

Crossroads of Learning Terms of Use

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2. Refund/Cancellation/Expiration policy. A refund of purchase price less a 10% (minimum \$35.00) processing fee, will be given if any authentication codes delivered to the purchaser have not been used and a written request for a refund is made to the Registrar (email registrar@crossroadsoflearning.com). Refunds requested after use of the authentication codes will be considered on a case by case basis solely at the discretion of *Crossroads of Learning*. Any payments via credit card, check or money order which are stopped by the purchaser or unavailable due to insufficient funds may result in course cancellation without notice. Inappropriate behavior by students may also result in immediate cancellation without refund at the discretion of the Registrar. In order to insure teacher availability for all enrollments, authentication codes expire in one month if unused. Please contact *Crossroads of Learning* in the event you need a replacement code, or wish to purchase multiple codes to be used over an extended period of time. Course may have limitations on length of student participation after which point access will be removed. Please consult the website and relevant syllabus for more information.

3. Restrictions. PROVIDERS systems contain copyrighted material, trade secrets, and other proprietary materials of the PROVIDERS. You agree that in order to protect those proprietary materials, except as expressly permitted by applicable law, neither you nor a third party acting on your behalf will: (i) copy, decompile, disassemble or reverse engineer the Software or the course content; (ii) modify or create derivative works of the Software or course content; (iii) use the Software or course content in any manner to provide service bureau, commercial time-sharing or other computer services to third parties; (iv) transmit the Software or course content or provide its functionality, in whole or in part, over the Internet or other network; or (v) sell, distribute, rent, lease, sublicense or otherwise transfer the Software or course content to a third party,

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5. Termination. This Agreement is effective until terminated. Upon any violation of any of the provisions of this Agreement, rights to use the online learning system and the course content shall automatically terminate and the user name and password will be disabled. You may also terminate this Agreement at any time by notifying Crossroads of Learning that you want to terminate the agreement. If Crossroads of Learning makes a request via public announcement or press release, or direct notice to stop using the online learning system and the course content, you will comply immediately with this request. The provisions of paragraphs 3, 7, 8 and 12 will survive any termination of this Agreement.

6. Limited Product Warranty. PROVIDERS warrant to you that the systems will substantially conform to published documentation and that any deviation from the documentation or discovered bugs will be corrected in a timely manner. The PROVIDERS limited warranty is nontransferable and is limited to the original purchaser of the license to use the online learning system and the courses. This warranty gives you specific legal rights, and you may also have other rights which vary

under local laws.

7. Remedies. PROVIDER's entire liability and the limit of your remedy for any breach of warranty shall be, at PROVIDER's option, to: (a) repair the online learning system, or (b) refund the price paid. Any refund will be prorated for the remainder of the original license period or thirty (30) days, whichever is longer. These remedies are void if failure of the online learning system has resulted from accident, abuse, not keeping your computer updated with the appropriate operating system updates or misapplication.

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12. Agreements for Minors. If you are acquiring this license for a Minor child you agree to all the terms of the agreement and you agree to take reasonable actions to ensure that the course you purchased is appropriate for the minor who will be using it.

13. General Terms and Conditions. This Agreement will be governed by and construed in accordance with the laws of the U.S and the State of California, Los Angeles County, without regard to or application of its choice of law rules or principles. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

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