economic Policy Institute Content, User Content or other third-party content. You further understand and acknowledge that you may be exposed to User Content that may be inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Illinois Economic Policy Institute with respect thereto.

(d) The website may contain links to third-party websites that are not owned or controlled by Illinois Economic Policy Institute. Illinois Economic Policy Institute has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites. We encourage you to be aware when you leave the website and to read the terms and conditions and privacy policy of each other website that you visit.

5. Digital Millennium Copyright Act

If you are a copyright owner or an agent thereof and believe that any Illinois Economic Policy Institute Content or User Content infringes upon your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing Illinois Economic Policy Institute’s Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further details):

- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Illinois Economic Policy Institute to locate the material;
- A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed;
- Your name, mailing address, telephone number and e-mail address; and
- A physical or electronic signature of the owner of the exclusive right that is allegedly infringed, or that of the person authorized to act on behalf of the owner.

Illinois Economic Policy Institute’s designated Copyright Agent to receive notifications of claimed infringement is: Illinois Economic Policy Institute Legal Department. You acknowledge that if you fail to comply with all of the above requirements, your DMCA notice may not be valid.

For clarity, only DMCA notices should go to the Copyright Agent. Please use the Contact Us form for any other feedback, comments, requests for technical support or other communications with Illinois Economic Policy Institute.

6. Disclaimer of Warranty

THIS WEBSITE IS PROVIDED TO YOU “AS IS.” YOU AGREE THAT YOUR USE OF ILLINOIS ECONOMIC POLICY INSTITUTE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, ILLINOIS ECONOMIC POLICY INSTITUTE, AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “ILLINOIS ECONOMIC POLICY INSTITUTE PARTIES”), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. ILLINOIS ECONOMIC POLICY INSTITUTE PARTIES CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WEBSITE’S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS WEBSITE. NOR DO ILLINOIS ECONOMIC POLICY INSTITUTE PARTIES GUARANTEE THAT THE WEBSITE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ILLINOIS ECONOMIC POLICY INSTITUTE PARTIES DO NOT WARRANT, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH ILLINOIS ECONOMIC POLICY INSTITUTE WEBSITE OR ANY WEBSITE HYPERLINKED OR FEATURED IN ANY BANNER OR OTHER ADVERTISING.

7. Limitation on Liability

IN NO EVENT SHALL ILLINOIS ECONOMIC POLICY INSTITUTE PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT THEY ARE FORESEEABLE, RELATING TO THIS WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE; (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE; (V) BUGS, VIRUSES, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY; AND/OR (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF OR INABILITY TO USE OUR WEBSITES OR ANY CONTENT POSTED, E-MAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA ILLINOIS ECONOMIC POLICY INSTITUTE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ILLINOIS ECONOMIC POLICY INSTITUTE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT ILLINOIS ECONOMIC POLICY INSTITUTE PARTIES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. TO THE EXTENT THESE LAWS APPLY TO YOU, SOME OF THE PROVISIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY.

8. Indemnity

You agree to defend, indemnify and hold harmless Illinois Economic Policy Institute Parties, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including, but not limited to, attorney's fees), of whatever nature, arising from: (i) your use of Illinois Economic Policy Institute website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third-party right, including without limitation any copyright, property or privacy right; or (iv) any claim that one of your submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of Illinois Economic Policy Institute website.

9. Miscellaneous

These Terms of Use and Privacy Policy shall be governed by the internal substantive laws of Washington, D.C., without respect to its conflict of laws principles. Any claim or dispute between you and Illinois Economic Policy Institute that arises in whole or in part from Illinois Economic Policy Institute website shall be decided exclusively by a court of competent jurisdiction located in Washington, D.C.

These Terms of Use and Privacy Policy, together with any other legal notices published by Illinois Economic Policy Institute on the website, shall constitute the entire agreement between you and Illinois Economic Policy Institute concerning Illinois Economic Policy Institute website and supersedes prior agreements, if any, between you and Illinois Economic Policy Institute relating to any matter dealt with in these Terms of Use and Privacy Policy. If any provision of these Terms of Use or Privacy Policy is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. No waiver of any term of these Terms of Use and Privacy Policy shall be deemed a further or continuing waiver of such term or any other term, and Illinois Economic Policy Institute's failure to assert any right or provision under these Terms of Use and Privacy Policy shall not constitute a waiver of such right or provision. These Terms of Use and Privacy Policy, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Illinois Economic Policy Institute without restriction. These Terms of Use and Privacy Policy and the rights and obligations created hereunder shall be binding upon and inure solely to the benefits of the parties hereto and their respective successors and assigns, and nothing in these Terms of Use and Privacy Policy, express or

implied, is intended or should be construed to confer upon any other person any right, remedy or claim under or by virtue of these Terms of Use and Privacy Policy.

You and Illinois Economic Policy Institute agree that any cause of action arising out of or related to Illinois Economic Policy Institute website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

This Privacy Policy is made effective as of October 16, 2017.