

# Licensing and General Terms

TUESDAY, APRIL 15, 2014



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*This document is proprietary to RAD Corporation and contains private and confidential information which is solely the property of RAD Corporation. This document is for Client's internal use only. This proposal shall not be used, reproduced, copied, disclosed, transmitted, in whole or in part, without the express consent of RAD Corporation © 2014. All rights reserved.*



By using the ActiveLearning LMS Cloud based ("Service"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

ActiveLearning LMS reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

Violation of any of the terms below will result in the termination of your Account. While ActiveLearning LMS prohibits such conduct and Content on the Service, you understand and agree that ActiveLearning LMS cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

#### Account Terms

1. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
2. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
3. Your login may only be used by one person - a single login shared by multiple people is not permitted. You may create separate logins for as many people as your plan allows.
4. You are responsible for maintaining the security of your account and password. ActiveLearning LMS cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
5. You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).
6. One person or legal entity may not maintain more than one free account.
7. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

#### Payment, Refunds, Upgrading and Downgrading Terms

1. The Service is billed in advance on a monthly / yearly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.



2. All 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.

#### Cancellation and Termination

1. You are solely responsible for properly cancelling your account. An email or phone request to cancel your account is not considered cancellation. A written consent signed by authorized representative of company will lead to cancellation of account.
2. If you cancel the Service before the end of your current paid up month / year, your cancellation will take effect by the end of your current paid month / year and you will not be charged again.
3. ActiveLearning LMS, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your Account. ActiveLearning LMS reserves the right to refuse service to anyone for any reason at any time.

#### Modifications to the Service and Prices

1. ActiveLearning LMS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services, including but not limited to monthly / yearly subscription plan fees to the Service, are subject to change upon 30 days' notice from us. Such notice may be provided at any time by posting the changes to the Service itself.
3. ActiveLearning LMS shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

#### Copyright and Content Ownership

1. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours.
2. ActiveLearning LMS does not pre-screen Content, but ActiveLearning LMS and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.



3. The look and feel of the Service is copyrighted. You may not duplicate, copy, or reuse any portion of the HTML/CSS, JavaScript, or visual design elements or concepts without express written permission from ActiveLearning LMS.

#### General Conditions

1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
2. Technical support is provided to paying account holders and is only available via email and designated mechanism between client and service provider.
3. You understand that ActiveLearning LMS uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by ActiveLearning LMS.
6. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
7. We retain the right to contact you from time-to-time via email. You can remove yourself easily from the related communication list
8. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any ActiveLearning LMS customer, employee, member, or officer will result in immediate account termination.
9. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
10. You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
11. You must not transmit any worms or viruses or any code of a destructive nature.
12. ActiveLearning LMS does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products,



services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.

13. You expressly understand and agree that ActiveLearning LMS shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
14. The failure of ActiveLearning LMS to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and ActiveLearning LMS and govern your use of the Service, superseding any prior agreements between you and ActiveLearning LMS (including, but not limited to, any prior versions of the Terms of Service).
15. Questions about the Terms of Service should be sent to: support at support@radcorporation.com

If to Client:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

If to RAD Corporation's:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_



## Miscellaneous

This Agreement (including the Attachment) contains the entire agreement and understanding between the parties with respect to its subject matter and supersedes all previous negotiations, proposals, commitments, writings, agreements and understandings of any nature whatsoever. This Agreement (including the Attachment) may not be supplemented, modified or amended except by a written instrument signed by a duly authorized representative of the Client and an officer of RAD Corporation's. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which the waiver is sought to be enforced. This Agreement shall be governed by the internal laws of RADCO's operating country without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated herein, to the extent that such convention might otherwise be applicable. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent permissible the intent of the parties as set forth herein.

Except as otherwise agreed, neither party shall use the name of the other party without such parties prior written consent. RAD Corporation's shall have the right to refer to Client as a client and, subject to its confidentiality obligations, generally describe the nature of the services provided to Client in marketing materials and on RAD Corporation's website. Nothing contained in this Agreement is intended to confer on any party other than the parties hereto any rights, benefits or remedies of any kind or character whatsoever and no person shall be deemed a third-party beneficiary under or by reason of this Agreement, except as expressly provided. This Agreement shall not be assignable by either party. The rights and obligations of the parties under this Agreement shall be binding upon each party's successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document.

The headings herein are solely for the convenience of the parties and shall not serve to modify or interpret the text of the Sections at the beginning of which they appear.



**IN WITNESS WHEREOF**, RAD Corporation and the Client have caused this Agreement to be executed by their duly authorized representatives effective as of the date first set forth above.

**RAD Corporation**

**Client**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_