

WebRoom.net® Terms of Use

These Terms of Use govern your access to and use of WebRoom.net and the services, associated software, applications and services of WebRoom Education, Inc. known as WebRoom and its subdomains, services, tools, and content (collectively, the “Services”).

1. You Must Accept These Terms to Use the Site

Your use of the Services is, at all times, conditioned upon and subject to these Terms of Use. Please read these Terms of Use carefully. Whenever you use the Services 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 Services. If you create an account or use the Services on behalf of a business entity, you represent that you are authorized to act on its behalf and to bind the business entity to these Terms of Use.

2. These Terms of Use May Change

WebRoom 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 Services. Therefore, each time you access the Services, you need to review the Terms of Use upon which access and use of this Services is conditioned. If you do not agree to the changes you should discontinue using the services. By your continuing use of the Services after any changes become effective, you will be deemed to have accepted such changes.

3. License to Use WebRoom.net

WebRoom grants you a limited, non-assignable, non-transferable and non-exclusive license to use the Services solely for your own personal or internal business use, subject to your agreement to, and compliance with, these Terms of Use. WebRoom reserves the right to, at any time and in its sole discretion, modify or discontinue, temporarily or permanently, the Services, its look, feel, format, and content, (or any part thereof) as well as any of the products and/or services with or without notice.

4. Where You May Use the Services

The Services are 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 Services 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 the Services. When you use the Services you are responsible for compliance with local laws or regulations applicable to your use of the Services.

5. Your Account

To use the Services you must register as a user and provide us with your name, a valid email address, and a password. Your account settings allow you to create a username for your profile. WebRoom may, in its sole and absolute discretion, refuse to accept a particular username for any reason, including, without limitation, WebRoom'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 others whether with or without your consent. You must not allow others to use your account. You will immediately notify WebRoom in the event that you learn or suspect that your registration information, username, or password has been disclosed or otherwise made known to any other person.

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

6. How You May Use the Services

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

- (i) Distribute spam;
- (ii) Use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices;
- (iii) Use the Services in any manner that could damage, disable, overburden, or otherwise disrupt or impair the Services any other party's use and enjoyment of the Services;
- (iv) Obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services;
- (v) Copy, store, transmit, distribute, duplicate, sell, resell, or exploit any portion of the Services in any form;
- (vi) Access the Services without the express prior written permission of WebRoom;
- (vii) Reverse engineer, create a derivative work from, reverse assemble or otherwise attempt to discover any source code for software used in connection with the Services or the design or layout of the Services or individual sections of it, (the "Software");
- (viii) Sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software or the Services;
- (ix) 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 Services;
- (x) Access or attempt to access the Services by any means other than through the interface that is provided by the Services for use in accessing it site and services;
- (xi) 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);
- (xii) Attempt the systematic retrieval of data from the Services; or
- (xiii) 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, harms or exploits minors, promotes fraudulent schemes, or violates any laws.
- (xiv) Upload or transmit any software, content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of WebRoom or other users of Services.

7. Privacy Policy

Your use of the Services is subject to the WebRoom [Privacy Policy](#). Please make sure you use and understand our Privacy Policy before you use the Services. 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 Services, you are acknowledging that you have read and understand the Privacy Policy.

8. Copyrights and Trademarks

You understand and agree that the materials at WebRoom 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 the Services and tools, are protected by applicable United States and international copyrights, trademarks, service marks, patents or other proprietary laws and treaty provisions.

9. Limitation of Liability and No Warranties

TO THE MAXIMUM EXTENT ALLOWED BY THE SERVICES 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. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU.

NEITHER WEBROOM, NOR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, OR LICENSORS MAKES ANY REPRESENTATION OR WARRANTIES THAT (I) THE USE OF THE SERVICES IS PERMITTED IN YOUR JURISDICTION; OR (II) THE USE OF THE SERVICES WILL MEET ANY USER’S REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (IV) THAT WEBROOM WILL CONTINUE TO OFFER OR SUPPORT ANY PARTICULAR FEATURE OF THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WEBROOM, ITS SUBSIDIARIES, PARENTS, AFFILIATES, LICENSORS, SUPPLIERS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS) SHALL NOT BE NOT RESPONSIBLE FOR ANY RESULT OR OTHER DIRECT OR INDIRECT CONSEQUENCE

OF ACCESSING AND USING THE SERVICES 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 THE SERVICES IS AT YOUR OWN RISK. YOU EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WEBROOM 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 WEBROOM HAS BEEN 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 THE SERVICES AND ANY CONTENT, OR (II) ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OR, INFORMATION TO OR FROM A USER, OR (III) THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR SUPPORT SERVICES.

WEBROOM'S, ITS AFFILIATES', LICENSORS", SUPPLIERS', AND RESELLERS' MAXIMUM CUMMULATIVE LIABILITY, AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS, DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT TORT, INCLUDING, BUT NOT LIMITED THE SERVICES.

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 WebRoom shall always be limited to the fullest extent permitted by the law of that jurisdiction.

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

10. 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 Services 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, in any and all actions, disputes, or controversies relating to these Terms of Use and/or your use of the Services.

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.

11. User Submissions And Communications; Public Areas:

You acknowledge and warrant to WebRoom 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 Services; 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 WebRoom or its affiliates for all claims resulting from any such content.

WebRoom does not assume any responsibility for retention of any user information or communications between users.

12. Indemnification

You agree to defend, indemnify, and hold WebRoom, 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 Services or any violation of these Terms of Use. Any and all rights and remedies of WebRoom will be deemed cumulative and not exclusive or any other right or remedy conferred by this agreement or by law or equity on WebRoom and the exercise of one remedy shall not preclude the exercise of any other. WebRoom 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.

13. 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 courts 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 WebRoom, 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. WebRoom'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 WebRoom.

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.

These Terms of Use have been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes

14. Entire Agreement

These Terms of Use incorporate the [Privacy Policy](#) by reference and are the entire and exclusive agreement between WebRoom and you regarding the Services and these Terms of Use supersede and replace any prior agreements between WebRoom and you regarding the Services.

If you have other agreements with WebRoom 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 WebRoom or any of its subsidiaries or affiliates.

15. Contact

You agree to receive all communications from the WebRoom (including, without limitation, notices, agreements, disclosures, or other information) electronically. WebRoom may provide all such communications by posting them on the Services 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@WebRoom.net We try to answer every email in a timely manner, but are not always able to do so.

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