

SHARED ASSESSMENTS WEBSITE TERMS OF USE

The Shared Assessments LLC (“Shared Assessments” or the “Program”) Website Terms of Use (the “Terms”) are a binding agreement between you and Shared Assessments and pertain to the access and use of the Shared Assessments website (the “Website”) to gain access to licensed materials or other services or to gain access to the members only portion of the website (the “Services”). By accessing the Shared Assessments Website, you agree to be bound by the Terms.

1. Intellectual Property

The Program holds all rights, title, and interest (including but not limited to copyright interests where applicable) to the content, information, data, designs, code, and materials associated with the Services (“Content”) that may be accessed via the Website and that are protected by intellectual property and other laws. The User must comply with these Terms and all other applicable laws (including but not limited to copyright, trademark and other legal notices and restrictions).

2. Privacy Policy

The Program’s Privacy Policy can be found at <https://sharedassessments.org/privacy-policy/>

The Policy describes the Program’s practices regarding data that a User provides or that the Program may collect about a User. The User consents to the Program’s use of the User’s data in compliance with the Privacy Policy.

3. Registration and Access Controls

The User is responsible for maintaining the confidentiality of its username and password and it accepts responsibility for all activities, charges, and damages that occur under its account. If a User has reason to believe that unauthorized access to its account has occurred, the User must contact the Program immediately. The Program will not be responsible for any loss or damage resulting from a User’s failure to notify the Program of such unauthorized use. If the Program requests registration information from a User, the User must provide the Program with accurate and complete information and must update its account information whenever it changes. A User may not access any age-restricted Services unless he/she is at least the minimum required age.

4. Third-Party Content

The Program may provide third party content or links to third party websites on the Services. The Program does not endorse or evaluate third party content and websites, and it disclaims all liability and responsibility for any third parties’ actions, omissions, content, or websites. A User should review third parties’ terms of use and privacy policies before using their services.

5. Fee-Based Services

If a User accepts the Program’s fee-based products or features, it agrees to the terms and conditions governing all such purchases, including all requirements to pay applicable fees and charges. The Program will notify Users of any changes to fees and charges, which may be updated by the Program from time to time.

6. Acceptable Use

The Services have been designed to present Content in a unique format and appearance. Unless the Program gives a User prior written permission, the User agrees not to access the Services using any interface other than the Program’s. The Program may deny permission to link to the Services for any reason in its sole discretion, and a User must be able to promptly edit or delete links that it creates, upon the Program’s request. A User may not, and may not assist others to use the Services as described below:

- 6.1** Link to the Services from a site or transmit any material that is inappropriate, profane, vulgar, offensive, false, disparaging, defamatory, obscene, illegal, sexually explicit, racist, that promotes violence, racial hatred, or terrorism, or that the Program deems, in its sole discretion, to be otherwise objectionable;
- 6.2** Frame the Services or display the Services in connection with an unauthorized logo or mark, or do anything that could falsely suggest a relationship between the Program and any third party or potentially deprive the Program of revenue (including, without limitation, revenue from advertising, branding, or promotional activities);
- 6.3** Violate any person’s or entity’s legal rights (including, without limitation, intellectual property, privacy, and publicity rights), transmit material that violates or circumvents such rights, or remove or alter intellectual property or other legal notices;
- 6.4** Transmit files that contain viruses, spyware, adware, or other harmful code;
- 6.5** Interfere with others using the Services or otherwise disrupt the Services;
- 6.6** Transmit, collect, process, or access personally identifiable information about other users without the consent of those users and the Program;
- 6.7** Engage in unauthorized spidering, “scraping,” or harvesting Content, contact or other personal information, or use any other unauthorized automated means to compile such information;
- 6.8** Impersonate any person or entity or otherwise misrepresent an affiliation or the origin of materials it transmits; or
- 6.9** Defeat any access controls, access any portion of the Services that it is not authorized to access (including password-protected areas), link to password-protected areas, attempt to access or use another user’s account or information, or allow anyone else to use its account or access credentials.

7. Consequences of Violations: Disclosures for Legal Compliance

- 7.1** The Program may take any of the following actions in its sole discretion and without notice for violation of these Terms and/or, if applicable, any terms of the Shared Assessment Membership Agreement: (a) Restrict, suspend, or terminate a User's access to the Services; (b) Change or discontinue the Services to the User; and/or (c) Deactivate a User's account and delete all related information and files in its account.
- 7.2** In addition to the foregoing, the Program may provide information concerning a User and its activities to comply with applicable laws or respond to court order, subpoenas, or other lawful requests, or if the Program providing such information would protect the User's safety or that of another person or protect the security of the Services, or as otherwise described in the Privacy Policy.
- 7.3** The Program will not be liable (and disclaims all liability) to a User or any third party for taking any of these actions and reserves the right to pursue all other remedies available under applicable law if a User violate these Terms.

8. Indemnification

The User will defend, indemnify, and hold harmless the Program and its directors, officers, employees, shareholders, vendors, partners, contractors, agents, licensors or other representatives of each of them and all of their successors and assigns, for all damages, liabilities, and expenses or obligations of any kind (including attorney's fees and costs), arising out of or in connection with the User's breach of these Terms, or claims relating to User's account activity.

9. Disclaimers: Warranty, Limitation of Liability and Damages

- 9.1** THE PROGRAM DOES NOT WARRANT AS FOLLOWS: THAT THE SERVICES, ANY OF THE SERVICES' FUNCTIONS OR ANY CONTENT OR SOFTWARE CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT THE SERVICES OR THE SERVERS HOSTING THEM ARE FREE OF VIRUSES OR OTHER HARMFUL CODE; OR THAT THE SERVICES OR INFORMATION AVAILABLE THROUGH THE SERVICES WILL CONTINUE TO BE AVAILABLE.
- 9.2** THE PROGRAM DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES AND CONTENT, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE. THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE SERVICES, ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS."
- 9.3** THE PROGRAM DISCLAIMS ALL LIABILITY TO ANY USER OR ANYONE ELSE USING THE SERVICES OR CONTENT, OR ACCESSING THE WEBSITE FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES) IN CONNECTION WITH THE SERVICES, WEBSITE, CONTENT, OR A USER'S SUBMISSIONS, (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE, BUT EXCLUDING WILLFUL MISCONDUCT).
- 9.4** A USER'S ACCESS TO AND USE OF THE SERVICES, WEBSITE, AND/OR CONTENT IS AT ITS OWN RISK. IF A USER IS DISSATISFIED WITH THE SERVICES, WEBSITE, OR ANY CONTENT, ITS SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SERVICES, WEBSITE, OR CONTENT.
- 9.5** THE USER ACKNOWLEDGES AND AGREES THAT IF IT INCURS ANY DAMAGES THAT ARISE OUT OF THE PROGRAM'S ACTS OR OMISSIONS, EVEN IF IRREPARABLE, IT WILL NOT BE ENTITLED TO AN INJUNCTION OR OTHER EQUITABLE RELIEF. THE USER ACKNOWLEDGES THAT IT MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE UNKNOWN OR ARE UNSUSPECTED. ACCORDINGLY, THE USER AGREES TO WAIVE THE BENEFIT OF ANY LAW, THAT OTHERWISE MIGHT LIMIT ITS WAIVER OF SUCH CLAIMS.

10. Changes: Additional Terms

The Program may occasionally change these Terms, so it encourages Users to review the Terms periodically. If the Program makes a change to the Terms, the User will be presented with the updated Terms at its next log in to the Website and given the opportunity to review and accept/reject those new terms. The most current version of the Terms (along with their effective date) will be posted on the Website. If a User continues to use or access the Services after the Terms have been changed, the User will be deemed to have agreed to the updated Terms. Additional terms may apply to a User's use of the Services. The Program will provide these terms to Users or post them on the Services to which they apply and they are incorporated by reference into these Terms. If there is a conflict between these Terms and any additional terms that apply to a particular Service, the additional terms will control. Special promotions of the Services may also have additional rules and requirements, and Users are responsible for complying with those rules and requirements.

11. Miscellaneous

- 11.1** The Program's failure to exercise or enforce any right or provision in these Terms will not constitute a waiver of such right or provision. These Terms and all additional terms, conditions, and policies on the Services, constitute the entire agreement between a User and the Program and supersede all prior agreements with respect to the subject matter hereof. If any part of these Terms is determined to be invalid or unenforceable under applicable law, that provision will be removed, and the remainder of the Terms will continue to be valid and enforceable. To the extent that these Terms conflict with the Membership Agreement, these Terms shall control. The headings in these Terms are intended for convenience of reference and will not affect interpretation of these Terms.

- 11.2** The Program may be required by state or federal law to notify Users of certain events. The User hereby acknowledges and agrees that such notices will be effective upon posting them on the Program's Website or delivering them to the User via email. The User may update its email address by visiting the Services where it has provided contact information. If a User does not provide the Program with accurate information, it will not be responsible for failure to notify the User.
- 11.3** These Terms and all claims arising from or related to a User's use of the Services will be governed by and construed in accordance with the laws of the State of Delaware. Notwithstanding any other provision of these Terms, the Program may seek injunctive or other equitable relief from any court of competent. Regardless of any statute or law to the contrary, the User must file any claim or action related to use of the Services or these Terms within one year after such claim or action accrued. Otherwise, the User will be deemed to have waived the claim or action.
- 11.4** The Program may elect to resolve any controversy or claim arising out of or relating to these Terms or the Services by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction.