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You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to our site (the "Site"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.

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3. Service Marks.

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You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Site strictly in accordance with this Agreement; (b) to use the Site solely for internal, personal, non-commercial purposes; and (c) to print out discrete information from the Site solely for educational, non-commercial purposes and provided that you maintain all copyright and other policies contained therein.

5. Registration.

Each registration is for your personal use only and not on behalf of any other person or entity. Additionally, each student registration is for his/her personal use and not for any other person. We do not permit (a) any other person using the registered sections under your name; or (b)

access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use. Your right to use the Site is not transferable or assignable. Any password or right given to you to obtain information or documents is not transferable or assignable.

6. Restrictions and Prohibitions on Use.

Your use of the Site and any information, materials or documents (collectively defined as “Content and Materials”) therein are subject to the following restrictions and prohibitions on use: You may not (a) copy, print (except for the express limited purpose permitted by Section 4 above), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or any Content and Materials retrieved therefrom; (b) use the Site or any materials obtained from the Site to develop, of as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content and Materials from the Site; (d) use any Content and Materials from the Site in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Site; (f) make any portion of the Site available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (g) use any automatic or manual process to harvest information from the Site; (h) use the Site for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (i) use the Site in a manner that violates any state or federal law regulating email, facsimile transmissions or telephone solicitations; and (j) export or re-export the Site or any portion thereof, or any software available on or through the Site, in violation of the export control laws or regulations of the United States.

7. Third Party Content & Sponsorships.

The Site may contain links to other Web sites. We are not responsible for the content, accuracy or opinions expressed in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. The Site may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site is accurate and complies with applicable laws. We are not responsible for any error, inaccuracy or problem in the advertiser’s or sponsor’s materials.

8. Accuracy & Completeness of Information.

Although a great deal of attention has been given to the development of the content on the site, we do not warrant that the information available on or through the Site will be complete or always represent current information. We reserve the right to edit or delete any documents, information or other content appearing on the Site at any time.

9. Privacy Policy.

Personal information of you and students is collected only for purposed of enrollments and will not be used for any other purpose. Information will not be shared with any other party, company, sponsors, or advertisers. Listings of participants within the site may be viewed by other users and cannot be kept private. Your contact information used to register may be used by the provider of CU, Custom Resources, LLC, for sales and customer service purposes. You may be contacted at the phone number, email address, or address provided for the purpose of registration. Personal information provided by students will not be used to make contact directly with any student.

10. Refund Policy.

If for some reason you are not satisfied with or are unable to use the services provided by CU, we will refund you your purchase price less the \$25 set up fee. You must notify us in writing within 15 days of your student's activation date. You must be specific of your desire for the refund, together with the reason for the request. You may request a refund by contacting us by email at cu@customresources.com.

11. Set Up Fee & Other Payment Details.

The \$25 Set Up fee includes:

1. One initial chapter enrollment based on the enrollment spreadsheet.
2. One additional 2nd semester add-on roster may be enrolled anytime after January 1. (Payment for each enrolling student will apply.)
3. Chapter account set up enables a teacher to see every course his/her students are enrolled in and students' graded activities.

Additional charges will apply for the following:

- Enrollment changes such as changing the course a student wishes to be enrolled in will incur a \$10 service charge and must be paid for at the time of request.
- Enrolling any additional students who are not included on the initial or second semester add-on Enrollment Spreadsheet will incur an additional \$10 service charge. Use the MiscAddOn tab in the Enrollment Spreadsheet for additional enrollment submissions to Custom Resources.
- **No substitutions between students are allowed.** (ie: if one student no longer wants to be in one course, it doesn't open the spot for another student)

- Co-advisors may want to set up separate accounts so each may conveniently view only their students' grades and activities within CU. There is an additional \$25 Set-Up Fee to enroll separate groups for the same chapter.