

## WEB SITE TERMS AND CONDITIONS OF USE

### 1. User's Acknowledgment and Acceptance of Terms

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These Terms of Use are effective as of *08/01/2011*. We reserve 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. Payment of Fees

If you subscribe to a service on this site that requires payment of a fee, you agree to pay all fees associated with such service. For all charges for services on this site, we will bill your credit card. Recurring charges are billed in advance of service. You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and to provide us with any changes in such information within 30 days of the change.

If, for any reason, your credit card company refuses to pay the amount billed for the service, you agree that we may, at our option, suspend or terminate your subscription to the service and require you to pay the overdue amount by other means acceptable to us. We may charge a fee for reinstatement of suspended or terminated accounts.

You agree that until your subscription to the service is terminated, you will continue to accrue charges for which you remain responsible, even if you do not use the service.

In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

### **3. Conduct on Site**

Your use of the site is subject to all applicable laws and regulations, including 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 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 or unsolicited advertising, junk or bulk e-mail (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, students or representatives.

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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. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us 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 the site may be available to you or other authorized users of the site. You shall not interfere with anyone else'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 we may at any time, and at our sole discretion, terminate your membership without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we 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.

#### **4. 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 parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

#### **5. Intellectual Property Information**

1966 501(c)3 Non Profit Status

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Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any circumstance.

We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes its copyright, trademark, or other property rights have been infringed by a posting on this site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;

3. Information reasonably sufficient to permit us 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 or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;

5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and

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SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **8. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ISLE OF WIGHT ACADEMY AND PARTNERS SHALL NOT BE LIABLE TO YOU 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 ISLE OF WIGHT ACADEMY OR PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE ISLE OF WIGHT ACADEMY SERVICES; (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 ISLE OF WIGHT ACADEMY SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON ISLE OF WIGHT ACADEMY SERVICES; OR (v) ANY OTHER MATTER RELATING TO ISLE OF WIGHT ACADEMY SERVICES.

## **9. Indemnification**

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys' fees, that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **10. Participation in Promotions**

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation, or responsibility for any part of any such correspondence or promotion.

## **11. Security and Password**

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

## 12. Governing Law

This site (excluding any linked sites) is controlled by us from our offices within the Commonwealth of Virginia, United States of America. It can be accessed from all fifty states, as well as from other countries around the world. As each of these places has laws that may differ from those of Commonwealth of Virginia, by accessing this site, both of us agree that the statutes and laws of the Commonwealth of Virginia. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Isle of Wight County and the United States Isle of Wight Circuit Court for the Isle of Wight Circuit Court, 5th Judicial Circuit of Virginia District of the Commonwealth of Virginia with respect to such matters.

## 13. General Information

**Entire Agreement.** The Terms (including any policies, guidelines or amendments that may be presented to your form time to time such as Program Policies and Legal Notices) constitute the entire agreement between you and ISLE OF WIGHT ACADEMY and govern your use of ISLE OF WIGHT ACADEMY services, super ceding any prior agreements between you and ISLE OF WIGHT ACADEMY for the use of ISLE OF WIGHT ACADEMY services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other ISLE OF WIGHT ACADEMY services, affiliate services, third-party content or third-party software.

**Choice of Law and Forum.** The Terms and the relationship between you and ISLE OF WIGHT ACADEMY shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of law provisions. You and ISLE OF WIGHT ACADEMY agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Isle of Wight, Virginia.

**Waiver and Severability of Terms.** The failure of ISLE OF WIGHT ACADEMY to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

**Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of ISLE OF WIGHT ACADEMY services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section headings in the Terms are for convenience only and have no legal or contractual effect.



#### **14. Entire Agreement**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement, or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. 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.