CISLOnline® Terms of Use

These Terms of Use govern your access to and use of the website known as CISL.iteach.world ("CISLOnline) and its subdomains, services, tools, and content (the "Website")

1. You Must Accept These Terms to Use the Site

The Website is available to you subject to these Terms of Use. Please read these Terms of Use carefully. Whenever you use the Website in any way you are agreeing to these Terms of Use. If you do not agree to these Terms of Use, or your use does not meet or comply with their provisions, you may not use the Website.

2. These Terms of Use May Change

CISLOnline may, at any time, for any reason and without prior notice, make changes to these Terms of Use. Any modifications will take effect when posted to the Website. Therefore, each time you access the Website, you need to review the Terms of Use upon which access and use of this Website is conditioned. By your continuing use of the Website after any changes become effective, you will be deemed to have accepted such changes.

3. License to Use CISLOnline

CISLOnline grants you a limited, non-assignable, non-transferable and non-exclusive license to use the Website solely for your own personal, non-commercial purposes, subject to your agreement to, and compliance with, these Terms of Use. This includes the right to view or read content available on the Website.

CISLOnline reserves the right to, at any time and in its sole discretion, modify or discontinue, temporarily or permanently, the Website, its look, feel, format, and content, (or any part thereof) as well as any of the products and/or services as described at CISLOnline with or without notice.

4. Where You May Use the Website

The Website is directed to those individuals and entities located in the United States and other countries. It is not directed to any person or entity in any jurisdiction where (by reason of nationality, residence, citizenship or otherwise) the publication or availability of the Website and its content, including its products and services, are unavailable or otherwise contrary to local laws or regulations. If this applies to you, you are not authorized to access or use any of the information on this Website. CISLOnline makes no representation that the information, opinions, advice, videos, images, texts, audio recordings or other any other content on the Website (collectively, "Content") are appropriate or that its products and services are available outside of the United States. Those who choose to access this Website from other locations do so at their own risk and are responsible for compliance with applicable local laws.

5. Your Account

To use the Website you must register as a user and provide us with you name, a valid email address, and a password. You account settings allow you to create a username for your profile. CISLOnline may, in it's sole and absolute discretion, refuse to accept a particular username for any reason, including, without limitation, CISLOnline's belief that such username is protected by trademark or other law, impersonates someone, or is offensive in any way.

You are responsible for all activity that occurs under your account, including any activity by unauthorized user. You must not allow others to use your account. You will immediately notify CISLOnline in the event that you learn or suspect that your registration information, username, or password has been disclosed or otherwise made know to any other person.

You agree that CISLOnline may, in their sole discretion and without prior notice, suspend, disable, delete, or terminate your password and/or account and/or access to the Website and remove and discard your content within the Website for any reason including, but not limited to, (i) a belief that you have violated or acted inconsistently with the these Terms of Use, (ii) a belief that your conduct or content would damage CISLOnline's reputation, or (iii) if you have not used CISLOnline or its services for 9 months. Upon termination of your account, all licenses granted to you by CISLOnline will immediately terminate. You agree that CISLOnline shall not be liable to you or any third party for any modification, suspension or discontinuation of the Website and/or any suspension, disabling, deletion, or termination of your password and/or account. CISLOnline may, at its discretion, block your email address and Internet protocol address to prevent further registration by you.

6. How You May Use CISLOnline and Its Services

As a condition to your use of the Website, you agree that you will only use the Website in a responsible, respectful, proper and lawful manner. CISLOnline has the right, but not obligation, to monitor all conduct and content on the Website. You will not (and will not allow any third party to) do, or attempt to do, any of the following:

- (i) Harass or stalk any other person;
- (ii) Harm or exploit minors;
- (iii) Distribute spam;
- (iv) Use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices;
- (v) Use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website;
- (vi) Obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website:
- (vii) Copy, store, transmit, distribute, duplicate, sell, resell, or exploit any portion of the Website in any form;
- (viii) Access to the Website without the express prior written permission of CISLOnline:
- (ix) Reverse engineer, create a derivative work from, reverse assemble or otherwise attempt to discover any source code for software use in connection with the Website or the design or layout of the Website or individual sections of it, (the "Software");
- (x) Sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software;
- (xi) Modify or attempt to modify the Software in any manner or form, nor use any modified versions of the Software, including, without limitation, for the purpose of obtaining unauthorized access the Website;
- (xii) Access or attempt to access the Website by any means other than through the interface that is provided by the Website for use in accessing it site and services;
- (xiii) Engage in any intentional or unintentional violation of any applicable local state, national or international law or any right (trademark, trade secret, copyright or other proprietary rights):
- (xiv) Attempt the systematic retrieval of data from the Website; or

(xv) Upload, post, or transmit any Content which contains sexually explicit content or pornography, contains hateful, defamatory, or discriminatory content, incites hatred or violence against any individual or group, depicts extreme violence or unlawful acts, exploits minors, promotes fraudulent schemes, or violates any laws.

E-mail submissions over the Internet may not be secure and are subject to the risk of interception by third parties. Please consider this fact before e-mailing any information. Also, please consult our Privacy Policy. You agree not to submit or transmit any e-mails or materials through the Website that: (i) are defamatory, threatening, obscene or harassing, (ii) contain a virus, worm, Trojan horse or any other harmful component, (iii) incorporate copyrighted or other proprietary material of any third party without that party's permission or (iv) otherwise violate any applicable laws. CISLOnline shall not be subject to any obligations of confidentiality regarding any information or materials that you submit online except as specified in these Terms of Use, or as set forth in any additional terms and conditions relating to specific products or services, or as otherwise specifically agreed or required by law.

7. Privacy Policy

Your use of the Website is subject to the CISLOnline Privacy Policy. Please make sure you use and understand our Privacy Policy before you use CISLOnline and its services and tools. The terms of the Privacy Policy are considered part of this agreement. In the event that any provisions of these Terms of Use conflict with any terms of the Privacy Policy, the provisions of these Terms of Use shall prevail. By using the Website, you are acknowledging that you have read and understand the Privacy Policy.

8. User Representations and Warranties

For any content that you use in CISLOnline, you represent and warrant that (i) you have the right to use the content on CISLOnline and grant the licenses set forth above; (ii) CISLOnline will not need to obtain any licenses from any third party or pay royalties to any third party; (iii) the content does not infringe any third party's rights, including but not limited to, intellectual property rights and privacy rights; and (iv) the content complies with these Terms of Use and all applicable laws. In addition, you represent and warrant that your access to and use of the Website or any part thereof, or purchase and use of any products or services, will not constitute a breach or violation of any other agreement, contract, terms of use, or any law or regulation to which you are subject

9. Copyrights and Trademarks

You understand and agree that the materials at CISLOnline and its services and content, as well as the organisation and layout of this site and any browser extension and necessary software used in connection with CISLOnline and its services and tools, are protected by applicable United States and international copyrights, trademarks, service marks, patents or other proprietary laws and treaty provisions.

The following are strictly prohibited without the express prior written consent of CISLOnline: (i) the commercial use, reproduction, modification, transmission or distribution of any information, software or other material available through Website, or (ii) the use of any part of the Website on any other website,

You may access, download and print materials on this Website solely for your personal and non-commercial use; however, any print out of this site or its services, or portions of CISLOnline and its services and tools, must include CISLOnline's copyright notice. No right, title or interest in any of the materials contained on this Website is transferred to you as a result of accessing, downloading or printing such materials. You may not copy, modify, distribute, transmit, display, reproduce, publish, license any part of the Website; create derivative works from, link to or frame in another website, use on any other website, redistribute, transfer or sell the Website or any information obtained from the Website without the express prior written permission of CISLOnline.

Certain content found on the Website may be subject to additional terms, conditions, and notices.

10. Links and Third-Party Content

For your convenience, we may provide third party content or links to various other websites that may be of interest to you and for your convenience only. However, CISLOnline does not control or endorse or accept any responsibility for such third-party content or such other websites nor is CISLOnline responsible for the accuracy, completeness, or reliability of any information, data, opinions, advice, or statements contained within such content or other websites. Please read the terms and conditions or terms of use policies of any other company or website you may link to from our website. These Terms of Use policy applies only to CISLOnline's website and the products and services CISLOnline offers. If you decide to access any of the content or third party sites linked to this Website or its services, you do so at your own risk. CISLOnline reserves the right to terminate any link or linking program at any time. CISLOnline disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such sites.

You may not link to this Website without CISLOnline's express prior written permission. If you are interested in linking to this Website, please contact info@CISLOnline.

11. Advertisers

You understand and agree that (i) the Website may include advertisements and that these advertisements may be necessary for CISLOnline to provide the Website, and (ii) you will not obscure any advertisements from general view via any means. By using the Wesbite you agree that CISLOnline has the right to run such advertisements with or without prior notice and without any compensation to you or any other user. The manner, mode and extent of advertising by CISLOnline on the Website are subject to change by CISLOnline at any time and at its discretion.

Your correspondence or business dealings with. or participation in promotions of advertisers found on or through CISLOnline or its services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that CISLOnline shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on CISLOnline or its services.

12. Spamming

Gathering email addresses from CISLOnline through harvesting or automated means is prohibited. Posting or transmitting unauthorized or unsolicited advertising, promotional materials, or any other forms of solicitation to other Users is prohibited. Inquiries regarding a commercial relationship with CISLOnline should be directed to info@CISLOnline.

13. Limitation of Liability and No Warranties

TO THE MAXIMUM EXTEND ALLOWED BY LAW, CISLONLINE AND ITS SERVICES, CONTENT, AND TOOLS, AND ANY CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY.

NEITHER CISLONLINE, NOR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, OR LICENSORS MAKES ANY REPRESENTATION OR WARRANTIES THAT (I) THE USE OF THE WEBSITE IS PERMITTED IN YOUR JURISDICTION; OR (II) THE USE OF THE WESBITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY SUCH ERRORS WILL BE CORRECTED; OR (III) THE

RESULTS THAT MAY OBTAINED FROM THE USE OF THE WEBSITE; OR (IV) REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS, OR EFFECTIVENESS OF ANY CONTENT, INFORMATION, MATERIAL, POSTINGS, OR RESPONSES FOUND ON THE SITE, ANY MERCHANDISE OR SERVICES PROVIDED THROUGH THE SITE, OR ANY LINKS TO OTHER SITES MADE AVAILABLE ON THE WEBSITE; OR (V) THAT CISLONLINE WILL CONTINUE TO OFFER OR SUPPORT ANY PARTICULAR FEATURE OF THE WEBSITE.

CISLONLINE, ITS SUBSIDIARIES, PARENTS, AFFILIATES, THIRD PARTY CONTENT PROVIDERS, (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS) ARE NOT RESPONSIBLE FOR ANY RESULT OR OTHER DIRECT OR INDIRECT CONSEQUENCE OF ACCESSING THE WEBSITE AND ITS SERVICES AND TOOLS AND USING THE CONTENT AND YOU ARE SOLELY RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY ACCESS, DOWNLOAD OR OTHERWISE OBTAIN IS FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. YOUR USE OF CISLONINE AND ITS SERVICES AND TOOLS IS AT YOUR OWN RISK. YOU EXPRESSLY AGREE THAT CISLONLINE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF CISLONLINE HAS BE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT (I) RESULT FROM OR ARE IN ANY WAY CONNECTED TO , THE USE OF (OR INABILITY TO USE) OR RELIANCE ON CISLONLINE, ITS SERVICES AND ANY CONTENT, OR (II) ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OR. INFORMATION TO OR FROM THE USER.

IN NO EVENT SHALL CISLONLINE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND COUASES OF ACTION (WHETHER IN CONTRACT TORT, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCCESSING THE WEBSITE.

Some jurisdictions do not allow the limitation or exclusion of implied warranties or of incidental or consequential damages. In those such jurisdictions the liability of CISLOnline shall always be limited to the fullest extent permitted by the law of that jurisdiction.

You are solely responsible for your interactions with other Users. CISLOnline reserves the right, but has no obligation, to monitor disputes between you and other Users. In the event that you have a dispute with or claim against another user in any way related to, arising from, or connected with the use of the Website and its services and tools you agree that CISLOnline is released from any claims, demands and damages of every kind and nature arising our of or in any way connected with such dispute or claim.

If at any time you are not happy with the Website or the services or any content within the Website, your sole remedy is to cease using them.

14. Arbitration

Any controversy or claim arising out of or relating to these Terms of Use, or the breach thereof, shall be settled by arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted and administered by the National Arbitration Forum, under the Code of Procedure in effect at the time the claim is filed. Any sole and exclusive venue for any arbitration hearing is San Francisco, California, and any such arbitration proceeding shall comply with the Governing Law chosen below. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 16. Judgment upon the award may be entered in any court having jurisdiction. Any party may make an application to the arbitrator seeking injunctive relief to maintain the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved. Any provisional or equitable remedy which would be available from a court of law shall be available from the arbitrator, to the parties to this Agreement pending arbitration. The arbitrator shall have the authority to award any remedy or relief that a court of this state could order or grant, including, without limitation, specific performance of any obligation created under the agreement, the awarding of punitive damages, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process. The arbitration shall be held in San Francisco, California, or at such other place as may be selected by mutual written agreement. The arbitrator shall have the discretion to order a pre-hearing exchange of information by the parties. including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties.

15. **Jurisdiction**

These Terms of Use and any action related to them shall be governed in all respects by the laws of the State of California, USA, without regard to its conflict of laws provisions. By using the Website you expressly consent to the exclusive forum, jurisdiction, and venue of the Courts of the State of California or the United States District Court for the Northern District of California, located in San Francisco County California, as CISLOnline selects in its sole and absolute discretion, in any and all actions, disputes, or controversies relating to these Terms of Use.

You hereby irrevocably consent to the jurisdiction of such court (and of the appropriate appellate courts therefrom) in any suit, action, or proceeding; and you irrevocably waive to the fullest extent permitted by applicable law, any objection which you may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

16. DMCA Copyright Policy

CISLOnline respects the intellectual property rights of others and expects our users to do the same. If you believe something on the Website or its services has infringed your intellectual property rights, please notify CISLOnline at info@CISLOnline and provide the following information:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled.
- (iv) Address, telephone number, and, if available, an electronic mail address where we may contact you.
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement by you that the information in the notification is accurate, and under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright owners and agents acknowledge that failure to comply with all of the requirements of the foregoing may result in an invalidity of the DMCA notice.

If you believe that the content that was removed (or to which access was disabled) is not infringing, or that you have authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content, you may send a counter-notice containing the following information to info@CISLOnline

- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in the Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.
- Your physical or electronic signature;

If a counter-notice is received by CISLOnline, it may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the person providing such content, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counternotice, at CISLOnline's sole discretion.

17. User Submissions And Communications; Public Areas:

CISLOnline has no obligation to, review any Content made available through the Website by you and other users. CISLOnline is not responsible for any of the Content in this material or information. CISLOnline makes no representation that the Content is appropriate for all users or complies with these Terms of Use. You acknowledge and warrant to CISLOnline that you own, are solely responsible or otherwise control all of the necessary rights to any Content that you post or otherwise make available on the Website; that the Content is accurate; that use of the Content you supply does not violate these Terms of Use and will not cause injury to any person or entity; and that you will indemnify CISLOnline or its affiliates for all claims resulting from any such Content.

If you make any submission to an area of the Wesbite accessed or accessible by the public ("Public Area") or if you submit any business information, idea, comment, concept or invention to CISLOnline by email, you automatically represent and warrant that the owner of such content or intellectual property has expressly granted CISLOnline a royalty-free, perpetual, irrevocable, world-wide, and nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, sublicense, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. CISLOnline may sublicense its rights through multiple tiers of sublicenses. By making any material or information available through the Website, you also grant to users other than yourself the right and license to access view, store, or reproduce your material and information for the user's personal use. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, you must not submit them to the Public Areas or to CISLOnline by email.

CISLOnline reserves the right to take any action it deems necessary to protect the personal safety of our users or the public. CISLOnline has no liability or responsibility to users of the Website and its services and tools or any other person or entity for performance or nonperformance of the aforementioned activities.

18. Indemnification

You agree to defend, indemnify, and hold CISLOnline, its parents, subsidiaries, affiliates, licensors, and suppliers, (and their respective officers, directors, employees, and agents) harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Website or any violation of these Terms of Use. CISLOnline reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You will cooperate as fully as reasonably required in the defense of any claim.

19. General Terms

If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other provisions will not be affected by any such modification. If any provisions or language of these Terms of Use are found by a court of competent jurisdiction to be invalid, you agree that the other provisions of these Terms of Use shall remain in full force and effect and that the course should seek to give effect to the intention of the parties as reflected in the invalidated language or provision.

The heading in these Terms of Use are for convenience of reference only and shall not be used to construe the terms of this Agreement.

The failure of CISLOnline, on one or more occasions, to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. CISLOnline's rights and remedies under these Terms of Use are cumulative and not exclusive.

These Terms of Use are binding upon, and shall inure to the benefit of, both parties and their respective successors, heirs, executors, administrators, representatives, and permitted assigns. You may not assign the agreement represented by these Terms of Use without the express prior written consent of CISLOnline.

No provision in these Terms of Use is intended to, or shall, create any rights with respect to the subject matter of these Terms of Use in any third party.

You agree that your CISLOnline account is shall remain the property of CISLOnline and is non-transferable. Upon your (i) death, or (ii) a termination of you use of the Website and its services and tools for violation of these Terms of Use any rights to your CISLOnline account or contents in your account will terminate.

20. Entire Agreement

These Terms of Use incorporate the <u>Privacy Policy</u> by reference and are the entire and exclusive agreement between CISLOnline and you regarding the Website and these Terms of Use supersede and replace any prior agreements between CISLOnline and you regarding the Website.

If you have other agreements with CISLOnline or any of its subsidiaries or affiliates those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise or amend the terms of any other agreements you may have with CISLOnline or any of its subsidiaries or affiliates.

21. Contact

You agree to receive all communications from CISLOnline (including, without limitation, notices, agreements, disclosures, or other information) electronically. CISLOnline may provide all such communications by posting them on the Website or by email.

If you have any question about, or want to report any violations of these Terms of Use, please contact us at info@CISLOnline We try to answer every email in a timely manner, but are not always able to do so.

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