

Subscription Terms and Conditions

LICENSE. For valuable consideration paid under the terms of this Agreement, CourseAvenue grants Subscriber a license to use Service for the creation of courseware ("Content") for the duration of this Agreement. Pricing of CourseAvenue Service may be based on the specific quantities of contributors each of which will be given a separate account login and password that shall not be shared with third parties or other employees who do not have licenses. Subscriber understands that all elements of Service provided, including but not limited to actual software, code, web page designs, trademarks, copyrights, training materials are the sole property of CourseAvenue. CourseAvenue reserves the right to update, upgrade, add or remove features of its Service at any time. Unless otherwise specified, CourseAvenue grants Subscriber an unlimited, royalty-free, perpetual license to use Content created by Subscriber. Under no conditions shall subscriber disassemble, de-compile or otherwise alter or interface with the CourseAvenue Content Player.

RESTRICTIONS. You may not access the Service if you are a direct competitor of CourseAvenue, except with CourseAvenue's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service; (ii) modify or make derivative works based upon the Service; (iii) create Internet "links" to the Service or "frame" or "mirror" any the Service. Subscriber shall not reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

You may use the Service for your internal business purposes and shall not: (i) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or be in violation of third party privacy rights; (ii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

PAYMENT. CourseAvenue invoicing for Service begins on the first day that the Subscriber account is available for use and periodically thereafter. Subscriptions cannot be cancelled and all amounts paid are nonrefundable. You are responsible for paying for all Subscription fees for the entire Subscription Term regardless of use or nonuse of Service. Any undisputed payment not received when due will bear interest at the rate of 1.5% per month or the highest rate permitted by law. Subscriber understands and agrees that CourseAvenue may suspend Services, and shall have the right to deny access to and withhold Content stored in Subscriber's account if payment of undisputed fees is ten (10) or more business days delinquent. Additionally, CourseAvenue is entitled to recover any sums expended in connection with the collection of undisputed sums not paid when due, including reasonable attorneys' fees.

SUBSCRIPTION RENEWAL. CourseAvenue will automatically renew your Subscription (a) every month for monthly licenses, (b) every quarter for quarterly licenses, (c) each year on the subsequent anniversary for annual licenses, or (d) as otherwise mutually agreed upon. You will be invoiced or your credit card will be billed not less than 15 days before the subscription renewal period. The renewal term will be equal to the then-current Subscription Term and charges will be equal to the then-current Subscription fee. CourseAvenue's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

TERM AND TERMINATION. The initial term of this Agreement will be for the number of months set forth from the date that Subscriber account is available. This agreement will renew automatically for a subsequent term of same duration as the initial term at the end of this period. Either party may terminate this Agreement by providing the other party written notice of termination at least 30 days prior to the end of such period.

INDEMNIFICATION. Subscriber agrees to release, indemnify, and hold CourseAvenue, their contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the CourseAvenue Service provided hereunder or your use of the CourseAvenue Services, including without limitation infringement by Subscriber, or someone else using any CourseAvenue Service with your computer, of any intellectual property or other proprietary right of any person or entity, or from any damage, infringement, or injury deemed resulting from any Content or materials developed, modified, or distributed with Subscriber's account with CourseAvenue Service. Should CourseAvenue be threatened with suit by a third party, CourseAvenue may seek written assurances from Subscriber concerning a promise to indemnify CourseAvenue; Subscriber's failure to provide those assurances may be considered by CourseAvenue to be a breach of this Agreement and may result in deactivation of Subscriber's account.

MODIFICATION OF TERMS. CourseAvenue reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

RESPONSIBILITY OF SUBSCRIBER. Subscriber agrees that Subscriber is solely responsible for the Content developed using Subscriber's account and that use, distribution, or communication of any Content developed by Subscriber is solely at the discretion and risk of Subscriber. This provision shall remain in force after the termination of this Agreement.

CONFIDENTIALITY. CourseAvenue acknowledges that Subscriber's Content may contain trade secrets, proprietary know-how, or other confidential business information. In the course of providing Service, CourseAvenue will learn of such information and shall treat Subscriber's Content as strictly confidential and as sole property of Subscriber. CourseAvenue employs modern Internet security measures within its Service to keep Subscriber's Content secure from third parties; However, Subscriber acknowledges that no measure is 100% secure in this regard. Subscriber agrees to safeguard account login and password information and shall immediately notify CourseAvenue if it is believed there has been unauthorized activity of Subscriber's account.

LIMITED WARRANTY. Subscriber understands and agrees that CourseAvenue Service is provided "AS IS" and "AS AVAILABLE." CourseAvenue expressly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement. CourseAvenue makes no warranty of representation regarding CourseAvenue's Service, any information, materials, goods or services obtained through CourseAvenue's website, or that CourseAvenue's Services will meet any subscriber requirements, or be uninterrupted, timely, secure, or error free. Use of CourseAvenue's Service and website are at the Subscriber's sole risk.

LIMITATION OF LIABILITY. To the maximum extent permitted by law, in no event will CourseAvenue, its suppliers or affiliates be liable for any special, incidental, indirect, exemplary or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of, or resulting from (I) The use of or inability to use the CourseAvenue Service, website, or Software, or (II) The provision of or failure to provide support services, or (III) Unauthorized access to or alteration of Subscriber's Content. In any case, CourseAvenue's maximum cumulative liability and Subscriber's exclusive remedy for any claims arising out of or related to this agreement will be limited to the amount actually paid by the subscriber for the subscription services in the previous 12 months.

MARKETING PERMISSION. Upon the Effective Date of the Agreement, Subscriber grants CourseAvenue permission to include Subscriber's name and logo on CourseAvenue web site and in a general press release. The parties agree that any materials released in the public domain will not disclose information that either party may describe as confidential. CourseAvenue shall provide Subscriber the opportunity to review said marketing collateral prior to its general release.

GENERAL. This Agreement shall be interpreted by the laws of the State of Illinois.