



Minimum Continuing Legal Education Board  
of the Supreme Court of Illinois

**TERMS OF USE** ..... 1  
**PRIVACY** ..... 7

**TERMS OF USE**

IMPORTANT! CAREFULLY READ THESE TERMS OF USE (“Terms”), AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS AND GOVERN YOUR USE OF WWW.MCLEBOARD.ORG (“Website”). This Website is owned and operated by the Minimum Continuing Legal Education Board of the Supreme Court of Illinois (“the Board,” “we,” “our” or “us”). You agree to these Terms by accessing this Website. IF YOU DISAGREE WITH ANY OF THESE TERMS OR DO NOT AGREE TO BE BOUND BY ALL THESE TERMS, DO NOT USE THIS WEBSITE. The Website and its Content (defined below) have been compiled for informational purposes only and are subject to change at any time without notice.

**Purpose of this Website**

The information contained in this Website is provided for the information and use by Illinois attorneys, CLE course providers and other internet users. It contains one method for an attorney to report their MCLE status to the Board and it permits providers of CLE the opportunity to seek Board accreditation and to pay required fees. This Website is a public resource of general information that is intended, but not guaranteed, to be correct and complete. It is not intended to be a source of legal advice. This Website and its Content are not intended to create an attorney-client relationship. The reader should not rely or act upon any information in this site without seeking professional legal counsel.

**Ownership of Materials/License**

This Website and all of its current and future Content, such as all text, directories, guides, photographs, illustrations, images, digital video and audio clips, as well as the trademarks, logos, domain names, trade names, service marks, trade identities and any and all copyrightable material (including source and object code) and any other form of intellectual property (collectively, the "Content") are owned by or licensed to the Board or other authorized third parties and are protected as intellectual property or otherwise. Except as expressly set forth in these Terms, no rights (either by implication, estoppel or otherwise) are granted to you. You may not use the Content except as expressly set forth in these Terms. You may download copies of Content for your personal use. The Board may add, change, discontinue, remove or suspend any of the Content at any time, without notice and without liability.

CLE course information has been input by the course provider. The accuracy of course information and links to CLE providers and their courses are published as a convenience to attorneys. Users should contact the course provider for specific course information and restrictions.

### **Electronic Communications**

When you visit the Board's Website or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this Website. You agree that any agreements, notices, disclosures and other communications that we provide to you electronically may satisfy any legal requirement that such communications be in writing. You agree to notify us if you change your email address or other contact information.

### **Authorized Use**

The Board grants you a limited license to access and make personal use of the Website for purposes and uses that are legal and that are otherwise permitted by these Terms. This license does not include any resale or commercial use of this site or its Contents; any collection and use of any derivative use of this site or its Contents; any downloading or copying of account information for the benefit of any third-party; or any use of data mining, robots, spiders, crawlers, or similar data gathering and extraction tools.

You also may not: upload or transmit malware, viruses or other harmful or destructive files; transmit or make available any content that is unlawful or infringes, violates or misappropriates any intellectual property or other rights of any third party; post material that is false, harmful, threatening, abusive, harassing, defamatory, libelous, disparaging, vulgar, obscene, pornographic, invasive of another's privacy, or promotes violence, racial hatred, terrorism or illegal acts, is otherwise objectionable, or interferes with any third party's uninterrupted use and enjoyment of the Website; impersonate any person or entity, or otherwise disguise the origin of any Content transmitted through the Website or to the Board; transmit or make available through the Website any personal advertising, junk mail, spam, chain letters, pyramid schemes or offer for sale of any products or services, except in areas specifically designated for such purposes; or violate any applicable local, state, federal or international law, rule or regulation. You are also prohibited from using the Website in any way that restricts or inhibits any other Website user from using or enjoying the Website consistent with the letter and intent of these terms.

MCLE Board does not allow the use of its list of lawyers for any commercial purposes. You are not authorized to access or query our database through the use of high-volume, automated, electronic processes or for the purpose or purposes of using the data in any manner that violates these terms of use.

## **Linking Policy**

If you link to this Website, we require that you follow these guidelines. The link to this Website must not damage, dilute or tarnish the goodwill associated with any Board names, logos or other intellectual property, nor may the link create the false appearance that your Website or organization is sponsored by, endorsed by, affiliated or associated with the Board. You agree that you will not link to the Website from any source that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts, that contains expressions of racism that is libelous, defamatory, scandalous, or inflammatory or is otherwise inappropriate. Under no circumstances may you "frame" this Website or alter its intellectual property or Content in any way. The Board reserves the right, in its sole discretion, to terminate a link with any Website that it deems inappropriate or inconsistent with the Website or these Terms.

The Board may grant the owner of a Website permission to use a hyper-text link on its Website, provided: (a) the link must include text-only and must clearly be marked "Minimum Legal Education Board;" (b) the link must "point" directly to the URL [www.mcleboardboard.org](http://www.mcleboardboard.org) and not "deep link" to other pages within the Website or to the data contained therein; (c) the appearance, content, position and other aspects of either the link or the host Website may not be such as to damage or dilute the goodwill associated with the Board's name, trademarks and service marks; (d) the appearance, position and other aspects of either the link or the host Website may not create the false appearance that the Board sponsors or endorses the host Website; (e) the link, when activated by a user, must display the Board Website full-screen and unframed; and (f) the Board reserves the right to revoke its consent to the link at any time in its sole discretion by amending these Terms. The Board may monitor Websites to which the Board Website is linked for the purpose of enforcing these Terms. The Board is not responsible for the information or materials contained on the host Website. Links to this Website are provided for convenience of reference only and are not intended as an endorsement by the Board of the organization or individual operating the host Website or a warranty of any type regarding the host Website or the information on the host Website. You may submit a request for approval to use a hypertext link in writing by mail to the MCLE Board, 200 W. Madison St., Suite 2040, Chicago, Illinois 60606.

## **Prohibited Conduct**

Use of this Website for any reason other than the intended and permissible uses described is prohibited. Such misuse may constitute violation of state and federal civil and criminal laws and may result in civil or criminal prosecution. Furthermore, the Board may immediately issue a warning or suspend or terminate your privilege to use and access the Website if you: (1) breach these Terms or (2) take actions that the Board believes may result in legal liability for you, for the Board or for other Website users.

If you use this Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. The Board reserves the right to refuse service, terminate accounts, remove or edit content, or cancel transactions

## **Information You Submit**

When you submit information to the Board via the Website or otherwise, you irrevocably grant to the Board a non-exclusive, worldwide, royalty-free license containing, without limitation, all right, title and interest in your submissions. You agree and understand that the Board is not obligated to review the information you submit through the Website or otherwise, and may alternatively choose to discard your submissions without any liability whatsoever. By uploading, inputting or submitting your submission you warrant and represent that you own or otherwise control all of the rights to your submissions..

## **Disclaimers/Limitations on Liability/Indemnity**

THE WEBSITE AND ALL MATERIAL CONTAINED ON IT ARE DISTRIBUTED "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF ANY THIRD PARTY RIGHT, FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION. THIS WEBSITE MAY BE TEMPORARILY UNAVAILABLE DUE TO MAINTENANCE OR MALFUNCTION OF COMPUTER EQUIPMENT.

The Board LIMITS ITS LIABILITY IN CONNECTION WITH YOUR USE OF THE WEBSITE AS SET FORTH BELOW:

The Board IS NOT RESPONSIBLE FOR ANY DAMAGE TO ANY USER'S COMPUTER, INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION.

EXCEPT WHERE PROHIBITED: YOU AGREE THAT the Board IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, ECONOMIC, OR PUNITIVE DAMAGES), WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THIS WEBSITE) INCLUDING, WITHOUT LIMITATION, RESULTING IN ANY WAY FROM OR IN CONNECTION WITH: (1) THIS WEBSITE; (2) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY the Board OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE WEBSITE; (3) THE CONTENT; OR (4) ANY ERRORS OR OMISSIONS IN THE WEBSITE'S TECHNICAL OPERATION, EVEN IF the Board HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WEBSITE MAY CONTAIN FACTS, OPINIONS, VIEWS, STATEMENTS AND RECOMMENDATIONS OF THIRD PARTY INDIVIDUALS AND ORGANIZATIONS. THE WEBSITE DOES NOT REPRESENT OR ENDORSE THE ACCURACY, TIMELINESS, COMPLETENESS, OR RELIABILITY OF ANY FACTS, OPINIONS, VIEWS,

STATEMENTS, RECOMMENDATIONS OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED THROUGH THE WEBSITE. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH FACTS, OPINIONS, VIEWS, STATEMENTS OR RECOMMENDATIONS IS AT YOUR SOLE RISK. IN NO EVENT WILL THE BOARD BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING DEATH OR PERSONAL INJURY.

### **Indemnification**

By using this Website you agree to indemnify, defend and hold The Board harmless from and against any actual or alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defense (including reasonable attorneys' fees and court costs) arising out of or relating to: (a) your breach of your representations; (b) your violation of these Terms or any law, rule or regulation; (c) a claim that is based on your use of this Website or the Content; or (d) any Content uploaded by you or through your computer to the Website or otherwise sent by you to the Board. You will cooperate as fully and reasonably as required by the Board in the defense of any claim. The Board reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without the prior written consent of the Board.

### **Third Parties/No Endorsement**

This Website provides links to third-party Websites and other resources that could be of interest to our users. Your dealings or communications through the Website with any party other than the Board are solely between you and that third party. Third-party Websites may have different privacy policies, terms and conditions, and business practices than we do. We do not endorse, verify, make any representations, or take responsibility for the Content, truthfulness, accuracy, quality or completeness of the Content or activities conducted on such Websites. If you decide to access and use third-party Websites, you understand, acknowledge, and agree that you do so at your own risk. You agree that the Board WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, RESOURCES OR CONTENT AVAILABLE THROUGH SUCH THIRD PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OF OR RELIANCE ON THE CONTENT, ADVERTISING, OR BUSINESS PRACTICES OF ANY THIRD PARTY-WEBSITES. Please review carefully a third party's policies and practices and make sure you are comfortable with those policies and practices before you engage in any transaction. Any complaints, concerns or questions you may have relating to materials provided by third parties should be forwarded directly to the third party.

Reference to any product, process, publication or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer or otherwise does not constitute or imply its endorsement or recommendation by the Board. Views and opinions of users of this Website do not necessarily state or reflect those of the Board. The Board is not responsible for the Content or performance of other Websites to which this Website may be linked or from which this Website may be

accessed. Users are requested to inform the Board of any errors of inappropriate material found on Websites to which this Website is or may be linked.

### **Location**

The Board operates the Website in the United States. Information contained on the Website may not be appropriate or available for use in other locations, and access to this Website from territories where the Content of the Website may be illegal is prohibited. If you access the Website from other locations, you do so on your own initiative and you are solely responsible for compliance with applicable laws. These Terms shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to its conflicts of law principles and specifically will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, if otherwise applicable. Any cause of action filed by you with respect to the Terms or your use of this Website must be filed in the Court of Claims, State of Illinois, United States of America. You hereby consent and submit to the exclusive jurisdiction and venue of the courts located in the Court of Claims, State of Illinois, United States of America for any cause of action arising under these Terms or related to the Website.

### **Additional Terms**

You agree to comply with all rules, laws, and regulations that are applicable to your use of the Website, including, without limitation, all applicable laws, rules, and regulations governing your transmission or use of any software or data. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provision of these Terms, which will remain in full force and effect. The section titles in these Terms are for your convenience only and do not have any legal or contractual effect.

You understand and agree that The Board will determine your compliance with these Terms in its sole discretion. Any violation of these Terms may result in restrictions on your access to all or part of the Website and may be referred to law enforcement authorities. The Board's failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition. The Board reserves the right, in its sole discretion, to modify or discontinue this Website, or any portion of the Website without notice to you or any third party. Upon termination of your membership or access to the Website, or upon demand by The Board, you must destroy all materials obtained from this Website and all related documentation.

We reserve the right, in our sole discretion, to modify, alter, or otherwise change these Terms. We will post any changes to these Terms on this Website. Your continued use of this Website after the posting of any change in the Terms will constitute your acceptance to be bound by any such changes.

The Effective Date of these Terms is July 1, 2010.

## **PRIVACY POLICY**

This Website is owned and operated by the Minimum Continuing Legal Education Board of the Supreme Court of Illinois (“the Board,” “we,” “our” or “us”). The Board is committed to protecting your privacy and using technology that helps you have a safe online experience. We only collect the minimum amount of information necessary to serve our internet users and administer the Supreme Court of Illinois' Minimum Continuing Legal Education Program. The Board will collect no personal information about you when you visit its Website unless you voluntarily choose to provide that information by entering information in an online form, sending an e-mail or by performing an online transaction.

This Privacy Policy applies to the Board’s Website and governs data collection and usage. Please also read our Terms of Use, which governs your use of the Website. Please note that this Privacy Policy only covers information collected on the Website and does not cover any information collected by us offline or elsewhere. Your use of the Website indicates to us that you have read and accept our Privacy Policy.

The Board does not intentionally collect information at our web sites from those we know are under 13 years of age, and no part of our web site is intended to attract anyone under 13 years of age.

### **Voluntarily Submitted Information**

Generally, Illinois licensed attorneys report their MCLE status to the MCLE Board every two years. This compliance report can be made in writing or by using the Board’s website. The Board retains your MCLE status report and information you provided about any non-traditional activities. The MCLE Board also collects and retains information provided by attorneys requesting accreditation of out-of-state courses through the Attorney Out-of-State Application (AOSC) process available on the Board’s website. The Board does not share this personally identifiable information collected through the Website with others except as set forth below or elsewhere in this Privacy Policy:

1. The Board will transmit to the Attorney Registration & Disciplinary Commission (ARDC) the identity of attorneys who are not in compliance with the MCLE Requirements. The Board will also transmit to the ARDC the identity of previously reported attorneys who have returned to compliance with the MCLE requirements.
2. We may share your contact information, including email addresses, with other entities of the Supreme Court of Illinois.
3. When you use the Board's online payment services and pay by credit card, you will be asked to submit the cardholder's name, address, account number, security code (CVV) and card expiration date. This information is sent directly to the Board’s gateway (Authorize.Net) and United Bank Card (UBC). A portion of the information necessary to reconcile accounts is returned to the Board.
4. We may share information with others to provide a product or service you have requested. For example, the Board uses Illinois National Bank to process checks, remittance forms and compliance forms and uses United Bank Card and Authorize.Net to process credit card transactions. The Board uses an outside printer to print and mail Compliance forms and other

written correspondence to attorneys. These companies are legally required to keep your information confidential.

5. We may use your personally identifiable information to answer a question or provide you with requested information, for internal regulatory purposes, to contact you in our discretion regarding your use of the Website or changes to our Terms of Use or Privacy Policy or for other purposes disclosed at the time you submit your information.
6. We may disclose information (a) in furtherance of the Board's duties, (b) upon written request and consent of the persons affected, (c) pursuant to a proper subpoena *duces tecum*, or (d) as order by a court of competent jurisdiction. Rule 797.

In order to accredit courses for Illinois MCLE credit, course providers enter information regarding their entity and CLE courses at will. The Board retains this information and makes it available publicly on its Website to be searched by public users to locate accredited providers and approved courses, unless the provider indicates it does not wish to publish provider or course information in its online Provider Course Accreditation Management ("PCAM") profile or course information entered into PCAM. If a provider indicates, when entering a course into PCAM, that the provider wishes to have that course accredited for Professional Responsibility credit, the Board makes available to Commission on Professionalism (the Commission) the information entered into PCAM regarding the provider and that course.

1. Providers are required to supply contact information for at least one designated contact responsible for course accreditation. We may use that information to contact that person and any designated contact. The Commission may also use that information to contact providers regarding courses for which Professional Responsibility credit is requested.
2. When you use that Board's online payment services and pay by credit card, you will be asked to submit the cardholder's name, address, account number, security code (CVV) and card expiration date. This information is sent directly to the Board's gateway (Authorize.Net) and United Bank Card (UBC). A portion of the information necessary to reconcile accounts is returned to the Board.
3. The Board uses Illinois National Bank to process checks and remittance forms and uses United Bank Card and Authorize.Net to process credit card transactions. These companies are legally required to keep your information confidential.

All communications with providers regarding accreditation decisions are confidential and maintained as part of the provider's PCAM file on computers maintained by the Board. We do not sell provider information to any other entity. The Board will disclose this information only (a) in furtherance of the duties of the Board, (b) upon written request and consent of the persons affected, (c) pursuant to a proper subpoena *duces tecum*, or (d) as ordered by a court of competent jurisdiction. Rule 797.



### **Personally Identifiable Information Obtained from Others**

As a unit of the Supreme Court of Illinois, the Board obtains personally identifiable information from the (ARDC). The Board receives registration information that is used to administer the Minimum Continuing Legal Education Program. The Board does not receive information from the ARDC regarding disciplinary investigations or proceedings. This personally identifiable information provided by the ARDC includes the attorney's name, ARDC registration number, contact information, ARDC registration status, birth date, gender, law school attended, name change information, and date admitted to the Illinois bar.

We keep this all personally identifiable information (whether supplied by you or by the ARDC) under physical, electronic and procedural controls that comply with or exceed industry and government standards. We authorize our employees, agents and contractors to access information about you only when they need it to do their work for us. We require companies working for us to protect information. They agree to use it only to provide the services we ask them to perform for us. The Board also secures your personal information during transmission by using Secure Socket Layer (SSL) software that encrypts information you input. We do not receive or retain complete credit card numbers on our computers. Instead, your credit card information is transmitted directly to Authorize.Net and then to United Bank Card. We will retain only an unusable portion of some of the digits of your credit card when confirming a transaction. Authorize.Net and United Bank Card make available to the Board the first six and last four digits of your credit card only.

### **Non-Personally Identifiable Web Usage and Information**

When you visit or download information from this Website, the Board uses Google Analytics to automatically collect non-personally identifiable website usage information that describes how our visitors use and navigate the Website. It can include the number and frequency of visitors to each web page, the length of their stays on each page, browser type, referrer data that identifies the web page visited prior and subsequent to visiting the Website and IP address. This statistical information is disclosed to others but does not identify you personally See [www.google.com](http://www.google.com).

### **Other**

If you use this Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. The Board reserves the right to refuse service, terminate accounts, remove or edit content, or cancel transactions.

Our Website provides links to Websites of other agencies and organizations when we believe that the other Websites may be of interest to our visitors. Once you link to another site, you are subject to the privacy policy and other policies of that site.

© 2013 Minimum Continuing Legal Education Board of the Supreme Court of Illinois