

Homeschool-Life.com™ Terms of Service

Introduction:

This document outlines the Terms of Service for using Homeschool-Life.com™. The agreement is between the homeschool group leadership and site administrators that signs up to use Homeschool-Life.com™ for their group Web site (the 'Subscriber') and Excel Engineering, Inc., developer of Homeschool-Life.com™. The goal of this document is to outline the expectations and acceptable use of Homeschool-Life.com™.

Use of Homeschool-Life.com™ does not require a long-term contract. This agreement is annual. We are confident that any homeschool group leadership and/or site administrators that uses the system will be extremely pleased with its capabilities and flexibility to allow almost anyone to manage information on the Web site.

1. Purpose of Agreement:

Subscriber desires to utilize Provider's Web services for the purpose of maintaining a presence on the Internet. Provider will provide services according to the terms and conditions set forth in this Agreement.

2. Services to be Provided:

Provider agrees to provide Subscriber with family access to Homeschool-Life.com™ for the purpose of joining their respective homeschool group web site. Homeschool-Life.com™ will provide all the necessary system requirements to run this application on the World Wide Web.

3. Payment:

Subscriber agrees to pay an annual fee specified by Homeschool-Life.com management. This price per family is established annually. Provider reserves the right to suspend or discontinue service for any Subscriber who is more than 30 days past due for services rendered.

4. Termination:

Homeschool-Life.com™ retains the right to terminate the service of any client who infringes or violates any terms of service listed here.

5. Subscriber Obligations:

The Subscriber agrees to use the system as defined by this agreement. The Subscriber recognizes Homeschool-Life.com™ need to uphold the law and Web site standards set forth in this agreement. The Subscriber therefore agrees to the following:

- All content uploaded to the Subscriber's Web site is the property of the Subscriber's homeschool group, or the Subscriber has obtained official permission from the content's rightful owner to display the content. This 'content' includes, but is not limited to: copyrights, trademarks, patents, graphics, photos, logos, intellectual property, written articles, or text of any kind that was taken from a third party source. Provider is not responsible for copyright infringements or other violations committed by the Subscriber.
- The Subscriber will adhere to all Federal, State, and Local laws concerning the collection and dissemination of personal information taken from users through Subscriber's site.
- Will not use any of Homeschool-Life.com™ to send unsolicited emails, otherwise known as spamming.
- Will not post any content that is considered illegal under the law.
- Will not post any content that can be considered obscene, profane, libelous, or racist in nature.
- Will not post any content that is pornographic.
- Will not post any programs or files that are protected by copyrights against duplication.
- Will not post any programs that are malicious in nature, i.e. virus, worm, etc...

6. Ownership:

The System - The Provider owns all rights to all files, technology, and branding that comprises Homeschool-Life.com™ application and any associated graphics or graphical templates.

The Content - The Subscriber owns any content that is input using Homeschool-Life.com™. The Subscriber is therefore liable for all content on the site.

Both the Provider and the Subscriber agree to protect the information and rights each has in regards to The System and The Content. The Subscriber further agrees that Homeschool-Life.com™, its structure and applications, are the sole property of Excel Engineering, Inc. and that the Subscriber will not use its own access or give access to any third party to view Homeschool-Life.com™ to reverse-engineer any portion, in part or in whole, of Homeschool-Life.com™.

7. Limited Warranty and Liability:

Homeschool-Life.com™ is provided 'as is' without any warranties. Excel Engineering, Inc. is not liable for any network, hardware, or software failures. If a Subscriber is dissatisfied with the service, the Subscriber can cancel the service with written notification to the Provider. The Provider will not refund the service fees for any prepaid months. Other than the foregoing, no warranty is made by Excel Engineering, Inc. regarding any information, service or product provided through, in connection with, or located on the computers of Excel Engineering, Inc. , and Excel Engineering, Inc. hereby expressly disclaims any and all warranties, including without limitation: (i) any warranties as to the availability, accuracy, or content of information, products, or services, and (ii) any warranties of merchantability or fitness for a particular purpose.

8. Prohibition of Illegal Content and Activity:

Subscriber agrees to abide by all copyright, obscenity, and other laws governing content of publications in the United States of America and the State of Wisconsin. Furthermore, Subscriber agrees that Provider shall in no way be liable or held legally accountable for the content of Subscriber's materials or information stored on or transmitted from Provider's computers. If in the opinion of Provider's legal counsel, Subscriber's materials or information violate federal or state law, said materials may be removed or the Web site shutdown without warning or compensation.

9. Agreement Period:

This agreement is in force as long as the Subscriber is using Provider's services. Either party may terminate this agreement by giving 30 days' advance written notice to the other party. If neither party provides the other with a 30-day advance written notice of intent to terminate this agreement, it shall be automatically extended for the next month under the same terms of this agreement. This requirement of written notice shall not apply to termination of service by Provider in case of either late or non-payment as described in section 3 above, or of illegal activity as described in sections 5 and 8 above.

10. Termination of Agreement:

- a. Each party has the right to terminate this Agreement upon 30 days' written notice to the other party.
- b. Upon termination of this Agreement for any reason, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of termination.

11. General Provisions:

- a. This Agreement is the sole and entire Agreement between the parties relating to the subject matter hereof, and supersedes all understandings, agreements and documentation relating to such subject matter. Excel Engineering, Inc. reserves the right to make amendments to this agreement at its sole discretion.
- b. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- c. This Agreement will be governed by the laws of the State of Wisconsin.
- d. This Agreement does not create any agency or partnership relationship.
- e. This Agreement is not assignable by either party without the prior written consent of the other.