



Terms and Conditions

Read Before Accessing MyEduWebsite.

Effective Date: This Terms of Use Agreement was last updated on 21th March 2013.

This Terms and Conditions Agreement sets forth the standards of use of the www.myeduwebsite.com Online Service for Registered Members. By using the www.myeduwebsite.com site you ("A Member") agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this site. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at www.myeduwebsite.com website. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

1. Description of Service

Learn to Enterprises Ltd is providing A Member with access to a website building tool (www.MyEduWebsite.com) that enables users to create and publish EDUCATIONAL web sites ('User Site') that are hosted on www.MyEduWebsite.com. A Member must provide: (1) all equipment necessary for their own Internet connection, including computer and modem (2) provide access to the Internet (3) pay any fees relating to such connection. Learn to Enterprises Ltd does not approve or control such User Sites and does not routinely review or monitor such Sites. In addition, you understand and acknowledge that your business dealings, correspondence or interactions with any User Site and any terms, conditions, warranties or representations associated with such dealings or interactions are solely between you and the operator of such User Site. Therefore, you acknowledge and agree that Learn to Enterprises Ltd is not responsible or liable in any manner for, and makes no representations or warranties of any kind regarding, the content, functionality, business, legality, accuracy, completeness, quality, reliability, security, usefulness or practices of any user sites or for any dealings with or transactions conducted on or in connection with any user site. The hosting of any User Site does not imply endorsement or sponsorship by Learn to Enterprises Ltd or any association or affiliation with its operators or the content, business or operation of the User Site, and if you create any User Site, you may not do anything to imply any such endorsement, sponsorship, association, affiliation or relationship with Learn to Enterprises Ltd. You use and interact with such user sites at your own risk. You may not use the name, logo or other trademarks of Learn to Enterprises Ltd to imply any sponsorship, affiliation or relationship between you and Learn to Enterprises Ltd other than that Learn to Enterprises Ltd is hosting your User Site.

2. Disclaimer of Warranties

www.MyEduWebsite.com is provided by Learn to Enterprises Ltd on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, Learn to Enterprises Ltd makes no representations or warranties of any kind, express or implied, regarding the use or the results of this site in terms of its correctness, accuracy, reliability, or otherwise. Learn to Enterprises Ltd, nor any of their agents, shall have no liability for any interruptions in the use or availability of www.MyEduWebsite.com site. Learn to Enterprises Ltd disclaims all warranties with regard to the



information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, therefore the above-referenced exclusion is inapplicable.

3. Limitation of Liability

Learn to Enterprises Ltd shall not be liable for any damages whatsoever, and in particular shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to www.MyEduWebsite.com or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Learn to Enterprises Ltd has been advised of the possibility of such damages. Some jurisdictions do not allow for the limitation or exclusion of liability for incidental or consequential damages, therefore some of the above limitations is inapplicable.

4. Indemnification

A Member agrees to indemnify and hold Learn to Enterprises Ltd, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of A Member's use of the Service, the violation of this Agreement, or infringement by A Member, or other user of the Service using A Member's computer, of any intellectual property or any other right of any person or entity.

5. Members Account

Member's must be affiliated with an educational institution. All Members of the Service shall receive a password and an account. A Member is entirely responsible for any and all activities which occur under their account whether authorized or not authorized. A Member agrees to notify Learn to Enterprises Ltd of any unauthorized use of A Member's account or any other breach of security known or should be known to the Member. A Member's right to use the Service is personal to the Member. A Member agrees not to resell or make any commercial use of the Service without the express written consent of Learn to Enterprises Ltd. Learn to Enterprises Ltd reserves the right, in its sole discretion, to terminate your account and your access to www.MyEduWebsite.com, or any portion thereof, and to remove or block access to any User Site or any User Content at any time without notice for any reason (including uploading of unacceptable Content or for any violation of these Terms) or for no reason.

By using the Service, you agree that:

- You will use the service for its intended purpose of the creation and growth of an online presence for educational institutions.
- You may not upload, publish, post, distribute or disseminate any material that defames, abuses, harasses, stalks, threatens or otherwise violates the legal rights (such as rights of privacy and publicity) of others.
- You may not upload, publish, post, distribute or disseminate any content that is otherwise deemed as pornographic and/or obscene by Learn to Enterprises Ltd. This includes but is not limited to commercial pornography, paedophilia, incest, bestiality, child pornography, or anything similar that violates any applicable laws. Learn to Enterprises Ltd. will report any evidence of child pornography along with all known user identification and information to



the relevant law enforcement agencies. Users may not use the Learn to Enterprises Ltd. Toolset to create sites containing content, such as pornography or violence, that is not generally thought to be appropriate for viewing by children (“Adult Content”) nor may they use Learn to Enterprises Ltd., the Service and/or the Learn to Enterprises Ltd. Subdomains for hosting and/or distributing and/or publishing Adult Content, including the use of the service for Escort or Prostitution Services.

- You may not upload, publish, post, distribute or disseminate any material that promotes hatred towards groups based on race or ethnic origin, religion, disability, gender, age, and sexual orientation/gender identity.
- You may not upload, publish, post, distribute or disseminate any material that constitutes a direct threat of violence against any person or group of people.
- You may not upload, publish, post, distribute or disseminate any material that impersonates or is intended to impersonate others in a manner that is intended to mislead or does mislead or confuse others.
- You may not upload, publish, post, distribute or disseminate any third party files and or content that contain material, in any form, protected by intellectual property laws (or by rights of privacy and/or publicity) unless you own or control the rights thereto or have received all necessary consents. You may not post private individual or company information without the expressed permission of such parties.
- You may not knowingly violate the intellectual property rights of a third party on any user site.
- You may not upload, publish, post, distribute or disseminate any files that contain viruses, malware, malicious codes, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- You may not use www.MyEduWebsite.com toolset for the transmission of spam and/or any type of viral marketing, pyramid scheme and/or phishing scheme.
- You may not use affiliate links to third party sellers who have not approved you into their affiliate programs.
- You may not download, upload, publish, post, distribute or disseminate any file posted by another user of the www.MyEduWebsite.com Toolset and Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- You may not 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 content contained in a file that is uploaded, downloaded, published, posted, distributed or disseminated using www.MyEduWebsite.com Toolset.
- You may not use the Learn to Enterprises Ltd. Toolset to harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- You may not upload, publish, post, distribute or disseminate any unauthorized private, confidential and personal information about others.
- You may not upload, publish, post, distribute or disseminate any material that is used for unlawful purposes or for the promotion of dangerous and illegal activities.



6. Modifications and Interruption to Service

Learn to Enterprises Ltd reserves the right to modify or discontinue the Service with or without notice to A Member. Learn to Enterprises Ltd shall not be liable to A Member or any third party should Learn to Enterprises Ltd exercise its right to modify or discontinue the Service. A Member acknowledges and accepts www.Myeduwebsite.com is currently in beta for use by Members only and that Learn to Enterprises Ltd. does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

7. Fair Use Policy

Members are allowed to create multiple websites within their account, but these must all relate to not more than ONE single school. Though no limit is placed on content storage and bandwidth, we reserve the right to restrict individual Member's accounts should this affect the performance of the service. Fair use notices will be issued if Accounts use more than 750MB of storage or 2GB of data transfer per month

8. Third-Party Sites

www.MyEduWebsite.com includes links to other sites on the Internet that are owned and operated by online merchants and other third parties. A Member acknowledges that we are not responsible for the availability of, or the content located on or through, any third-party site. A Member should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. A Member's use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Members to review said privacy policies of third-parties' sites.

9. Disclaimer Regarding Accuracy of Vendor Information

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While Learn to Enterprises Ltd makes every effort to ensure that the information on this site is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this site. Learn to Enterprises Ltd makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and Members acknowledge that any reliance on representations and warranties provided by any Vendor shall be at A Member's own risk.

10. Governing Jurisdiction of the Courts

Our site is operated and provided in the United Kingdom. As such, we are subject to the laws of the United Kingdom, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our site or other services are appropriate, legal or available for use in other locations. Accordingly, if Members choose to access our site A Member agrees to do so subject to the internal laws of the United Kingdom.

11. Compliance with Laws

A Member's assumes all knowledge of applicable law and is responsible for compliance with any such laws. A Member may not use the Service in any way that violates applicable United Kingdom or international laws, regulations or other government requirements. A Member further agrees not to



transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

12. Copyright and Trademark Information

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12. Botnets

Learn to Enterprises Ltd retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, Learn to Enterprises Ltd reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

13. Other Terms

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. A Member agrees that this Terms of Use Agreement and any other agreements referenced herein may be assigned by Learn to Enterprises Ltd , in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to A Member's participation. A Member's agrees that by accepting this Terms of Use Agreement, A Member's is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement

13. Cancellation Policy

Your membership to MyEduWebsite.com will continue until you cancel your subscription. Cancellations will occur at the end of the agreed subscription period. We provide no refunds for partial unused months. This cancellation policy applies to all Premium Services EXCEPT DOMAINS. Please see "Domain Terms" for more information.

14. Domain Registration

Domain registration is brought to you through a partnership with GoDaddy. You are the legal owner



of the domain registration. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you agree to pay all such applicable taxes, levies, or duties.

We will make reasonable efforts to contact you before your registration period expires and provide you with the option to renew your domain registration. If we are unable to contact you using the information you provide, Learn to Enterprises Ltd. shall not be liable for loss of the domain. , Learn to Enterprises Ltd. reserves the right to change its prices at any time.

You cannot return or exchange your domain, all sales are final.