



WebStudy LMS Terms of Service

1. ACCEPTANCE OF TERMS

Welcome to the WebStudy LMS. WebStudy provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. In addition, when using particular WebStudy services, you and WebStudy shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

2. DESCRIPTION OF SERVICE

WebStudy currently provides users with access to a rich collection of on-line resources, including, online forums, user presentations, synchronous interaction, etc. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that WebStudy assumes no responsibility for the timeliness, deletion, miss-delivery or failure to store any user communications or contributions.

3. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a User Name and Password (Logon). You are responsible for maintaining the confidentiality of this information, and are fully responsible for all activities that occur under your Logon. You agree to immediately notify WebStudy of any unauthorized use of your Logon or any other breach of security. WebStudy cannot and will not be liable for any loss or damage arising from your failure to notify us of changes or problems.

WebStudy may use your registration information to contact you to clarify a question, assist you with a problem, or facilitate communication with other users. If you participate in activities on the web site, we may use your User Information to help you, coordinate your efforts with other users and staff, or express appreciation. If your registration information is accessed, it will be by WebStudy staff only. WebStudy will not give your registration information to other users. We do not sell our customer names, addresses, or other information to third parties for any purpose.



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4. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), are the sole responsibility of the person from which such Content originated. This means that you, and not WebStudy, are entirely responsible for all Content that you upload, post, or otherwise transmit via the Service. WebStudy does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. All users therefore agree that all access and use of WebStudy is the user's own risk. Under no circumstances will WebStudy be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content transmitted via the Service.

You agree to not use the Service to:

- a. upload, post, or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a WebStudy official, community leader, forum moderator, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. upload, post, or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in areas that are designated for such purpose;
- h. upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;



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- i. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- j. "stalk" or otherwise harass another; or
- k. collect or store personal data about other users.

You acknowledge that WebStudy does not pre-screen Content, but that WebStudy and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, WebStudy and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. WebStudy makes every effort to keep all data at this site accurate and up to date, but make no warranties or representations regarding the data. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by WebStudy or submitted to WebStudy, including without limitation information in WebStudy.com forums and user presentations and in all other parts of the Service.

You acknowledge and agree that WebStudy may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of WebStudy, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.



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5. INDEMNITY

You agree to indemnify and hold WebStudy, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

6. MODIFICATIONS TO SERVICE

WebStudy reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that WebStudy shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

7. TERMINATION

You agree that WebStudy, in its sole discretion, may terminate Logon (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if WebStudy believes that you have violated or acted inconsistently with the letter or spirit of the TOS. WebStudy may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that WebStudy may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that WebStudy shall not be liable to you or any third-party for any termination of your access to the Service.

8. DEALINGS WITH BUSINESS PARTNERS

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9. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because WebStudy has no control over such sites and resources, you acknowledge and agree that WebStudy is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that WebStudy shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

11. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

WEBSTUDY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. WEBSTUDY MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE

UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL

PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.



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c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WEBSTUDY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

10. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WEBSTUDY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WEBSTUDY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

11. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTION 11 MAY NOT APPLY TO YOU.