

# Terms And Conditions

## General Terms of Use

This Agreement shall remain in full force and effect while you use this Service or are a registered user of this Service.

This Service may terminate your user registration at any time if the terms and conditions in this document are not followed.

When you become a registered user, you will obtain a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the user account or password of another user at any time or to disclose your password to any other person. You agree to notify us immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account. We cannot change student passwords. Administrators at each school site have the ability to change student passwords.

You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other confidential or proprietary information belonging to others without obtaining the prior written consent of the owner of such materials or rights. It is the policy of this Service to terminate the user registration of any user who repeatedly infringes the copyright rights of others upon receipt of proper notification to us by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on this Service in a way that constitutes copyright infringement, please contact us.

## Background

Please read the following agreement carefully. This document explains your rights and obligations as a user of this Service.

The internet and the world is changing rapidly. For these reasons it may be necessary to update or revise parts of this agreement or features of this Service. If you choose not to agree with the proposed changes your only remedy would be to cancel your Accounts. We may at any time modify or discontinue service without liability to any user or third party.

## Acceptance of Terms:

By completing the registration process, providing us with current, complete and accurate information, and by clicking on the "I Accept" button, you are agreeing to be bound by these terms of service.

### **General Policy and Guidelines:**

When your information is verified and you accept this agreement you will become a "School Administrator", "School Teacher User", "Student User," or other user of this service. As a "School Administrator", "School Teacher User" or other administrative user you accept responsibility to issue accounts to only those individuals that are students, teachers, or verified employees of your school/district.

The use of this Service shall for this reason be under a teacher's direction and monitored as a regular instructional activity.

### **Guideline I: Unacceptable uses of this Service include:**

1. Transmitting any content; by which we mean text, software, images, sounds, and other information, that is unlawful, harmful, threatening, abusive, harassing, vulgar, obscene, in bad taste, hateful, of malicious intent, or racially, ethnically, or otherwise offensive. 2. Impersonating any other person, entity, or organization or misrepresenting your affiliation with any other person, entity, or organization. 3. Copying any content that would be in violation of patent, trademark, copyright law, or other protected material.

### **Guideline II: Unauthorized Access**

Account users shall be responsible for unauthorized access made through their username and password. For this reason this Service recommends that users change their passwords periodically.

### **Guideline III: Assignment Storage and Other Limitations**

We not responsible or liable for the deletion of messages or other information.

### **Guideline IV: Warranty**

We warrant that the software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt. This Service and/or its suppliers entire liability and your exclusive remedy for breach of the foregoing warranty shall be, at our option, from time to time exercised subject to

applicable law, (a) return of the price paid (if any) for the Software, or (b) repair or replacement of the Software that does not meet this Limited Warranty and that is returned to us with a copy of your receipt. You will receive the remedy elected by this Service without charge, except that you are responsible for any expenses you may incur (eg., cost of shipping). This warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or virus. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

Except for the limited warranty expressly provided above, the Software has been provided by us solely "as is," and without warranty by us and/or any of its licensors of any kind, and, to the maximum extent allowed by applicable law, this Service and/or any of its licensors expressly disclaim all warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, and any warranty of non-infringement. There is no warranty that the functions contained in the Software will meet your requirements, that the use thereof will be error free or that the Software is free of viruses or other harmful components. This Service and/or any of its licensors do not warrant, guarantee, or make any representations regarding the use of the results of the use of the Software with respect to its performance, accuracy, reliability, security capability, correctness or otherwise. No oral or written information or advice given by any person shall create a warranty in any way whatsoever relating to this Service and/or any of its licensors. The exclusion of implied warranties is not permitted by some jurisdictions and thus, the above exclusion may not apply to you.

### **Guideline V: Liability**

You assume total responsibility for the use of the Software and use the same at your own risk. This Service exercises no control over and has no responsibility whatsoever for actions taken on the internet and this Service expressly disclaims any responsibility for such actions. You acknowledge to this Service, and for this Service's benefit and the benefit of its directors, employees, licensors, and agents that the software may contain bugs and is not designed or intended for use in mission critical environments requiring fail-safe performance.

You, and this Service, are entirely responsible for maintaining the confidentiality of your passwords and account(s) and are responsible for any and all activities which occur under your account(s). You and this Service agree to notify us, and your district authorities immediately of any unauthorized use of your account or any other breach of security known to you.

## **Guideline VI: Termination and Cancellation**

Either you or this Service may terminate or cancel your account at any time. This service is hosted by FTC Hosting Services. You can cancel your account by notifying our Customer Service department at 1-888-237-6740, by sending your cancellation to: PO Box 1361, Bloomington, IL 61702-1361, or by fax to 309-663-5025.