

Effective **11/14/2012**

The use of services from , [hereafter referred to as "Provider"] constitutes agreement to these terms.

### **1) Account Setup / Email on file**

We will setup your account after receipt of all required account information, payment receipt verification and the conclusion of all order & fraud screening processes. Providing false contact information of any kind may result in the termination of your account.

### **2) Content**

All services provided by Provider may only be used for lawful purposes. The laws of the State of Wisconsin, and the United States of America apply.

The customer agrees to indemnify and hold harmless Provider from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. Any account found to be in violation of another's copyright will be expeditiously removed, or access to the material disabled. Any account found to be in repeated violation of copyright laws will be suspended and/or terminated from our hosting.

Provider services, including all related equipment, networks and network devices are provided only for authorized customer use. Provider systems may be monitored for all lawful purposes, including to ensure that use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. Use of Provider system(s) constitutes consent to monitoring for these purposes.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

### **3) Payment Information**

You agree to supply appropriate payment for the goods and services received from Provider, in advance of the time period during which such services are provided. Cancellations must be done in writing via the cancellation process provided. Once we receive your cancellation and have confirmed all necessary information with you via e-mail, we will inform you in writing (typically email) that your account has been canceled.

As a client of Provider, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. Provider provides a thirty (30) day grace period from

the time the invoice is generated and when it must be paid. Provider reserves the right to change the monthly payment amount and any other charges at anytime.

#### **4) Cancellations and Refunds**

Provider reserves the right to cancel the account at any time with or without notice. **Violations of the Terms of Service will waive the refund policy.** See our refund policy for more information about returning merchandise.

#### **5) Indemnification**

Customer agrees that it shall defend, indemnify, save and hold Provider harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Provider, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Provider against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Provider; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from Provider's server.

**6) Arbitration** By using any Provider services, you agree to submit to binding arbitration. If any disputes or claims arise against Provider or its subsidiaries, such disputes will be handled by an arbitrator of Provider's choice. An arbitrator from the American Arbitration Association will be selected. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this Arbitration Clause. You are also responsible for any and all costs related to such arbitration.

#### **7) Disclaimer**

Provider shall not be responsible for any damages your business may suffer. Provider makes no warranties of any kind, expressed or implied for services we provide. Provider disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Provider and its employees.

#### **8) Disclosure to law enforcement**

Provider may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

#### **9) Changes to the TOS**

Provider reserves the right to revise its policies at any time without notice.

#### **How To Contact Us**

Should you have other questions or concerns about these privacy policies, please call us at or send us an email at **[Katie@ellynsatterinstitute.org](mailto:Katie@ellynsatterinstitute.org)**.