



Terms of Service

Agreement

This Terms of Service ("Agreement") outlines the terms and conditions in which Technology Education Consulting and Research will provide you with Products and Services. The section headings used herein are for convenience only and shall not be given any legal meaning or interpretation.

Technology Education Consulting and Research and you agree that the spirit of this Agreement is a reasonable business contract. Both parties agree to live up to the spirit of the contract on a best effort basis, and provide reasonable notice to one another concerning changes to this Agreement or cancellation of service should this be necessary for any reason. This Agreement is personal to you and you may not assign your rights or obligations to anyone and any attempt to do so will be null and void.

Any waiver, exemption, or failure to enforce any violation of this Agreement by Technology Education Consulting and Research shall be deemed to be a waiver and shall not affect Technology Education Consulting and Research' right to enforce such violation or any preceding or subsequent violation.

Technology Education Consulting and Research reserves the right to refuse service to anyone at any time.

Capacity and Legality

You certify to Technology Education Consulting and Research that you are not a minor, you have the capacity to enter into this Agreement, and that your intended and actual use of Technology Education Consulting and Research' services is not illegal.

Applicable Law

You agree and understand that the laws of the State of California govern the terms of this Agreement and that the State of California in which Technology Education Consulting and Research is located will be the forum for any legal action or dispute involving Technology Education Consulting and Research. You further agree that any controversy or claim that may arise between us shall be resolved in Irvine, California.

Severability

If any term of this Agreement is deemed invalid, void, or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of the remaining terms of this Agreement.

Changes in Terms

This Agreement may be revised at any time at the sole discretion of Technology Education Consulting and Research. Any modification is effective immediately upon the posting of such changes on the Technology Education Consulting and Research' Web site <http://www.TechEdCR.com> which is our only obligation for notification of such modification(s). Your continued use of Technology Education Consulting and Research' products and services after any modification to this Agreement will be conclusively deemed an acceptance of all such modification(s).

Disclaimer

You agree to use all Technology Education Consulting and Research' products, services and facilities at your own risk. Technology Education Consulting and Research specifically disclaims all warranties of merchantability and fitness for a particular purpose. Under no circumstances, including negligence, will Technology Education Consulting and Research, be liable for any loss, or loss of data, or other commercial damage, including but not limited to direct, indirect, incidental, special, consequential, or other damages that result from the use of or inability to use Technology Education Consulting and Research' services including but not limited to mistakes, omissions, interruptions, integrity of files or data, errors, defects, viruses, delays, transmission, or any failure of performance, whether or not limited to acts of nature, communications failure, theft, destruction or unauthorized access to Technology Education Consulting and Research' records, programs or services. You hereby acknowledge that this provision will apply whether or not Technology Education Consulting and Research is given notice of the possibility of such damages and that this provision will apply to all content, merchandise or services available through Technology Education Consulting and Research.

Indemnity

You agree to protect, defend, indemnify, and hold harmless Technology Education Consulting and Research, its affiliates and partners from and against any and all liability, loss, or expense arising from claims of libel, unfair competition, unfair trademarks, trade names or patents, violations of rights of privacy and infringement of copyrights and property rights resulting from your use of Technology Education Consulting and Research.

By entering into this Agreement, you indemnify Technology Education Consulting and Research for any violation of this Agreement, or law that results in loss to Technology Education Consulting and Research or the bringing of any claim against Technology Education Consulting and Research by any third-party. This means that if Technology Education Consulting and Research is sued because of your activity, you will pay any damages awarded against Technology Education Consulting and Research, plus costs and reasonable attorneys' fees.

Arbitration and Dispute Resolution

You agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be exclusively settled by arbitration in Irvine, California, and administered by the American Arbitration Association under its Commercial Arbitration rules. You agree that any claim you make must be brought by you individually, and can not be combined or aggregated with the claims of others. Judgment on the award rendered by the Arbitrator(s) shall be final, binding, and non-appealable, and may be entered in any court having jurisdiction thereof. The Arbitrator(s) shall require the non-prevailing party to pay all fees and costs of the arbitration.

Assumption of Risk

Technology Education Consulting and Research cannot monitor, verify, warrant, vouch for accuracy or quality, review, edit, or censor the Internet, and will not attempt to do so. Technology Education Consulting and Research cannot accept any responsibility for injury to you that results from inaccurate, unsuitable, offensive, or illegal Internet communications. When you place information on the Internet, you have the same liability as other authors for copyright infringement, defamation, and other harmful speech.

As a matter of prudence, Technology Education Consulting and Research urges you to assume that all of your on-line communications are insecure. Technology Education Consulting and Research cannot take any responsibility for the security of information transmitted over Technology Education Consulting and Research' facilities.

Termination

This Agreement is effective when you first request or use Technology Education Consulting and Research' services and continues until terminated by either party. If either party terminates this Agreement, you are still responsible for any charges on your account. Once either party receives notice of termination, no further charges will be made to your account beyond those incurred through the end of the paid term.

You may cancel your service at any time by notifying Technology Education Consulting and Research in person or in writing. No refund will be issued for any prepaid services or fees should you elect to terminate this Agreement prior to the end of the specified term. Annual services may be terminated prior to the end of the specified term, however, the amount refunded will be subject to an Early Termination fee. If you cancel your service, any files you have stored on Technology Education Consulting and Research' servers will be removed immediately. You should ensure that you have copied any files you wish to keep prior to submitting your request to cancel service.

Technology Education Consulting and Research reserves the right to discontinue service, or any portion of service, at any time. Should Technology Education Consulting and Research elect to terminate this Agreement, for reasons not associated with any violation of this Agreement, you will, within 30 days, be issued a pro-rated refund for all prepaid services and fees for the remainder of the paid term excluding any prepaid fees to third party vendors (i.e., Domain Name Registrars, Security Certificates, etc.). Additionally, Technology Education Consulting and Research will make every effort to allow at least 7 days for you to copy any files you have stored on Technology Education Consulting and Research' servers before they are removed.

If your account is terminated due to a violation of this Agreement, you will not be entitled to a refund or credit of any prepaid amount and Technology Education Consulting and Research is under no obligation to provide access to any files or services.

Monitoring

Technology Education Consulting and Research will not, as an ordinary practice, monitor your communications to ensure that they comply with Technology Education Consulting and Research' policy or applicable law. However, when Technology Education Consulting and Research becomes aware of harmful activities, we may take

any action to stop the harmful activity, including but not limited to, removing information, shutting down a Web site, implementing screening or blocking software, denying access, or any other action we deem appropriate. Technology Education Consulting and Research monitors its service manually and electronically to determine that its facilities are operating satisfactorily.

Technology Education Consulting and Research may disclose information, including but not limited to, information concerning you, a transmission made using our network, or a Web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Technology Education Consulting and Research assumes no obligation to inform you that your information has been provided and in some cases may be prohibited by law from giving such notice. Additionally, Technology Education Consulting and Research may disclose your information or information transmitted over its network where necessary to protect Technology Education Consulting and Research and others from harm, or where such disclosure is necessary for the proper operation of the system.

Maintaining Account Information

You agree to use your Account page to review and update the information you submitted during registration if it changes. Specifically, you agree to review and update your: name, address, city, state, postal code, country, phone number, and e-mail address.

Access to your account is controlled by your username and password. You agree to use a [significantly complex password](#), protect the confidentiality of your password, and not share your password with anyone else. If you know, or suspect, someone else has gained knowledge of your password, you must go to the Change Password page and reset it. You are responsible for all activity associated with access through your account.

Your contract restricts access to only those who signed the contract and within their immediate employment or as specified in the contract. No other accounts may be added or have access to the products and services unless expressly requested to Technology Education Consulting and Research and is not in violation of the current contract.

E-Mail And Communications

You agree that we may send you periodic administrative and renewal notices and otherwise communicate with you about your account by e-mail, telephone, or other means. You agree to update your account information for changes in your e-mail address and telephone number. Technology Education Consulting and Research is not responsible if you do not receive notice from us due to incorrect e-mail address or other circumstances beyond our control.

Domain Name Registration

The registration of a domain name confers no legal right to that name. Any domain name associated with a closed account for which no alternative name service has been arranged will be unregistered. Domains registered for you through Technology Education Consulting and Research as the agent will remain in the control of Technology Education Consulting and Research and will not be moved or otherwise

transferred from Technology Education Consulting and Research until such time as all outstanding fees and charges are collected.

Acceptable Use Policy

Summary

Technology Education Consulting and Research respects that the Internet provides for free and open discussion and dissemination of information; however, when there are competing interests at issue, Technology Education Consulting and Research reserves the right to take certain preventive or corrective actions. In order to protect these competing interests, Technology Education Consulting and Research has developed this Acceptable Use Policy, which is intended to serve as a guide to your rights and obligations when utilizing Technology Education Consulting and Research' services.

Restricted Activities

Some activities may adversely impact Technology Education Consulting and Research' services or business and are therefore restricted. The following activities are permitted but require a signed [Restricted Use Agreement](#) between Technology Education Consulting and Research and you and may involve additional charges.

Any client that you join under this restricted activities clause must agree to and abide by these Terms Of Service. Technology Education Consulting and Research reserves the right of final approval for any and all clients hosted.

- **Affiliate** -- Reselling any Technology Education Consulting and Research' service or services in whole or in part to a third party. An affiliate account is an independent account for which you are responsible for the third party billing and support and Technology Education Consulting and Research bills you at a discounted rate.
- **Sub-Hosting** -- Hosting third party domains within your site regardless of whether or not you charge them for the service. An additional charge applies per sub-hosted site as shown under Web Hosting, Sub-Hosted Site.

Prohibited Activities

Because the information you create is carried over Technology Education Consulting and Research' servers and network, your postings to the Internet may affect other customers and may harm Technology Education Consulting and Research. For these reasons, you violate Technology Education Consulting and Research' policy and this Agreement when you engage in the following prohibited activities:

- **Spamming** -- Sending unsolicited bulk and/or commercial messages over the Internet (known as "spam").
- **Relaying Messages** -- Maintaining an open SMTP relay or automatically forwarding messages with the intent to obscure their origin.
- **Forging of Headers** -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
- **Illegal or Unauthorized Access to Other Computers or Networks** -- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of

another individual's system (known as "hacking") or any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

- **Distribution of Viruses, Worms, Trojan Horses, or Other Destructive Activities** -- Distributing information regarding the creation, use, or distribution of any viruses, worms, Trojan horses, pinging, flooding, or mailbombing.
- **Denial of Service Attacks** -- Disrupting the use of or interfering with the ability of others to effectively use the network or any connected network, system, service, or equipment.
- **Intellectual Property Violations** -- Infringing or misappropriating the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. The burden of determining that any material is not protected by copyright rests with you. Technology Education Consulting and Research is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement.
- **Reverse Engineering and Decrypting** -- Reverse engineering, reverse assembling, reverse compiling, decompiling, disassembling, translating, decrypting, or otherwise altering any executable code, script, contents, or materials belonging to or made available through Technology Education Consulting and Research. Such actions are subject to serious civil and criminal legal penalties and Technology Education Consulting and Research may pursue such penalties to the full extent of the law to protect its rights and the rights of publishers, authors and its other licensors.
- **Personal Rights Violations** -- Violating privacy, publicity, or other personal rights of others.
- **Obscene Speech or Materials** -- Advertising, transmitting, storing, posting, displaying, or otherwise making available obscene speech or material.
- **Defamatory or Abusive Language** -- Transmitting or posting defamatory, harassing, abusive, or threatening language.
- **Other Illegal Activities** -- Advertising, transmitting, or otherwise making available illegal activities including ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, and exporting encryption software.
- **Other Activities** -- Any activity, whether lawful or unlawful, that Technology Education Consulting and Research determines to be harmful to its customers, operations, reputation, goodwill, or customer relations.

Terms of Payment

Current Rates and Fees

Technology Education Consulting and Research reserves the right to increase, reduce, or institute new fees, service charges, or surcharges at any time without prior notice. Technology Education Consulting and Research' current product and service rates may be obtained through the Web site at <http://www.TechEdCR.com>, the current fees that you may be charged are:

- **Reinstate Service, \$30.00** -- If service is terminated because of a past due account or any violation of this Agreement, a Reinstate Service fee will be added to your account balance. The full account balance (including all fees) must be paid before service will be reinstated.
- **Early Termination, \$20.00** -- If service is terminated before one year for any annual service, an Early Termination fee will be added to your account balance before any refund is calculated.
- **Late Payment, \$25.00** -- If we have not received your payment by its due date, a Late Payment fee will be added to your account balance. Any invoice that is more than 14 days past due will result in a termination of service.
- **Returned Check (NSF), \$35.00** -- Any check or ACH transaction that is not negotiable will result in a Returned Check fee being added to your account balance.

Payment Obligation

You are required to keep your account current. Technology Education Consulting and Research is not obligated to notify you of payment due by any means other than the posting of an Invoice under the Members area on the Technology Education Consulting and Research' Web site. You are obligated to pay the full invoiced amount including applicable taxes and fees whether or not they were provided in an original quote or incurred afterward within 14 days of invoice date. You will also be liable for all attorney and collection fees arising from Technology Education Consulting and Research' efforts to collect any unpaid balance on your account(s).

Method of Payment

Technology Education Consulting and Research accepts personal checks, company checks, cashier's checks and money orders drawn on US funds only and made payable to:

**Technology Education Consulting and Research
15333 Culver Suite 340452
Irvine, CA 92604**

949-419-7030

To insure proper credit, please write your invoice number on your check or enclose a copy of your invoice.

Service Level Agreement

Service Level Agreement For Hosting Accounts

This Web Site Availability Service Level Agreement applies to you if you have any of Technology Education Consulting and Research' web-based products and services, and your account is current (i.e., not past due). As used herein, the term "Web Site Availability" means the approximate percentage (averaged at 730 hours for monthly contracts and 8760 hours for annual contracts) that the content of your Web site is available for access by third parties via HTTP and HTTPS, as measured by Technology Education Consulting and Research.

Service Level Goal

Technology Education Consulting and Research' goal is to achieve 100% Web Site Availability for all customers.

Remedy

Subject to the Exceptions and Credit Request sections below, if your Web site availability is less than 100%, Technology Education Consulting and Research will issue a credit, as a discount to your next service renewal, to you in accordance with the appropriate schedule below, with the credit based on actual outage hours experienced during the contract period.

Monthly Contracts

Outage Hours	Availability	Restitution	Credit
1 Hr or Less	> 99.86%	None	0%
8 Hrs or Less	> 98.90%	2 Days	6.56%
24 Hrs or Less	> 96.71%	4 Days	13.15%
48 Hrs or Less	> 93.42%	6 Days	19.73%
Over 48 Hrs	< 93.42%	8 Days	26.30%

Availability percentage is provided for comparison only, any credit due, will be determined by Outage Hours.

Annual Contracts

Outage Hours	Availability	Restitution	Credit
1 Hr or Less	> 99.99%	None	0%
8 Hrs or Less	> 99.91%	1 Week	1.92%
24 Hrs or Less	> 99.73%	2 Weeks	3.84%
48 Hrs or Less	> 99.45%	3 Weeks	5.75%
72 Hrs or Less	> 99.18%	4 Weeks	7.67%
120 Hrs or Less	> 98.63%	6 Weeks	11.51%
168 Hrs or Less	> 98.08%	8 Weeks	15.34%
Over 168 Hrs	< 98.08%	10 Weeks	19.18%

Availability percentage is provided for comparison only, any credit due, will be determined by Outage Hours.

Exceptions

Technology Education Consulting and Research will guarantee only those areas considered under the control of Technology Education Consulting and Research: Technology Education Consulting and Research' owned servers, routers, and Internet connections. Customer will not receive any credit extension under this Service Level Agreement in connection with any failure or deficiency of Web Site Availability caused by or associated with:

- Scheduled or emergency maintenance and upgrades.
- Customer's (or others authorized by Customer) acts or omissions, including, without limitation, custom scripting or coding, any negligence, willful misconduct,

or use of services in breach of Technology Education Consulting and Research' Terms Of Service.

- Failure of access circuits to the Technology Education Consulting and Research' network.
- Issues with FTP (File Transfer Protocol), POP3 (Post Office Protocol), or SMTP (Simple Mail Transfer Protocol) Customer access, delivery, or transmission.
- DNS (Domain Name Server) propagation and caching issues.
- Erroneous reporting of outages or errors by any Technology Education Consulting and Research' measurement system.
- Outages elsewhere on the Internet that hinder access to your Web site.
- Circumstances beyond Technology Education Consulting and Research' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, e-commerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this Service Level Agreement.

Additionally, Technology Education Consulting and Research will not issue a credit for those services that Technology Education Consulting and Research purchases from third parties. This includes Domain Name Registration and SSL Certificate (128 bit).

Credit Request

In order to receive a credit to your account, you must make a request by sending an e-mail message to customerservice@TechEdCR.com. Each request in connection with this Service Level Agreement must include your Technology Education Consulting and Research' Client ID Number and the dates and times of the unavailability of your Web site. All credit requests must be received by Technology Education Consulting and Research within five (5) business days after your Web Site was not available. If the unavailability is confirmed by Technology Education Consulting and Research, a credit in the form of a discount applied to your next service renewal will be applied to your account.

A credit in the form of a discount applied to your next service renewal is your sole and exclusive remedy with respect to any failure or deficiency in the availability of your Web site.