

FFL/Go Phonics TOS
Foundations for Learning, LLC/
Go Phonics® E-LEARNING
TERMS OF SERVICE

Last Updated: June 19, 2016 03:40PM PT

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR GO PHONICS E-LEARNING ACCOUNT.

1. ACCEPTANCE OF TERMS Foundations for Learning, LLC/Go Phonics® ("FFL/GP") provides its services on the Go Phonics E-Learning website of purchased viewing of the Tutorials to you, subject to the following Terms of Service ("TOS"), which may be updated from time to time. Please bookmark this page to review the most current version of the TOS at any time. Your use of any purchased website viewing and its downloadable materials constitutes your agreement to all such terms, conditions, policies, and notices (the "Agreement"). This Agreement is a legal document that governs the terms and conditions of your subscription to the Go Phonics E-Learning site with tutorials and any accompanying downloadable materials. You are also agreeing to accept a non-exclusive, non-assignable right and license to use the Go Phonics E-Learning site and its resources. Go Phonics E-Learning is offered and sold on a subscription basis; however, certain areas are available to visitors without cost on a trial or demonstration basis.

2. DESCRIPTION OF SERVICE Foundations for Learning, LLC/Go Phonics ("FFL/GP") provides users with access to on-line tutorials (the "Service") that support the Go Phonics Reading Program. The tutorials address the lessons presented in the Go Phonics Teacher's Guide and materials used to teach the program. The subscription is divided into a 2-part collection of viewings that can be subscribed to separately or together. Part 1 includes Assessing, Pronunciation, Level 1 – Alphabet, and Level 2 – Short Vowels. Part 2 supports the lessons in Level 3 – Long Vowels, Level 4 – Vowels Controlled by r and l, and Level 5 – More Vowel Pairs. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new resources, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that FFL/GP assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. SUBSCRIPTION USAGE A subscription grants access to the purchased Go Phonics E-Learning portion of the website as well as permission to use any copyrighted resources posted to that site provided as a supplement to the Go Phonics Reading Program materials. Each educator using the resources must have a subscription in order to obtain the necessary permission. Each Go Phonics E-Learning subscription is valid for one family or classroom only (with up to 36 students). If your family or classroom has less than 36 students, it is not permitted to share a subscription with another family or classroom. Purchasers of Go Phonics E-Learning Tutorial Subscription may not resale, distribute or otherwise share their tutorial viewing and download files with parties outside of the individual classroom or family for which the license is purchased. For purposes of this subscription, a subscription may not be purchased for a virtual classroom. Subscriptions must be maintained for continued viewing and permission to use downloaded, copyrighted materials. Each subscription must be registered in the name of the classroom teacher using the resources.

As part of the registration process, each educator will select, or be provided with, a username and password ("Username"). You agree to provide us with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the website. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the resources or access the account. You may not (a) select or use a Username of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not authorized by you.

You also agree that Usernames may not be shared with anyone outside the registered classroom and/or family. They may only be used by the administrator, or educator to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of Usernames issued hereunder.

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5. DISCLAIMER OF WARRANTIES YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

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9. HEADINGS FOR CONVENIENCE ONLY The section titles in the TOS are for convenience only and have no legal or contractual effect.

10. INDEMNIFICATION You agree to indemnify, defend, and hold Foundations for Learning, LLC/Go Phonics harmless from any claims and expenses, including reasonable attorneys' fees, arising from or related to any breach by you of any terms of this Agreement.

11. LETTERS, REVIEWS, OR OTHER SUCH COMMENTS OR MATERIALS Any comments, materials, or letters sent by you to Foundations for Learning, LLC/Go Phonics, including without limitation, questions, comments, suggestions, criticisms or the like ("Received Materials") shall be deemed to be non-confidential and free of any claims of proprietary or personal rights unless you explicitly state in the correspondence that the letter is "not for publication" and contains "private and proprietary" information that may not be distributed. Foundations for Learning, LLC/Go Phonics shall have no obligation of any kind with respect to such Received Materials and Foundations for Learning, LLC/Go Phonics will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from, and/or distribute, the Received Materials without limitation or restriction. Furthermore, Foundations for Learning, LLC/Go Phonics is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Foundations for Learning, LLC/Go Phonics for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information, without compensation or any other obligations to anyone, including you.

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14. SEVERABILITY In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

15. ENTIRE AGREEMENT This Agreement and any other terms and conditions of service on a Foundations for Learning, LLC/Go Phonics website constitute the entire agreement between you and Foundations for Learning, LLC/Go Phonics and govern your use of the Service.

16. REFUSAL OR DISCONTINUANCE OF SERVICE In the event that Foundations for Learning, LLC/Go Phonics determines, in its sole discretion, that a User has breached any portion of these terms and conditions, it reserves the right to (i) warn the User via e-mail that she or he has violated this Agreement; (ii) discontinue the User's account and/or any other Foundations for Learning, LLC/Go Phonics service.

17. CHOICE OF LAW AND FORUM The laws of the State of Washington will govern this Agreement. The laws of the State of Washington will govern any dispute arising from the terms of this agreement or breach of this agreement and you agree to personal jurisdiction by the state and federal courts sitting in Wenatchee, Washington. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration. Foundations for Learning, LLC/Go Phonics makes no representation that materials on Foundations for Learning, LLC/Go Phonics are appropriate or available for use in all locations. Those who choose to access Foundations for Learning, LLC/Go Phonics do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable Foundations for Learning, LLC/Go Phonics® ("FFL/GP") provides its services on the Go Phonics website of purchased viewing of the E-Tutorials to you, subject to the following Terms of Service ("TOS"), which may be updated from time to time. Please bookmark this page to review the most current version of the TOS at any time. Your use of any purchased website viewing and its downloadable materials constitutes your agreement to all such terms, conditions, policies, and notices (the "Agreement"). This Agreement is a legal document that governs the terms and conditions of your subscription to the Go Phonics E-Learning site with tutorials and any accompanying downloadable materials. You are also agreeing to accept a non-exclusive, non-assignable right and license to use the Go Phonics E-Learning site and its resources. Go Phonics E-Learning is offered and sold on a subscription basis; however, certain areas are available to visitors without cost on a trial or demonstration basis.

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18. SEVERABILITY

In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of

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19. ENTIRE AGREEMENT

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21. CHOICE OF LAW AND FORUM

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