

## 1. Acceptance

- The following terms and conditions (the 'Agreement') govern all use of the App "CSchedule". In this Agreement, 'You' or 'Your' means the person accepting this Agreement and the company (if any) on whose behalf he/she is acting, and 'We,' 'Us,' 'Our,' or 'CSchedule' means E2WSTUDY, LLC. By using or accessing any part of the Service, You agree that You have read, understand, and agree to be bound by all of these terms and conditions. If You do not agree to all of these terms and conditions, You must not use the App "CSchedule". If You are entering into this Agreement on behalf of a company, You represent that You have the authority to bind that company to the terms of this Agreement. We reserve the right, in Our sole discretion, to modify or replace any of the terms or conditions of this Agreement at any time. Your continued use of the Service following the posting of any changes to this Agreement constitutes your acceptance of those changes and You are responsible for reviewing those terms as We notify You about them.

## 2. Advice

- The contents of the App do not constitute advice and should not be relied upon in making or refraining from making, any decision.

## 3. Change of Use

CSchedule reserves the right to:

- 3.1 Change or remove (temporarily or permanently) the App or any part of it without notice and You confirm that E2WSTUDY shall not be liable to You for any such change or removal.
- 3.2 Change these Terms and Conditions at any time, and Your continued use of the App following any changes shall be deemed to be Your acceptance of such change.

## 4. What Restrictions Govern Your Use of the Service (CSchedule)?

- 4.1 You will not, nor permit anyone else to, directly or indirectly: (i) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying algorithms of all or any part of the Service (except that this restriction will not apply to the limited extent Your local law prohibits restrictions on reverse engineering); (ii) modify or create derivatives of any part of the Service; (iii) rent, lease, or use the Service for timesharing or service bureau purposes, or otherwise use the Service for any commercial purpose; or (iv) remove or obscure any proprietary notices on the Service. E2WSTUDY (and not You) owns all title, ownership rights, and intellectual property rights in and to the Service, and any copies or portions thereof.
- 4.2 You will not use any "deep-link", "page-scrape," "robot," "spider," or other automatic device, program, algorithm or methodology, or any similar manual process, to access, acquire, copy or monitor any portion of the Service or any Content (as that term is defined in Section 4 below), or in any way reproduce or circumvent the navigational structure or presentation of the Service or any Content, to obtain or attempt to obtain (through any means) any materials, documents or information that are not purposely made available as part of the Service.
- 4.3 You will not attempt to gain unauthorized access to any portion or feature of the Service, or any other systems or networks connected to the Service or to any E2WSTUDY server, or to any of the services offered on or through the Service, by hacking, password "mining," or any other illegitimate means.
- 4.4 You will not probe, scan or test the vulnerability of the Service or any network connected to the Service, and You will not breach the security or authentication measures on the Service or any network connected to the Service.
- 4.5 You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or E2WSTUDY's systems or networks, or any systems or networks connected to the Service or to E2WSTUDY.
- 4.6 You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any transaction being conducted on the Service, or with any other person's use of the Service.
- 4.7 You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmission You send to E2WSTUDY on or through the Service. You will not, in connection with the Service, pretend (e.g., through impersonation) that You are any other individual or entity.
- 4.8 You will not use the Service or any Content for any purpose or in any manner that is unlawful (including, without limitation, in any manner which violates the export or trade controls of the U.S. or any other country) or prohibited by this Agreement, or which infringes the rights of E2WSTUDY or others.
- 4.9 Your use of the Service is subject to all applicable local, state, national and international laws and regulations. Without limitation, You represent and warrant and agree to not use the Service to upload, post, transmit, share, store or otherwise make available:
  - 4.9.1 any content or Item that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
  - 4.9.2 any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any similar form of solicitation;

## 5. Copyright

- You agree that all content (including without limitation text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software, forum postings, and video) and materials (collectively, "Content") delivered via the Service or otherwise made available by E2WSTUDY, LLC at the App are the exclusive property of E2WSTUDY and are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Content does not include Your User Data (as defined above), which is Your property. Except as expressly authorized by E2WSTUDY in writing, You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or content. However, You may print or download a reasonable number of copies of the Content on the App for Your own informational purposes; provided, that You retain all copyright and other proprietary notices contained in that Content. Reproducing, copying or distributing any Content for any other purpose is strictly

prohibited without the express prior written permission of E2WSTUDY, LLC. You may also use the E2WSTUDY, LLC name and/or logo, solely in accordance with E2WSTUDY's Trademark Guidelines; provided, however, E2WSTUDY can revoke that privilege at any time.

#### **6. Disclaimers and Limitation of Liability**

- 6.1 The Service is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 6.2 To the extent permitted by law, E2WSTUDY will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Service.
- 6.3 E2WSTUDY makes no warranty that the functionality of the Service will be uninterrupted or error free, that defects will be corrected or that the Service or the server that makes it available are free of viruses or anything else which may be harmful or destructive.
- 6.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of E2WSTUDY for death or personal injury as a result of the negligence of E2WSTUDY or that of its employees or agents.

#### **7. Indemnity**

- You agree to indemnify and hold E2WSTUDY and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against E2WSTUDY arising out of any breach by You of these Terms and Conditions or other liabilities arising out of Your use of this App.

#### **10. Severance**

- If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

#### **11. Governing Law**

- These Terms and Conditions shall be governed by and construed in accordance with the law of USA and You hereby submit to the exclusive jurisdiction of the USA courts.

#### **12. Privacy**

- Your privacy is very important to us. We encourage You to read the Privacy Policy, and to use it to help make informed decisions.

Effective: April 5, 2013

For any further information please contact us at <http://www.cschedule.org>