

# **EduStruct Terms and Conditions**

## **Agreement between user and www.edustruct.com**

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edustruct.com is Learning Management/Student Management Software  
EduStruct offers a secured social networking service and virtual learning environment for K-12 schools and higher education institutions that allow users to create, manage, and share academic content all over the world. These are also known as a learning management system (LMS) or course management system (CMS), the cloud-based platform provides tools needed to manage an online classroom.

## **Privacy**

Your use of www.edustruct.com is subject to EduStruct's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **Electronic Communications**

Visiting www.edustruct.com or sending emails to EduStruct constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## **Your account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that EduStruct is not responsible for third party access to your account that results from theft or misappropriation of your account. EduStruct and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

EduStruct collects personally identifiable information from children under the age of thirteen. EduStruct collects this information for the following reason(s):

If you would like to utilize or customize some features of the Services, you must first register with EduStruct. When you register, we will request certain personal information, including, but not limited to, contact information, such as your name, city and state, and e-mail address as well as demographic information such as your age, gender and interests. This information better enables us to provide you with content relevant to your interests and provides us with aggregate data that EduStruct uses to improve the Services. We may also ask you for information about your system or how you use EduStruct products and services.

EduStruct gathers information about all users collectively, such as what areas users visit most frequently and what services users access most often. EduStruct automatically logs IP addresses, session sources, and other data which tracks users' access to the Services. We analyze these logs for sales and marketing purposes as well as system performance monitoring. These logs are analyzed for the aggregate trends they reveal about our customers and how the customers use the Services, not for the behaviors of individual users.

We provide information about our personal data practices for children on our home page and wherever we knowingly collect personal data from children on our Web site. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website. If you are a parent and you have questions regarding our data collection practices, please contact us using the information provided at the end of this Agreement. If you are under 18, you may use [www.edustruct.com](http://www.edustruct.com) only with permission of a parent or guardian.

Where applicable, EduStruct is compliant with the Policies of FERPA, CIPA, and COPPA

### **Cancellation/Refund Policy**

You are responsible for using your account and other services at least once every thirty (30) days. EDUSTRUCT MAY DELETE ACCOUNTS AND/OR OTHER SERVICES THAT HAVE BEEN INACTIVE FOR THIRTY (30) DAYS OR MORE.

### **Links to third party sites/Third party services**

[www.edustruct.com](http://www.edustruct.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of EduStruct and EduStruct is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. EduStruct is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by EduStruct of the site or any association with its operators.

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All content included as part of the Service, such as text, graphics, logos, images, as well as the

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### **Use of communication services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

EduStruct has no obligation to monitor the Communication Services. However, EduStruct reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. EduStruct reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

EduStruct reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in EduStruct's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. EduStruct does not control or endorse the content, messages or information found in any Communication Service and, therefore, EduStruct specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized EduStruct spokespersons, and their views do not necessarily reflect those of EduStruct.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

### **Materials provided to [www.edustruct.com](http://www.edustruct.com) or posted on any EduStruct web page**

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No compensation will be paid with respect to the use of your Submission, as provided herein. EduStruct is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in EduStruct's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **Third Party Accounts**

You will be able to connect your EduStruct account to third party accounts. By connecting your EduStruct account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Service is controlled, operated and administered by EduStruct from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the EduStruct Content accessed

through [www.edustruct.com](http://www.edustruct.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless EduStruct, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. EduStruct reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with EduStruct in asserting any available defenses.

### **Liability disclaimer**

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### **Termination/access restriction**

EduStruct reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Delaware and you hereby consent to the exclusive jurisdiction and venue of courts in Delaware in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and EduStruct as a result of this agreement or use of the Site. EduStruct's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of EduStruct's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by EduStruct with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and EduStruct with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and EduStruct with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

EduStruct reserves the right, in its sole discretion, to change the Terms under which [www.edustruct.com](http://www.edustruct.com) is offered. The most current version of the Terms will supersede all previous versions. EduStruct encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

EduStruct welcomes your questions or comments regarding the Terms:

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Effective as of December 17, 2012