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For clarification purposes, You and Your User are solely responsible for indicating whether or not a Submission is a Public Submission and therefore available and discoverable by other Users through the SoftChalk shared repository. You and/or Your User may at any time change the Submission from Public to non-Public. If modified from Public to non-Public then the Submission is removed from the repository. Furthermore, You or Your User also can permanently delete Your Submissions. However, SoftChalk is not responsible for Submissions that were made Public at any time.

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- Where the Submissions are photographs, images, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that each person depicted in

such Images, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the Images as set forth in these Terms, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images; and

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You agree not to make Submissions that contain personally identifiable information about other people, such as their phone number, street address or email address, or information about other people that could result in an invasion of their privacy or their harassment.

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Users are expected to respect and interact with other Users in the public forums as you would in any public arena and refrain from using offensive, harassing or otherwise inappropriate language in any Submission. You acknowledge that you are responsible for your interaction with other Users.

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- Posting or disseminating material or using the Services made available through the Site or information obtained from the SoftChalk Site in a manner that is harassing or advocates harassment of another person including, without limitation, posting or making Submissions that are harassment, or denigration based on age, gender, race, religion, national origin, sexual orientation or disability.
- Posting or making Submissions that violate copyright or intellectual property rights.
- Using the Site for the promotion of illegal conduct, activities or fraudulent schemes. Specifically, you may not advocate illegal conduct, such as pyramid schemes, or other illegal soliciting schemes. Furthermore, you agree to not engage in any illegal activity in connection with your Submissions or post links to other web sites that deal with such illegal activities.
- Fraudulent activities including, but not limited to, impersonating any person or entity, or forging anyone's digital or manual signature. Posing as a SoftChalk moderator or SoftChalk staff is expressly prohibited.
- Uploading, transmitting or disseminating files or any other material that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the Site, SoftChalk servers, another's computer or property of another.
- Using the Site in any manner that could damage, disable, disrupt, overburden, or impair any SoftChalk server, or the network(s) connected to any SoftChalk server, or interferes with any other party's use and enjoyment of the Site. Any interference with the computer networking or telecommunications services of any User, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to crash a host through the use of this Site is prohibited.
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- Unless expressly permitted by SoftChalk, soliciting or promoting (either in your Submissions or in your profile) any products or services, self-promote, or implore readers to take actions that are intended to further a personal purpose or financial gain. You agree you will not use information supplied within the Site to do any of the foregoing, via email or any other method, unless expressly agreed to by SoftChalk.

- Gathering or attempting to gather public email addresses made public in the registered User profiles and use for your own purpose. You agree not to promote, link to or encourage others to join or participate in competing sites that provide message boards, forums, chats, blogs or other interactive elements with the intent of harming the flow of information and/or participation at the Site.
- Soliciting, transmitting or promoting "junk mail", "chain letters", surveys, contests or unsolicited mass mailing or spam.

You hereby authorize SoftChalk to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and/or (ii) system administrators at Internet service providers or other network or computing facilities in order to enforce these Terms.

Should you fail to observe any of the Terms, SoftChalk may pursue any or all remedies against you including, but not limited to, legal action or injunctive or other equitable relief where appropriate.

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Certain Services available through this Site require the User to complete the registration process to create an account. Such Services may include (but are not limited to) participating on online community portions of this Site, and setting personal preferences for use on the Site. As part of the registration process, you are required to provide certain information, including your first and last name, and a username. Please consider that this information will be made publicly available. Although some features currently allow posting with only a username, SoftChalk reserves the right in the future to require such posts be associated with the User first and last name. Any personally identifiable information you provide in the account creation or maintenance process will be managed by SoftChalk in accordance with its Privacy Policy.

We reserve the right to delete any trial account that has not been logged into for three weeks or longer. Requests to preserve content associated with a trial account may be submitted to learnmore@softchalk.com and will be reviewed on an individual basis.

You agree that the information that you supply during the registration process will be true, current, accurate and complete, and you agree not to (i) register under the name of another person; (ii) choose a username that may be deemed offensive; (iii) choose a username for the purposes of deceiving or misleading Site Users as to your true identity; (iv) choose a username that incorporates a solicitation (e.g. your product, your services, your Site); or (v) violate the intellectual property or other rights of any person or entity. You agree to not impersonate any other person, including any other Site User, Moderator (Host) or any SoftChalk employee, Officer or Director. You agree to maintain and promptly update your registration data as necessary to keep it true, current, accurate and complete.

If, after investigation, SoftChalk has reasonable grounds to suspect that any registered User's information is untrue, inaccurate, not current or incomplete, SoftChalk may suspend or terminate that registered User's account and prohibit any and all current or future use of the Site (or any portion of it) by that User.

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Security

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SoftChalk reserves the right to manage the Submissions on the Site in order to facilitate the orderly distribution of information through the Site. For that purpose, SoftChalk may, at its election, designate SoftChalk employees and/or outside entities to act as Moderators for the Site. The Moderators are not obligated to review all Submissions, nor do they edit Submissions. You assume the risk of reading and acting upon information from any Submissions made by a Moderator or other individual within the Site.

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If any provision of the Terms is invalid or unenforceable under applicable law, that portion will be construed consistent with applicable law as nearly as possible, or failing that, deemed omitted, and the remaining provisions will continue in full force and effect. The Terms will be governed by Virginia law and the applicable federal laws of the United States as applied to agreements entered into and to be performed entirely within Virginia, without regard to its choice of law or conflicts of law principles that would require the application of law of a different jurisdiction.

You also agree that such dispute may be resolved with personal jurisdiction by, and the choice or forum or venue shall be in, the provincial and federal courts of the Commonwealth of Virginia, City of Richmond, and such courts will have exclusive jurisdiction. Headings are included for convenience only, and shall not be considered in interpreting these Terms. The Terms do not limit any rights that SoftChalk may have under trade secret, copyright, patent or other laws. SoftChalk reserves the right at all times to disclose any information as SoftChalk deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in SoftChalk's sole discretion.

SoftChalk, and SoftChalk related brands are trade-marks of SoftChalk LLC, and may be registered in the United States and other jurisdictions. Other brands, logos and marks are trade-marks of their respective owners.

The license shall commence upon date of payment and shall continue for the number of years identified on the invoice (“the Initial Term”) unless terminated earlier as set forth below. AT THE END OF THE INITIAL TERM, THESE TERMS SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-YEAR PERIODS, UNLESS OR UNTIL EITHER PARTY PROVIDES THE OTHER PARTY WITH WRITTEN NOTICE OF NON-RENEWAL AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. To cancel auto renewal, please contact: renewals@softchalk.com . Upon termination or expiration of the license for any reason, all licenses provided hereunder shall cease and the You must cease its use and destroy all copies of the software, if any.

Payment and Fees

You shall pay SoftChalk the applicable fees. EXCEPT FOR ANNUAL FEES PAID IN ADVANCE OR AS OTHERWISE AGREED TO IN WRITING BETWEEN THE PARTIES, AFTER THE INITIAL TERM THE ANNUAL LICENSE FEE MAY INCREASE ON EACH ANNIVERSARY. You shall be responsible for all taxes and charges assessed or imposed with respect to amounts payable hereunder, including without limitation state and local, occupation, sales, use or excise taxes paid or payable by SoftChalk, exclusive however of taxes imposed on SoftChalk’ net income by the United States or any political subdivision thereof.

If You wish to make payments by credit card or P-Card or any other type of purchasing card program all to which such transaction constitutes a credit card charge, an additional credit card processing transaction fee will be calculated at four- and one-half percent (4.5%).

SoftChalk shall invoice You, in advance, and all invoiced fees shall be due and payable within 30 days of the date of an invoice. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.

Provided the license has not canceled or terminated with not less than thirty (30) days prior written notice to the anniversary date, You will be considered delinquent if payment in full is not received thirty (30) days from the date of the invoice. Your failure to pay any invoice after the (30) day period shall constitute a breach of the Terms and shall entitle SoftChalk to, without any additional notice, terminate the license(s).

If You terminate other than pursuant to the provisions set forth herein, any amounts paid are not subject to refund.