

Homeschool-Life.com™ Terms of Service

Introduction:

This document outlines the Terms of Service for using Homeschool-Life.com™. By accessing or using Homeschool-Life.com you are agreeing to be bound by the terms and conditions set forth below. This agreement is between the homeschool group leadership and site administrators that sign up to use Homeschool-Life.com for their group website (the "Subscriber") and Life-Sites.com, developer of Homeschool-Life.com (the "Provider"). 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. The agreement is annual. We are confident that any homeschool group leadership and/or site administrators that use the system will be extremely pleased with its capabilities and flexibility to allow almost anyone to manage website content and functionality.

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 website. 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 annual fees specified by Homeschool-Life.com management. Price per family is established annually. Additional, per-family fees may be charged when families are added between annual renewal dates. Provider reserves the right to suspend or discontinue service for any Subscriber who is more than 21 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's need to uphold the law and website standards set forth in this agreement. The Subscriber therefore agrees to the following:

- All content uploaded to the Subscriber's website 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 the Homeschool-Life.com application and any associated graphics or graphical templates.

The Content - The Subscriber owns any content that is input to the Homeschool-Life.com application by the user. 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 Life-Sites.com 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:

Your use of the Provider Service is at your sole risk. Homeschool-Life.com is provided 'as is' without any warranties and on an "as available" basis. Life-Sites.com 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 Life-Sites.com regarding any information, service or product provided through, in connection with, or located on the computers of Life-Sites.com, and Life-Sites.com 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 Colorado. 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 website 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. Links:

This service may provide links to third party web sites. Provider has no control over these sites and is not responsible for their availability, does not endorse them, and is not responsible or liable for any content, goods, or services available from these sites. Provider will not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any content, goods, or services available through these sites.

12. Trademarks and Copyrights:

The trademarks, logos, and service marks ("Marks") displayed on this Site are the property of Homeschool-Life.com. You are not permitted to use the Marks without the prior written consent of Homeschool-Life.com. All information, text, video, audio, and other content on the Site, including all associated intellectual property rights, are the property of Homeschool-Life.com and are protected by copyright and other intellectual property laws.

13. Privacy Statement:

Homeschool-Life.com is the sole owner of the information collected on this website. Homeschool-Life.com does not collect personal information about you except in the following circumstances:
Information your internet browser may automatically send to us such as your IP address and/or the IP address of the server you linked from. This information is only used for troubleshooting and systems administration purposes. We do not log IP addresses to track your session nor do we link IP addresses to anything that is personally identifiable. This data allows us to evaluate our website usage and make the site more useful to those who visit us.
Information you provide to us in an email or attachment.
Information you provide to us on a form or website questionnaire.
As permitted by law. For example, we may provide the information in response to a subpoena, a law enforcement or governmental agency request, or a court order.
The privacy and protection of your personal information is of utmost importance to us. Homeschool-Life.com will make every effort to protect your privacy and use the information collected only for the specific purpose for which it was intended.

14. Indemnity:

Subscriber will indemnify and hold Provider and its subsidiaries, affiliates, officers, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Subscriber's use of the Service, Subscriber's violation of the Terms, or Subscriber's violation of any rights of a third party.

15. 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. Life-Sites.com 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 Colorado. The parties herein agree that the proper venue for any dispute shall be Colorado Springs, CO. The Subscriber understands that they are solely responsible for compliance with C.R.S. § 22-33-104.5 and as such hold Provider harmless for any failure on the part of the Subscriber to comply with such statute or other similar statutes in other jurisdictions.
- d. This Agreement does not create any agency or partnership relationship.