

# MEMBERSHIP AGREEMENT

This Membership Agreement governs your membership in the HomeschoolingRecords.com community, allowing you full access to the membership portions of the website located at <http://www.HomeschoolingRecords.com> (the "Website"). This Membership Agreement is in addition to the Terms of Use and the Privacy Policy applicable to the Website. The Website is operated by HomeschoolingRecords, LLC ("HomeschoolingRecords").

Access and use of the membership portions of the Website are provided by HomeschoolingRecords to you on condition that you accept the terms and conditions of this Membership Agreement and of the Terms of Use and by accessing or using the membership portions of the Website, you agree to the terms and conditions of this Membership Agreement and the Terms of Use. If you do not agree to accept and abide by this Membership Agreement and the Terms of Use, you should not access or use the membership portions of the Website. In the event of any inconsistency between this Membership Agreement and the Terms of Use, the terms of this Membership Agreement shall govern.

HomeschoolingRecords reserves the right, in its discretion, to change or modify all or any part of this Membership Agreement at any time, effective immediately upon notice published on the Website. Your continued use of the membership portions of the Website after such notice constitutes your binding acceptance of the terms and conditions in this Membership Agreement, including any changes or modifications made by HomeschoolingRecords as permitted above. If at any time the terms and conditions of this Membership Agreement are no longer acceptable to you, you should immediately cease use of the membership portions of the Website.

## Membership Eligibility

Memberships are not available to minors under the age of 18 years of age and any user that has been suspended or removed from the system.

## Membership Services

Membership services include access to the HomeschoolingRecords website for storage and calculation of student grades and attendance as described on this site ("Services"). We reserve the right to update and modify the Services from time to time.

## Membership Use and Restrictions

Subject to the terms and conditions of this Agreement, our Terms of Use, and our Privacy Policy, you may access and use this site's Services, but only for your own internal purposes. All rights not expressly granted in this Agreement are reserved by us and our licensors.

You will be granted authorized login protocols for the Services, and you agree not to use the Services in excess of your authorized login protocols. You agree not to access (or attempt to access) this site by any means other than through the interface we provide, unless you have been specifically allowed to do so in a separate agreement. You agree not to access (or attempt to access) this site through any automated means (including use of scripts or web crawlers), and you agree to comply with the instructions set out in any robots.txt file present on this site.

You are not authorized to (a) resell, sublicense, transfer, assign, or distribute the site, its Services or content; (b) modify or make derivative works based upon the site, its Services or content; (c) "frame" or "mirror" any site, its Services or content on any other server or Internet-enabled device; or (iv) reverse engineer, decompile, or disassemble the Services or their enabling software for any purpose.

## **Registration Data and Account Security**

In consideration of your use of the Website, you agree to: (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Website ("Registration Data"); (b) maintain and promptly update the Registration Data, and any other information you provide to HomeschoolingRecords, to keep it accurate, current and complete; (c) maintain the security of your password and identification; (d) ensure that you exit from your account at the end of each session; (e) notify HomeschoolingRecords immediately of any unauthorized use of your account or other breach of security; (f) accept all responsibility for any and all activities that occur under your account; and (g) accept all risks of unauthorized access to the Registration Data and any other information you provide to HomeschoolingRecords.

## **Rules of Conduct**

You agree that you will not use the Website for any purpose that is unlawful or not permitted by this Agreement. By way of example, and not as a limitation, you agree that when communicating via the Website, you shall not do any of the following:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others.
- Publish, post, distribute or disseminate any defamatory, infringing, obscene, pornographic, sexual, indecent or unlawful material or information.
- Upload or otherwise transfer files that contain viruses, corrupted files or any other similar software or programs that may damage or inhibit the operation of another computer.
- Advertise or offer to sell any goods or services or conduct or forward surveys, contests or chain letters.
- Download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner.
- Use any communications or Licensed Content or other information obtained through the Website in a manner that is competitive with the Website or HomeschoolingRecords' business.

You acknowledge that Forums and Comments Threads are public and not private communications. Further, you acknowledge that no communication of a third party is endorsed by HomeschoolingRecords and no communication of a third party may be considered reviewed, screened or approved by HomeschoolingRecords. As explained

below, HomeschoolingRecords reserves the right for any reason to remove without notice any communication or other material posted to the Website.

You also agree not to use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You also agree not to attempt to gain unauthorized access to any other HomeschoolingRecords member accounts, computer systems or networks associated with the Website. You also agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

## **Managing Content**

HomeschoolingRecords does not and cannot review all communications uploaded to the Website and is not responsible for the content of such communications.

Notwithstanding the foregoing, HomeschoolingRecords reserves the right to delete, move or edit any communication that it may determine, in its sole discretion, violates or may violate this Membership Agreement or is otherwise unacceptable. You shall remain solely responsible for all communications made under your Member Name.

## **Confidential Information**

You acknowledge that the Confidential Information (defined below) which you obtain through the entering into of this Membership Agreement and the use of the Website constitutes valuable, confidential, proprietary information of HomeschoolingRecords, and you agree that during the term of this Membership Agreement and thereafter you shall not, without the express written consent of HomeschoolingRecords, use or disclose to any other person any such Confidential Information, except as specifically authorized under this Membership Agreement or as required by applicable law.

For the purposes of this Membership Agreement, "Confidential Information" means any and all data, information, documents, software or materials relating to the business and management of HomeschoolingRecords, its members or licensees, that is designated as confidential or ought reasonably to be considered confidential, including but not limited to: their business model and operations, processes, products, designs, pricing, promotions, business plans, business opportunities, finances, research, development, know-how, trade-secrets, training materials, personnel, clients, methodologies, Website content belonging to others and other intellectual property.

## **Indemnity**

You agree to indemnify, defend and hold HomeschoolingRecords, and its directors, officers, employees, shareholders, partners and agents (collectively, the "HomeschoolingRecords Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including lawyers' fees on a solicitor and client basis) incurred by any HomeschoolingRecords Party in connection with: (i) any use or alleged use of the Website under your Member Name by any person, whether or not authorized by you; (ii) or resulting from any communication made under your Member Name; or (iii) any breach by you of this Membership Agreement.

HomeschoolingRecords reserves the right, at your expense, to assume the exclusive

defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with HomeschoolingRecords' defense of such claim.

## **Term and Termination**

This Membership Agreement is effective until terminated. The term of your membership shall be specified during the registration process. After the expiration of this term, you may purchase another membership in accordance with the terms and conditions posted at this site. HomeschoolingRecords reserves the right, in its sole discretion, to restrict, suspend or terminate your right to access the membership portions of the Website at any time for any reason without prior notice or liability. HomeschoolingRecords may change, suspend or discontinue all or any aspect of the Website at any time, including the availability of any feature, database, or Content, without prior notice or liability. If we elect to terminate this Agreement for cause, we may elect, in our sole discretion, not to refund any prepaid fees or other amounts to you.

HomeschoolingRecords may also terminate or suspend your access to the membership portions of the Website for inactivity, which is defined as failing to access the membership portions of the Website for an extended period of time, as reasonably determined by HomeschoolingRecords.

Termination of this Membership Agreement does not relieve you of your responsibilities to pay any amounts due to HomeschoolingRecords under this Membership Agreement or your obligations to not use the membership portions of the Website or any Licensed Content other than in the manner permitted under this Membership Agreement or any other agreement entered into at the time such Licensed Content was downloaded (such as a License Agreement). Termination of this Membership Agreement shall operate without prejudice to the HomeschoolingRecords' rights, defenses and limitations of liability provided under this Membership Agreement, which rights, defenses and limitations of liability shall survive termination of this Membership Agreement.

Upon termination of your access to the membership portions of the Website, you agree to that your information stored with us, will be removed.

## **DISCLAIMER OF WARRANTIES**

THE WEBSITE, INCLUDING ANY CONTENT CONTAINED THEREIN, ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. HOMESCHOOLINGRECORDS DOES NOT REPRESENT OR WARRANT THAT THE SITE OR THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE.

HOMESCHOOLINGRECORDS DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR ANY CONTENT AVAILABLE FOR DOWNLOADING THROUGH THE SITE WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

## **LIMITATION OF LIABILITY**

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE WEBSITE INCLUDING WITHOUT LIMITATION ANY OF THE CONTENT OR INFORMATION CONTAINED THEREIN.

IN NO EVENT SHALL HOMESCHOOLINGRECORDS OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, LICENSORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS MEMBERSHIP AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE WEBSITE, THE CONTENT OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF HOMESCHOOLINGRECORDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN ANY EVENT, HOMESCHOOLINGRECORDS' TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS MEMBERSHIP AGREEMENT OR IN RESPECT OF THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE SITE OR THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO FIFTEEN (\$15.00) US DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF HOMESCHOOLINGRECORDS OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **Age and Responsibility**

You represent and warrant that you are of sufficient legal age to use the Website and to create binding legal obligations for any liability you may incur as a result of the use of the Website. You agree to be responsible for all of your use of the Website (as well as for use of your Member Name and password(s) by others, including without limitation, minors living with you). You agree to supervise all usage by minors of the Website under your name or account.

## **Applicable law**

This Membership Agreement will be governed under the laws of the State of Colorado and the federal laws of the United States of America applicable therein (without reference to conflicts of laws principles). You hereby irrevocably submit to the exclusive jurisdiction of the Colorado Courts in the United States of America with respect to the subject matter of this Membership Agreement. This Membership Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

You consent to service of any required notice or process upon you by email, registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time you are first granted access to the

membership portions of the Website, or such other address as you may advise us in writing to use, from time to time.

If HomeschoolingRecords is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, you agree to reimburse HomeschoolingRecords for its legal fees, costs and disbursements if HomeschoolingRecords is successful.

## **General**

You specifically agree and acknowledge that you have, in addition to the terms of this Membership Agreement, reviewed the terms of the License Agreement and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation herein you agree to be bound by them.

HomeschoolingRecords' failure to insist upon or enforce strict performance of any provision of this Membership Agreement shall not be construed as a waiver of any provision or right.

If any provision or part thereof of this Membership Agreement is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof. This Agreement is personal to you and is not assignable by you without HomeschoolingRecords' prior written consent. HomeschoolingRecords may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

## **Contact**

If you have concerns relating to the Website or this Membership Agreement, please contact HomeschoolingRecords at [contactus@HomeschoolingRecords.com](mailto:contactus@HomeschoolingRecords.com).

## **Acknowledgement**

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS MEMBERSHIP AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND HOMESCHOOLINGRECORDS, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND HOMESCHOOLINGRECORDS RELATING TO THE SUBJECT OF THIS MEMBERSHIP AGREEMENT.