

## Terms of Use for EIPCS Websites

Welcome to Educators Inc. Private Christian Schools (EIPCS)! We are glad you have decided to visit our online campus and look forward to your involvement with the EIPCS community.

Our goal is to make the EIPCS websites (including all related EIPCS webpages and websites, the “Sites”) a vibrant, positive space for people who are involved with or interested in EIPCS’ educational programs. The rules of conduct which govern your use of the Sites are intended to enhance the experience and protect the rights of all Sites visitors and registered users (“Users”). Those terms and conditions, including the terms under which the Sites collect, use and maintain certain information from the Sites visitors, are set forth below (the “Site Terms”). **By viewing and using the Sites, you are agreeing to be legally bound by the Site Terms.** So please read the Site Terms carefully.

**Please Note: The Site Terms may be modified at any time and from time to time so you should visit this page periodically to check for updates. The current version of these Site Terms can always be found under the Terms of Use button on the Sites. You can tell if there have been changes to the Site Terms by checking the “Last Updated” date at the top of this page.**

1. **Access and Eligibility.** The Sites are hosted by EIPCS to support its community of students, prospective students, alumni, instructors, student and prospective student family members, current and prospective employers of EIPCS students, educational partners, and other people interested in or contributing to EIPCS’ services and products.
2. **Collection of User Information.** There are three types of personal information we may collect from the Sites:
  - **Personal Information:** This is information that is identifiable to you, as an individual, which you may provide to the Sites if you register on the Sites and engage in any of the Sites’ activities; and
  - **Non-Personally Identifiable Information:** This is information collected and stored automatically by many websites from visitors to their sites in order to track website usage and may include, e.g., computer and server IP addresses, browser versions, referring websites, search terms used, pages most visited, duration and time of visit, and geographic location, but this information is not directly linked to you personally.
  - **Personal Financial Information:** This is information you provide if you are enrolling in an EIPCS educational program or if you are purchasing any other EIPCS products or services;

The ways in which EIPCS collects, uses, and shares User information and Student Records are described in EIPCS’ Privacy Policy. The terms of EIPCS Privacy Policy are incorporated by reference in, and are an enforceable part of, these Site Terms. **By using the Sites, you are accepting the EIPCS Privacy Policy terms as part of the Site Terms.**

3. **Site Content.** The Sites offers a broad range of content and activities, including instructional materials such as text based, audio and video files, and other interactive resources that are instructional in nature, information about EIPCS’ educational offerings, academic discussion groups, blogs, chat rooms, and learning tips from educators and students. The term “Content” includes any type of content or material displayed on, posted to or otherwise communicated on, through or to any part of the Sites, whether in images, graphics, text, music or otherwise. Trademarks, service marks, and logos (collectively “Trademarks”) are also considered to be Content. There are two sets of rules that govern the content on the Sites, whether that content is provided by EIPCS, you, or other Users

(all such content, “Content”). The first set of rules tells you how you can use Site Content. The second set of rules tells you what kind of Content you are allowed to post on or contribute to the Sites. Any violation of the Content Usage Rules or the Content Posting Rules by a Site User may result in the User being barred from further access to the Sites. Any such violation by an EIPCS student may also result in disciplinary action, up to and including academic expulsion.

- 4. Content Usage Rules. The Content is protected by United States copyright and trademark law and by international copyright and trademark laws and treaties. You are allowed to view, print and/or download Content provided by EIPCS or other Site Users only for your personal, non-commercial purposes. You are not authorized to copy, distribute, republish, retransmit, commercially exploit, or modify the Content unless the webpage expressly authorizes you to do so.** Without limiting the foregoing, you are expressly prohibited from using Content to cheat on EIPCS educational tests or assignments, to assist or facilitate cheating by others, or to compromise the integrity of EIPCS educational programs and EIPCS students’ educational experience in any way. Finally, Trademarks on the Sites are owned by EIPCS or third parties and may not be used by you or any third party without the prior written consent of the trademark owner.
- 5. Important Information on Third Party Links.** From time to time a Site will provide links to third party websites. These Site Terms will not apply to your use of those sites even if you visit the site through a link on the Sites. You are encouraged to read the legal notices posted on such third-party websites, including their Terms of Use and Privacy Policies. To be clear, EIPCS has no responsibility or liability for your experience with, and the data collection and use practices of, such third-party websites. All inquiries concerning the terms and policies of third-party websites should be addressed to the third party hosting the respective website. In addition, by providing the link to a third-party website, EIPCS should not be understood to be endorsing that website, its content, or the products or services which may be offered by the third-party(ies) associated with that website. Third-party website content and operations and third-party products and services are and remain solely the responsibility of such third parties.
- 6. DISCLAIMER ON CONTENT.** The content on the Sites is provided “as is.” EIPCS makes every reasonable effort to ensure the content on the Sites provided by EIPCS is accurate, non-infringing, and current but does not warrant or represent that such content is without errors, is current or is non-infringing. Without limiting the foregoing, to the fullest extent permitted by law, EIPCS expressly disclaims any warranties of completeness, reliability, accuracy, usefulness, non-infringement, or currency with respect to the content it provides to the Sites. You also understand and agree that EIPCS bears no responsibility for content provided to the Sites by you, other users and third parties; to the fullest extent permitted, by law, EIPCS also expressly disclaims any warranties or representations that such content is current, accurate, complete, original, reliable, useful, genuine, non-infringing, or provided in good faith.
- 7. DISCLAIMER ON SITE PERFORMANCE AND SERVICES.** EIPCS does not warrant (a) that the sites and site activities or services will operate without interruption or error-free, (b) that content (including email content) will not be lost, corrupted or destroyed, c) that the sites and the content and/or activities and/or services offered on the sites will meet your expectations or requirements, or (d) that the sites will not become infected with viruses or malware or will not inadvertently transmit viruses or malware to your computing devices. In addition, EIPCS reserves the right to discontinue or suspend operation of the sites or any of them, or any site activity or webpage, in whole or in part, at any time, for any reason, and without notice to you and without maintaining copies of your content or

any other content. If you are a student, EIPCS will work with you to ensure that any such suspension or discontinuation does not interfere with the completion of your academic program.

- 8. LIMITATION ON LIABILITY.** In no event shall EIPCS be liable to you, or anyone claiming through you or on your behalf, for losses or damages of any kind, whether direct, indirect, incidental, consequential or otherwise, in each case to the extent arising out of or in connection with your use of the sites, including your participation in site activities or your use or posting of site content, whether or not such losses or damages were foreseeable and regardless of whether such damages or losses arise under law or in equity, or are based on tort, contract or any other legal theory or principle.
- 9. INDEMNIFICATION.** You agree to promptly and fully indemnify, defend and hold harmless EIPCS and its affiliates and successors, and their respective employees, representatives, and agents (the foregoing, individually and collectively, the “EIPCS parties”) from and against any third-party claim, action or proceeding, including all costs and expenses (including professional fees) which any such EIPCS parties may incur in connection therewith, and including any damages, costs, or expenses payable under or in connection with any related award or judgment, in each case to the extent such claim, action or proceeding arises out of or in connection with your use of the sites, your provision of content to the sites, activities on the sites (including the posting of content) which occur under your username or password, or your use of site content.
- 10. Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action you may have arisen out of or related to your use of the Sites or any Content, or these Site Terms (including the Privacy Policy) must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- 11. Remedies Non-Exclusive.** None of the specific remedies for violations of the Site Terms set forth above are exclusive of any other remedy for such violations. Without limiting the foregoing, EIPCS reserves all rights and remedies it may have with respect to any violation of these Site Terms, in law, under equity, or pursuant to contract, tort or other legal principle or theory.
- 12. Dispute Resolution.** You agree that you will (a) promptly notify EIPCS of any dispute or claim you may have against any of the EIPCS Parties arising out of or in connection with these Site Terms, your use of the Sites, your provision of Content to the Sites, or your use of Site Content, and (b) work with EIPCS diligently and in good faith to resolve such claim or dispute on reasonable terms. To the extent that such dispute or claim cannot be resolved by such efforts, you voluntarily (a) agree that such dispute or claim shall be resolved solely and exclusively through courts of competent jurisdiction, (b) submit to the personal jurisdiction and exclusive venue of such courts and waive all objections to the same, including inconvenient forum, and (c) waive your right to a jury.
- 13. Copyright Protection.** If you believe that any Content on a Site violates your or a third party’s copyright, you should contact EIPCS at [main@educatorsinc.org](mailto:main@educatorsinc.org). For your notice to be effective, it needs to include the following:
  - your electronic or physical signature;
  - sufficient information to identify the copyrighted work that you claim has been infringed;
  - a description of the infringing content and the location on the Sites of such infringing content;
  - your name, address, telephone number and/or email address so that we may contact you;
  - the following statement: “I have a good faith belief that use of the copyrighted material described above is not authorized by the copyright or trademark owner, its agent or the law”; and

- the following statement: “I swear, under penalty of perjury, that the above information in this notification is accurate and that I am, or am authorized to act on behalf of, the owner of the exclusive right that is allegedly infringed.”

If EIPCS receives a valid counter notification complying with the provisions of Section 512(g) of the U.S. Copyright Act to the effect that the allegedly infringing Content was removed as a result of mistake or misidentification, the Content may be reinstated.

**14. Construction of Site Terms.** These Site Terms, including the EIPCS Privacy Policy, govern your use of the Sites and of Site Content and may not be modified, extended, limited, waived, or terminated except with the written consent of EIPCS. If any portion of these Site Terms is deemed void or unenforceable, then that provision shall be deemed severable from the Site Terms, and the remaining terms shall remain in full force and effect. The word “including” shall be construed to mean “including but not limited to.”

**15. Modification to Site Terms.** As stated above, EIPCS reserves the right to modify the Site Terms at any time and will notify Users by posting such modified Site Terms on this webpage. Under certain circumstances, we may also elect to notify our Partners of changes or updates to our Site Terms by additional means, such as posting a notice on the front page of the Sites or by sending you an e-mail, but you should not rely on receiving such additional notice.

**Questions or Concerns? If you have any questions or concerns about these Site Terms or their application, or for general questions about the Sites, please contact EIPCS at [main@educatorsinc.org](mailto:main@educatorsinc.org).**

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