

# **TeacherFileBox.com**

## **Terms and Conditions of Use**

### **YOUR USE OF MATERIALS**

Copyright 2006 TeacherFileBox.com (hereafter, "Website" or "Service"). This site is owned and operated by Evan-Moor Corporation (hereafter "Evan-Moor Educational Publishers"). Unless otherwise indicated, the content, format, and imagery of this Website are copyrighted under United States law by Evan-Moor Educational Publishers, and are protected by worldwide copyright laws and treaty provisions. Unauthorized duplication is a violation of law. The content, format, and imagery of the Website may not be copied, published, broadcast, distributed, reproduced, or transmitted in any way without the prior written consent of Evan-Moor Educational Publishers.

Evan-Moor Educational Publishers reserves complete title and full intellectual property rights for materials printed from the Website, with the exception that the subscriber (hereafter referred to interchangeably as "subscriber," "you," or "user") may print any of the materials on any single computer for your personal noncommercial use only, for the length of your subscription, provided you keep intact all copyright and other proprietary notices. Modification of the materials, or use of the materials for any other purpose, is violation of Evan-Moor Educational Publishers' intellectual property rights.

### **USER LICENSE**

Your subscription to this Website does not constitute the purchase of educational materials. Your subscription represents a license to use all materials on the Website as long as the subscription is in effect. If for any reason the subscription is terminated, you may no longer use these materials, as the license to use the materials is no longer in effect. If the subscription is terminated, all materials printed from the Website must be destroyed immediately.

**IMPORTANT!** The license to use Evan-Moor materials is granted to you as a single individual, for use in classroom or home. The materials printed from the Website may be duplicated for use in a single classroom and may be sent home with students enrolled in that specific classroom. The materials may not be shared with colleagues, friends, or other home schoolers

or used throughout an entire school or school district, unless each classroom teacher within such school or school district has obtained an individual subscription to the site.

### **YOUR DUTIES AS TO REGISTRATION**

In consideration of your use of this Website and any and all services provided by Evan-Moor Educational Publishers in connection therewith, you agree to: a) provide true, accurate, current, and complete information about yourself, including all personal and payment information as prompted by the Website's registration form (such information being referred to hereafter as the "Registration"); b) maintain and promptly update the Registration to keep it true, accurate, current, and complete; and c) maintain and manage your online account and subscription information. Any subscription changes, including cancellation, should be initiated and administered by you, the customer, through your online TeacherFileBox.com account.

In the event you provide any information that is untrue, inaccurate, outdated, or incomplete, or Evan-Moor Educational Publishers has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Evan-Moor Educational Publishers has the right to suspend or terminate your account and, as a result, refuse any and all current or future use of the Website or any portion thereof. Evan-Moor Educational Publishers shall follow its privacy and security policy regarding such information as described in the Privacy Policy. Evan-Moor Educational Publishers reserves the option to revise such policy as it may see fit from time to time.

### **PAYMENT OF FEES**

As a subscriber, you authorize Evan-Moor Educational Publishers to automatically charge your credit card a recurring fee based on the billing frequency you select. You understand that you will be charged this fee as long as your subscription is active. The subscription fee entitles you to complete access to the teaching materials and organizational tools that the Website offers, and there is no limit to the frequency or extent of your legitimate usage. Refunds will not be issued on active subscriptions.

### **DATA FROM OTHER SUPPLIERS**

For purposes of this Agreement, the use of any material from any other Website or computer environment is prohibited without the express written consent of Evan-Moor Educational Publishers. For the purpose of this statement of use, the term "User" shall refer to those users of the Website who are registered or are unregistered to procure goods or services on this

site. For the purpose of this statement of use, the term "Supplier" shall refer to those users of the Website who are registered to sell and/or market goods or services on this site.

In the event you download any data from the site, including, but not limited to, any software, files, or images incorporated in or generated by the site or data accompanying or to be used with the site (hereafter collectively, referred to as the "Data"), the Data is licensed to you by Evan-Moor Educational Publishers, unless such Data is the property of a Supplier. If information is identified as that of a Supplier, the User shall download information based upon arrangements made with the Supplier. Evan-Moor Educational Publishers neither condones nor approves of the unauthorized use of Supplier Data without their express consent. Evan-Moor Educational Publishers does not transfer title of any Data to you. Evan-Moor Educational Publishers retains full and complete rights, title, and interest in and to the Data on the Website and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse-engineer, or disassemble the Data.

#### **YOUR ACTIONS AS A USER**

You acknowledge and understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials (referred to hereafter as the "Materials"), whether publicly posted or privately transmitted, are the sole responsibility of the person (Supplier or User) from which such Materials originated.

You agree to not use the Website to:

1. give, sell, or distribute TeacherFileBox.com materials to any non-subscribers;
2. upload, post, e-mail, or otherwise transmit any Materials that are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful (including sexually, racially, or ethnically), or otherwise objectionable;
3. harm minors in any way;
4. impersonate any person or entity, including, but not limited to, any law enforcement officer, or any Evan-Moor Educational Publishers official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
5. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Materials transmitted through the Website;
6. upload, post, e-mail, or otherwise transmit any Materials that you do not have a right to transmit under any law or under contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of an employment relationship or under any nondisclosure agreement);
7. upload, post, e-mail or otherwise transmit any Materials that infringe, contribute to the infringement of, or induce others to infringe, any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
8. upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

9. upload, post, e-mail, or otherwise transmit anything that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or in any other way cause damage to a user's data against the will of the user;
10. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Website are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges;
11. interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website;
12. intentionally or unintentionally violate any applicable local, state, national or international law, any rules of any national or other securities exchange, and any regulations having the force of law;
13. "stalk" or otherwise harass another; or
14. collect or store personal data about other users

You acknowledge that Evan-Moor Educational Publishers and anyone it designates shall have the right, but not the obligation, in their sole discretion to move or refuse to move any Materials that are available through the Website. Without limiting the foregoing, Evan-Moor Educational Publishers and anyone it designates shall have the right to remove any Materials that violate these terms of use or are otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Materials, including any reliance on the accuracy, completeness, or usefulness of such Materials. In this regard, you acknowledge that you may not rely on any Materials 1) created by Evan-Moor Educational Publishers or featured on this Website, or 2) submitted to Evan-Moor Educational Publishers or this Website, including without limitation information in any Evan-Moor Educational Publishers' bulletin boards and in all other parts of the Website.

You acknowledge and agree that Evan-Moor Educational Publishers and this Website may preserve Materials and may also disclose Materials if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: a) comply with legal process; b) enforce these terms of service; c) respond to claims that any Materials violate the rights of third parties; or d) protect the rights, property, or personal safety of Evan-Moor Educational Publishers and this Website, its users, and the public.

You understand that the technical processing and transmission of the Service, including your Materials, may involve a) transmissions over various networks; and b) changes to conform and adapt to technical requirements of various networks or devices to which the Service is connected. This Website contains robot exclusion headers and you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy Evan-Moor Educational Publishers' Web pages or the content contained herein without the prior expressed

written permission of Evan-Moor Educational Publishers. You agree that you will not use any device, software, or routine to bypass our robot exclusion headers, or to interfere or attempt to interfere with the proper working of the Evan-Moor Educational Publishers site or any activities conducted on the Website. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the Website's infrastructure. Much of the information on our site is updated on a real-time basis and is proprietary or is licensed to Evan-Moor Educational Publishers or its vendors or third party participants. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from this Website without the prior expressed written permission of Evan-Moor Educational Publishers, or the appropriate third party.

### **Third Party Services and the Use of Plug-ins**

In addition to the Services and Materials provided by Evan-Moor Educational Publishers, this Website also makes available services provided by third party participants (hereafter, referred to as the "Third Party Services") to increase site usability, functionality, and copyright protection. The Third Party Services are governed by separate license agreements that accompany such services. Evan-Moor Educational Publishers offers no guarantees and assumes no responsibility or liability of any type with respect to the Third Party Services, including any liability resulting from incompatibility between the Third Party Services and the Services and Materials offered by this Website. You agree that you will not hold Evan-Moor Educational Publishers responsible or liable with respect to the Third Party Services or seek to do so.

### **TERMS AND CONDITIONS OF USE MAY CHANGE**

Evan-Moor Educational Publishers reserves the right to update or modify these Terms and Conditions of Use at any time without prior notice. Your use of this Website following any such modification constitutes your agreement to follow and be bound by the Terms and Conditions of Use as modified. For this reason, we encourage you to review these Terms and Conditions of Use whenever using this Website.

### **CORRECTION OF ERRORS AND INACCURACIES**

The content of this Website, including, but not limited to, text, pricing, availability, and descriptions, may contain errors, inaccuracies, or omissions and may not be complete or current. Evan-Moor Educational Publishers reserves the right to correct any errors,

inaccuracies, or omissions and to change or update information at any time without prior notice (including after you submitted your order and confirmation was received). We apologize for any inconvenience this may cause.

### **COLOR AND OTHER DISPLAYED FEATURES**

The colors and other features you see depicting materials and merchandise on your computer equipment and with your software may depend on the nature and features of your particular equipment and software. Therefore, we cannot guarantee that your monitor's display of any color or certain other features will accurately depict the actual color or those features of the materials or merchandise.

### **TERMINATION**

This Agreement is effective until terminated by either party. You may terminate this Agreement at any time by canceling your subscription. If you terminate your subscription before its expiration date, your subscription will not renew. Your subscription, and access to the Website, terminate immediately after you unsubscribe. Be sure to unsubscribe before the first day of your next billing cycle or you will be charged for another period. Evan-Moor is not obligated to refund fees should you fail to unsubscribe before your next payment date. Likewise, Evan-Moor is not obligated to issue refunds for cancellation of service prior to the next payment date.

This Agreement will terminate immediately without notice from Evan-Moor Educational Publishers or this Website if, in their sole discretion, you fail to comply with any term or provision of this Agreement, if you are an infringer of any third party's rights, or if you engage in conduct that is illegal, tortuous, or that interferes with the technological use of this site.

Upon termination of your subscription to this Website, you may no longer use, duplicate, or distribute any material you have obtained from the Website. Materials printed from the Website during your subscription must be destroyed. Any use of TeacherFileBox.com materials without a subscription to the service is a violation of Evan-Moor Educational Publishers intellectual property rights.

### **DISCLAIMER**

EVAN-MOOR EDUCATIONAL PUBLISHERS MAKES, AND THIS WEBSITE INCLUDES, NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO EVAN-MOOR EDUCATIONAL

PUBLISHERS OR THE CONTENTS OF THIS WEBSITE, WHICH ARE PROVIDED FOR USE "AS IS" AND "AS AVAILABLE." EVAN-MOOR EDUCATIONAL PUBLISHERS AND THIS WEBSITE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO EVAN-MOOR EDUCATIONAL PUBLISHERS AND THIS WEBSITE AND ANY WEBSITE WITH WHICH IT IS LINKED OR CONTENT PROVIDED BY SUPPLIERS TO THIS WEBSITE. EVAN-MOOR EDUCATIONAL PUBLISHERS DOES NOT WARRANT THE FUNCTIONS, INFORMATION, OR LINKS CONTAINED ON THIS WEBSITE OR THAT ITS CONTENTS WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THIS WEBSITE OR ITS CONTENTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES, CANCELBOTS, OR OTHER HARMFUL COMPONENTS. EVAN-MOOR EDUCATIONAL PUBLISHERS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

#### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE SHALL EVAN-MOOR EDUCATIONAL PUBLISHERS OR THIS WEBSITE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS ON THIS WEBSITE, EVEN IF EVAN-MOOR EDUCATIONAL PUBLISHERS, OR AN AUTHORIZED REPRESENTATIVE, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL EVAN-MOOR EDUCATIONAL PUBLISHERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, OR NOT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE. UNDER NO CIRCUMSTANCES SHALL EVAN-MOOR EDUCATIONAL PUBLISHERS BE RESPONSIBLE FOR ANY DAMAGES RELATED TO VIRUS INFECTION AND THE RESULTING CORRUPTION, DESTRUCTION, OR ALTERATION OF A USER'S OR SUPPLIER'S SYSTEM (INCLUDING FILES, SOFTWARE, AND HARDWARE LOCATED ON THEIR SYSTEMS).

## **MISCELLANEOUS**

This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to any principles of conflicts of law. You and Evan-Moor Educational Publishers each agree to submit to the exclusive jurisdiction of the courts of the state of California. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except by writing, signed by both parties. Evan-Moor Educational Publishers does not guarantee continuous, uninterrupted, or secure access to its services, and operation of this Website may be interfered with by numerous factors outside of its control. If any provision of these Terms & Conditions of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that these Terms & Conditions of Use and all incorporated agreements may be automatically assigned by Evan-Moor Educational Publishers, in its sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. The failure of Evan-Moor Educational Publishers to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. The User and Evan-Moor Educational Publishers are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms & Conditions of Use.

## **PERMISSION FOR REPRINTS**

All material on this Website, without limitation, is protected by U.S. and foreign intellectual property laws, including, specifically, copyright laws. In order to receive permission to reprint any material on this Website (outside of personal, noncommercial use), please write to:

*Evan-Moor Educational Publishers  
18 Lower Ragsdale Dr.  
Monterey, CA 93940 USA*