Engage! Learning, Inc. dba engage2learn Website Terms of Use

1. User’s Acknowledgment and Acceptance of Terms

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These Terms of Use are effective as of November 7, 2017. e2L reserves the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.
2. Definitions

“Affiliates” means our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors or joint venturers. "e2L", as used herein, includes e2L’s Affiliates.

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work that You submit to e2L for inclusion in, or documentation of, any of the products owned or managed by e2L, including but not limited to the Site. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent or transmitted to e2L or its representatives, including but not limited to content edits, content submissions, communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, e2L.

3. Description of Services

E2L makes various services available on this site including, but not limited to, the e2L Studio. Fees for the various services are set out in the agreement between e2L and your employer and as may be further described elsewhere in this site. You are responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and modem, and your own Internet access.

E2L reserves the sole right to modify or discontinue the site, including any features therein, at any time with or without notice to you. E2L shall not be liable to you or any third party should e2L exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that e2L has no control over third party networks you may access in the course of using this site, and therefore, delays and disruption due to other network transmissions are completely beyond our control.
You understand and agree that the services available on this site are provided “AS IS” and that e2L assumes no responsibility for the timeliness, accuracy of material, deletion of material from the site, or failure to store any user communications or personalization settings.

4. Registration Data and Privacy

In order to access some of the services on this site, you will require a separate account name and password. You must also complete our online registration form, which requests certain information and data (“Registration Data”) and maintain and update your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

You also grant e2L the right to disclose to third parties certain Registration Data about you. The information e2L obtains through your use of this site, including your Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

5. Conduct on Site

Your use of the site is subject to all applicable laws and regulations, including common netiquette, and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service, including but not limited to the e2L Studio features, that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content, including text, communications, software, images, sounds, data, or other information that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized advertising, junk or bulk email (also known as “spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. Impersonates any person or entity, including any of our employees, representatives, or users.

E2L neither endorses nor assumes any liability for the contents of any material uploaded or submitted by third party users of the site. E2L generally does not pre-screen, monitor, or edit the content posted by users of the e2L Studio, chat rooms, message boards, newsgroups, or other interactive services that may be available on or through this site. However, e2L and our agents have the right at our sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. E2L is not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against e2L arising out of such removal of content. See “Use of Your Materials” below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of this site may be available to you or other authorized users of this site. You shall not interfere with another user’s use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that e2L may at any time, and at e2L’s sole discretion, terminate your access without prior notice to you for violating any of the provisions of these Terms of Use. In addition, you acknowledge that e2L will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

6. Third Party Sites and Information

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and
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1. A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed;
3. Information reasonably sufficient to permit e2L to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
4. Identification of the material that is claimed to be infringing and that is to be removed and information reasonably sufficient to permit e2L to locate that material;
5. A statement that the complaining party has a good faith belief that use of the material in the complained of manner is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

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Engage! Learning, Inc. 307 Inverness Pt.
Portland, TX 78374
361.704.9654
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SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. Indemnification

UPON A REQUEST BY e2L, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD e2L AND OUR AFFILIATES HARMLESS FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEY’S FEES THAT ARISE FROM YOUR USE OR MISUSE OF THIS SITE INCLUDING BUT NOT LIMITED TO THE SHARING OF MATERIALS. E2L RESERVED THE RIGHT AT OUR OPTION TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH e2L IN ASSERTING ANY AVAILABLE DEFENSES.
12. Use of Site and Storage of Material

You acknowledge that e2L may establish general practices and limits concerning use of the services available on our site, including without limitation the maximum number of days that uploaded content will be retained on the site, the maximum disk space that will be allotted to any user’s materials, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. You agree that e2L has no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this site. You acknowledge that e2L reserves the right to log off accounts for which a subscription fee has not been paid or that are inactive for an extended period of time. You further acknowledge that e2L reserves the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

E2L provides access to material through our site. For purposes of these Terms of Use, “material” refers to all forms of communication that e2L allows, which may (but will not necessarily) include material in the e2L Studio, narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), video recordings, and audio recordings. You may not use this site to publish material that e2L determines, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described in “Conduct on Site” above. E2L will not routinely monitor the contents of the site. However, if complaints are received regarding language, content, or graphics contained in your contributions, e2L may, at our sole discretion, remove them. E2L may also suspend the account or restrict access to it.

The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of your account or limitation of your activities.

This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although e2L takes reasonable precautions to preserve and protect the material you upload to the site, you should not rely on the site as your storage facility. You should preserve copies of any materials that you have uploaded. You agree not to hold e2L liable for any damage to or any deletion of your materials.
13. Security and Password

You are solely responsible for maintaining the confidentiality of your password and account name and for any and all statements made and acts or omissions that occur through the use of your password and account name. Therefore, you must take steps to ensure that others do not gain access to your password and account name. You may not transfer or share your account with anyone, and e2L reserves the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

14. International Use

Although this site may be accessible worldwide, e2L makes no representation that materials on this site are appropriate or available for use in locations outside the United States, and accessing them from locations where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

15. Termination of Use

Your right to access and use the site pursuant to this Agreement shall upon the earliest of (1) e2L’s termination of the Agreement for any reason; (2) Your breach of the Terms of Use or other stated e2L policies; or (3) the end of Your employment with Employer, whether by reason of termination or resignation.

You are further advised any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that e2L may immediately deactivate or delete your account and all related information and files in your account. E2L shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by e2L in connection therewith. Sections 1, 4, 5–12, and 15–17 of these Terms of Use shall survive any termination.
16. Governing Law

This site (excluding any linked sites) is controlled by e2L from our offices within the State of Texas, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this site both of us agree that the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the District Court of San Patricio County, Texas and the United States District Court for the Southern District of Texas with respect to such matters.

17. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to e2L must be sent to the attention of Clark Buerk at cbuerk@engage2learn.org, if by email, or at Engage Learning, Inc. dba engage2learn, 307 Inverness Pt., Portland, TX 78374, if by conventional mail. Notices to you may be sent either to the email address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, e2L may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

18. Entire Agreement

This Engage Learning, Inc. dba engage2learn Website Terms of Use along with the contract between your employer and e2L, if any, constitute the entire agreement and understanding between us concerning the subject matter hereof and supersede all other agreements and understandings of the parties with respect thereto. To the extent that anything in or associated with
this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

## 19. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys’ fees. Any cause of action brought by you against e2L or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use, and any purported attempt to do so shall be null and void. E2L may freely assign our rights and obligations under these Terms of Use.

In addition to any excuse provided by applicable law, e2L shall be excused from liability for non-delivery or delay in delivery of services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, cyber-attack, computer virus and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by e2L to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

## 20. Contact Information

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