



# **Terms and Conditions**

of EduPortle Inc.

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Your use of the Site is governed by the version of this Agreement in effect on the date of use. EduPortle may modify this Agreement at any time and without prior notice. Your continued use of and access to the EduPortle Site constitutes your acknowledgement of, and agreement to, the then current Terms and Conditions and to having reviewed the most current version of the Terms and Conditions. Please also note that the terms and conditions of this Agreement are in addition to any other agreements between you and EduPortle, including any customer or account agreements, and any other agreements that govern your use of products, services, content, tools, and information available on the Site. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with EduPortle, or its subsidiaries or affiliates, for the Service or otherwise. If you do not agree to all the terms of this Agreement and/or EduPortle's Privacy Policy, you are not eligible to participate in EduPortle's Service or otherwise use this Site. This Agreement applies to all users of the Site or Service who in any way use the Site or Service provided by EduPortle (in each case, a "User").

EduPortle reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the information, materials and descriptions on the Site and to suspend and/or deny access to the Site for any reason. The information and materials on the Site may contain typographical errors or inaccuracies. Any dated information is published as of its date only, and EduPortle does not undertake any obligation or responsibility to update or amend any such information. EduPortle may discontinue or change any product or service described in or offered on the EduPortle Site at any time. EduPortle further reserves the right, in its sole discretion, to block or otherwise discontinue your access and use of the Site at any time and for any reason. You agree that EduPortle and its subsidiaries and affiliates will not be liable to you or to any third party for any such modification, suspension or discontinuance.

### **Modification of Agreement**

EduPortle reserves the right, at its sole discretion, to modify or replace any of the terms of this Agreement, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) at any time. Such modification shall become part of this Agreement and are automatically effective once posted on the Site or by sending you an email. This Agreement may not be orally amended. EduPortle may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check the terms of this Agreement periodically for changes. Your continued use of the Service following the posting of any changes to the Terms and Conditions constitutes acceptance of those changes.

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You agree that EduPortle may, at its sole discretion and to the extent permitted by law, access, read, preserve and disclose your account information, usage history and submitted Content in order to: (a) comply with any applicable law, regulation, legal process, or governmental request; (b) respond to claims that any Content violates the rights of third parties, including intellectual property rights; (c) enforce this Agreement and investigate potential violations thereof; (d) detect, prevent, or otherwise address fraud, security, or technical issues; (e) respond to your requests for customer service; or (f) protect the rights, property, or personal safety of EduPortle, its users, or the public.

## **Authorized User**

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Notwithstanding the above, you are responsible for monitoring your account and should promptly report any unauthorized or suspicious activity in your account to us at: [info@eduportle.com](mailto:info@eduportle.com)

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## **Copyright Policy**

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### **Indemnification**

You shall defend, indemnify, and hold harmless EduPortle, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Site, Service, Content or otherwise from your User Submissions, violation of the Agreement, or infringement by you, or any third party using the your account, of any intellectual property or other right of any person or entity. EduPortle reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with EduPortle in asserting any available defenses.

### **Limitation of Liability**

IN NO EVENT SHALL EduPortle, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF

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### **Governing Law; Arbitration**

This Agreement (and any further rules, policies or guidelines incorporated by reference herein) shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of law. Unless otherwise agreed in writing by User and EduPortle, any dispute arising out of or relating to the Agreement, or the breach hereof, shall be finally resolved by arbitration administered by the jurisdiction of the courts of the State of Florida.

### **Registration Data; Account Security**

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the registration Data, and any other information that you provide to EduPortle, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to EduPortle.

### **Integration and Severability**

This Agreement is the entire agreement between you and EduPortle with respect to the Service and use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and EduPortle with respect to the Site. If any provision of the Terms and Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

### **Changes to these Terms and Conditions**

EduPortle may occasionally update these terms and conditions. When we do, we will revise the "last updated" date at the top and bottom of the terms and conditions statement. If we make any material changes in the way we collect, use and/or share personal information that we collect about you through the sites, we will notify you by sending you an email at the last email address that you provided us and/or by prominently posting notice of the changes on the sites.

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