

## **USER AGREEMENT, LICENSE & TERMS OF USE**

The following clauses comprise the *Mason Education User Agreement*. By subscribing to our website, you hereby agree to abide by them. This is the license under which you are granted use of our documents for the term of your subscription. These conditions are standard for any digital content provider, and have been composed in plain English, so as to be easily understood. If you have any questions about these stipulations, please contact our company by using the customer service form on the website, so as to have them answered, before you subscribe.

**You (subscriber), by purchasing your subscription, hereby agree...**

1. to only use our materials with students you personally teach.
2. to never share your username or password with another person.
3. to not provide copies of the materials to a non-subscriber for any reason—including your colleagues, tutors, paraprofessionals, parents, and volunteers. You agree that these individuals must each have a subscription in order to use our documents with anyone, as you are paying only for a license for you to use them with your students.
4. to stop using, and discard, any materials you downloaded, should you let your subscription lapse. You understand that your license to use our materials is void if you do not have an active subscription.
5. to not alter, or modify, the materials in any way, shape, or form. Our original works are published materials, protected by federal copyright laws in the United States of America the moment they are created, and can only be modified by a representative of our company—the official author of record.
6. to never republish the materials in any situation, including the open posting of them on the Internet, or the inclusion of them in any publication. If you post any of our materials online as assignments for your students to access directly, you pledge to always password protect each file, or otherwise restrict access, so as to thwart third parties from downloading the documents in an unauthorized fashion.
7. that, because your subscription is a digital service that begins the moment it is purchased by you, all subscription sales are final.
8. to always download documents as needed, and not attempt to store them in large quantity, in either digital or paper form.

## **USER AGREEMENT, LICENSE & TERMS OF USE**

9. to solve all technical issues that arise with the use of the materials or website, and that our company is not responsible for your inadequate computer hardware, software, or peripherals.

10. that you are purchasing a digital service to access content temporarily, and therefore have no tangible or permanent property rights to any of our materials. You realize that your purchase is merely for a limited license to use the materials we offer on our website at any given time, for the finite term of your subscription.

11. that our resource is constantly changing, and that it may not, from one day to another, offer the exact same types or quantities of digital content, or website functionality, as in the past.

12. that our company is not obligated to add new materials to the website at any specified pace. You understand that new materials are, at times, due to many different factors, added infrequently.

13. that, while our website contains thousands of documents, as advertised, this refers to the total quantity of all documents offered, and that you have not been promised a specific quantity of any one type of material.

14. that the materials we publish may or may not positively impact the academic development of your students, and that the success of using any resource rests entirely with the individual talents, and dedication, of the instructing teacher.

15. to, as the teacher of children, and the ultimate decision maker as to the type of subject matter given to them in your specific instructional setting, accept the full responsibility of the effects and consequences of using our materials with your students, in every way, shape, and form.

16. to always preview the full content of our materials, and determine if such is appropriate for your particular instructional setting, before using them with your students. You accept that not all materials we publish will meet your specific standards of appropriateness, as this determination is different for everyone. As publishers, we choose to offer as much variety as possible—including materials that you, or stakeholders in your educational system, may deem objectionable.

17. that we may send you email communication in any quantity and frequency throughout your subscription term, and that these messages are non-commercial in nature, without exception.

## **USER AGREEMENT, LICENSE & TERMS OF USE**

**18.** that no information provided to you, whether oral or written, obtained from Mason Education, or from within the website service itself, creates any warranty not expressly stated in this user agreement.

**19.** that the materials offered on websites operated by Mason Education are best suited for students in grades 3rd through 8th and that, if I am a primary school teacher, I may still subscribe, but understand and accept that I will have far fewer resources available that are ideal for my students, as opposed to teachers in higher grades.

**20.** that Mason Education has the unimpeachable right to refuse service to any customer, for any reason, regardless of circumstance.

**21.** that Mason Education shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages that may result from your use, or inability to use, our website services, in any circumstance.

**22.** that Mason Education may modify its service in any way, with or without notice to its subscribers.

**23.** that you, as the subscriber, are responsible for the expense of all equipment, and ancillary services (such as Internet access), necessary for using our services.

**24.** that our website, or portions thereof, and/or functionality may periodically be inaccessible during your subscription due to infrequent, unanticipated situations, such as maintenance, upgrading, or system failure.

**25.** that the stipulations of this agreement can be altered following the creation of your account, with notice, and that continued use of the website, subsequent to notification, commences your full acceptance of said modifications.

**26.** that the option of Mason Education to not exercise any right or provision of these terms of service shall not constitute a waiver of such.