

# Conditions of Use

*Last Updated July 1, 2017*

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- A learning management system which organizations may subscribe to and provide to their users for the purpose of providing educational services
- Online Courses which users may subscribe to individually or as part of a package or certification offering.
- EDSI products and web-based services.

These services are collectively referred to as “EDSI SERVICES”

**BY USING EDSI WEBSITES OR EDSI SERVICES, YOU AGREE TO THESE CONDITIONS. PLEASE READ THEM CAREFULLY.**

## 1. GENERAL

### 1.1 TERMS OF USE

Usage of EDSI Services is governed by this document as well as any Master Services Agreement that you have signed or previously agreed to. These documents are collectively referred to as the “TERMS OF USE”.

### 1.2 USER ACCOUNTS

EDSI provides an account that enables a designated User to manage the Services, manage User access to the Services, and provide general support on behalf of an Organization. “USER” means any user of the Services.

### 1.3 UPDATES

From time to time, we may update this document to clarify our practices or to reflect new or different practices, such as when We add new features, and EDSI reserves the right in its sole discretion to modify and/or make changes to these Terms at any time. If We make any material change to these Terms, We will notify You using prominent means such as by email notice sent to the email address specified in Your Account or by posting a notice through Our Services. Modifications will become effective on the day they are posted unless stated otherwise.

Your continued use of Our Services after changes become effective shall mean that You accept those changes. You should visit the website regularly to ensure You are aware of the latest version of the Terms, as any revised Terms shall supersede all previous Terms.

### 1.4 EQUIPMENT

You are solely responsible for all service, telephony, data charges and/or other fees and costs associated with Your access to and use of the Services, as well as for obtaining and maintaining all telephone, computer hardware and other equipment required for such access and use.

### 1.5 ELECTRONIC COMMUNICATIONS

When you use EDSI Services, or send e-mails, text messages and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other EDSI Services, such as our Message Center, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## 1.6 PRIVACY

Please review our Privacy Notice, which also governs your use of EDSI Services, to understand our practices. Our Privacy Policy can found at <http://www.edsi.us.com/privacy.pdf>

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### 3.1 RESTRICTIONS

The rights granted to you in the Terms are subject to the following restrictions (a) You shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the EDSI Services except to the extent the foregoing restrictions are expressly prohibited by applicable law, (b) you shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to “scrape” or download data from any web pages contained in the Website, (c) except as expressly stated herein, no part of the EDSI Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (d) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the EDSI Services. Any future release, update or other addition to the EDSI Services shall be subject to the Terms. EDSI, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the EDSI Services terminates the licenses granted by EDSI pursuant to the Terms.

## 4. REGISTRATION

To use certain Services, You will need to register and obtain an account and password. When You register, the information You provide to Us during the registration process will help Us in offering content, customer service, network management and other services. You are solely responsible for maintaining the confidentiality of Your account, UserName, and password (collectively, Your “Account”) and for all activities associated with or occurring under Your Account. You represent and warrant that Your Account information will be accurate at all times. You must notify Us (a) immediately of any unauthorized use of Your Account and any other breach of security, and (b) ensure that You exit from Your Account at the end of each use of the Services. To the extent permissible under applicable law, we cannot and will not be responsible for any loss or damage arising from Your failure to comply with the foregoing requirement or as a result of use of Your Account, either with or without Your knowledge, prior to Your notifying Us of unauthorized access to Your Account.

## 5. CONTENT

### 5.1 TYPES OF CONTENT

You acknowledge that all Content, including the EDSI Services, is the sole responsibility of the party from whom such Content originated. This means that You, and not EDSI, are entirely responsible for all content that You upload, post, e-mail, transmit or otherwise make available ("MAKE AVAILABLE") through the EDSI Services ("YOUR CONTENT"). Other Users of the EDSI Services and not EDSI, are similarly responsible for all content such other Users Make Available through the EDSI Services ("USER CONTENT").

### 5.2 NO OBLIGATION TO PRE-SCREEN CONTENT

You acknowledge that EDSI has no obligation to pre-screen Content (including, but not limited to, Your Content and User Content), although EDSI reserves the right in its sole discretion to pre-screen, refuse, or remove any Content that (a) violates any law or regulation, (b) violates these Terms, including the User Code of Conduct set forth in Section 6 hereof, and/or (c) otherwise creates liability for EDSI.

### 5.3 OWNERSHIP

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Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in the EDSI Services. EDSI does not claim ownership of Your Content. However, you grant EDSI a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of operating and providing the EDSI Services. When You as a User post or publish Your Content on or in the EDSI Services, you represent that you have the authority to grant the aforementioned license to EDSI. Please remember that other Users may search for, see, use, modify, and reproduce any of Your Content that you submit to any area of the EDSI Services that is generally available to all Users. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above.

### 5.5 YOUR ACCOUNT

Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments or any other area on or in the EDSI Services, you hereby expressly permit EDSI to identify you by your UserName as the contributor of Your Content in any publication in any form, media, or technology now known or later developed in connection with Your Content.

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## 6. CONDUCT

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You agree to indemnify, defend, and hold EDSI, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively the “EDSI Parties”) harmless from any Losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your content; (b) your use of, or inability to use, the EDSI Services; (c) your violation of the Terms; (d) your violation of any rights of another party, including any User; or (e) your violation of any applicable laws, rules or regulations.

EDSI Services 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 EDSI in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Terms, or your access to the EDSI Services.

## 8. DISCLAIMER

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## 9. PRICING AND REFUND

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### 9.1 ORGANIZATION SUBSCRIPTIONS

Subscriptions between EDSI and an Organization for the use of EDSI Services are governed by Your Master Service Agreement, and Your Services Order Form.

The Master Service Agreement for the Digital Academy Online Learning Platform can be found here: [www.DigitalAcademy.org/MSSA.pdf](http://www.DigitalAcademy.org/MSSA.pdf)

For Subscription Customers not using the Digital Academy, You can request a copy of your signed Master Service Agreement for EDSI Data Center Services by e-mailing [billing@edsi.us.com](mailto:billing@edsi.us.com).

9.2 **INDIVIDUAL COURSES AND LEARNING MATERIALS**  
EDSI provides Online Courses for a variety of Content Providers. These courses are purchased individually or as part of a certification package. EDSI does not provide refunds for these courses unless there is a billing error caused by EDSI. Customers should notify EDSI within 60 days of the billing error to obtain a refund.

9.3 **EDSI PRODUCT SALES**  
Physical Products purchased from EDSI are governed by the Terms of Sale, which can be found here: [www.edsi.us.com/TandC.pdf](http://www.edsi.us.com/TandC.pdf)

## 10. TERM & TERMINATION

10.1 **TERM**  
The TERM for ORGANIZATION SUBSCRIPTIONS is outlined in your Master Services Agreement and Your Services Order Form.

The Term for INDIVIDUAL COURSES will be One Year from the Date of Purchase, unless otherwise specified in the Course Summary, as indicated on the Course Receipt.

10.2 **TERMINATION OF SERVICES BY EDSI**  
If you have breached any provision of the Terms, or if EDSI is required to do so by law (e.g., where the provision of the Website, the Application, or the Services is, or becomes, unlawful), EDSI has the right to suspend or terminate any Services provided to you or to delete any of Your Content. You agree that all termination for cause shall be made in EDSI's sole discretion and that EDSI shall not be liable to you or any third-party for any termination of Your Account. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also may include deletion to your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. EDSI will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.