

Start.edu - Terms of Use

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Start.edu is provided by Technolutions, Inc. ("Technolutions" "us," or "we"). These Terms of Use ("Terms") govern your access to and use of Start.edu's website, products, and services (collectively, "Start.edu").

When you use Start.edu, you enter into a legal agreement with us and agree to all of these terms and our Privacy Policy.

Please read these Terms carefully, and contact us if you have any questions (contact information is below). By using Start.edu, you signify your agreement to these Terms and our Privacy Policy. If you do not agree to these Terms, you may not use Start.edu. Please note that these Terms do not apply to use of any of our offerings or services other than Start.edu, including but not limited to any other software or service you may access at or through Technolutions or your educational institution. Your use of any other of our offerings or services will be subject to an additional terms of use and privacy policy, as applicable.

1. Using Start.edu

a. Who may access Start.edu. You may access Start.edu only if you are a Registrant. To apply, check the requirements in paragraphs b. or c. below depending upon where you live. We may approve or deny your application in our sole discretion.

We love when people use Start.edu but do have some limits on who may register.

b. Registrant requirements - United States. If you are located in the United States, you may apply to be a Registrant if: (i) your use of Start.edu would not violate any applicable law or regulation; and (ii) you are at least 18 years old or are between the ages of 13 and 17 and possess parental or guardian consent to use Start.edu and agree to these Terms.

*If you live in the United States, you must be at least 13 years old. If you are under 18, your parent/guardian **must** consent to you using Start.edu and agreeing to these terms.*

c. Registrant requirements - European Union. If you are located in the European Union, you may apply to be a Registrant if: (i) your use of Start.edu would not violate any applicable law or regulation; and (ii) you are at least 16 years old.

If you are in the European Union, you must be at least 16 years old to use Start.edu.

While Start.edu may be accessible via the internet

d. Use in other countries. Although Start.edu is accessible worldwide, it is not necessarily appropriate for use outside the United States. Start.edu and your registration are void where prohibited. If you choose to access Start.edu from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

from Albania to Zambia, it is not designed for use in all countries.

e. Account. Upon approval as a Registrant, and subject to these Terms and the Privacy Policy, we grant you permission and a limited, non-exclusive, non-transferable, and revocable license to use Start.edu.

You must follow the rules in this Terms of Use and the Privacy Policy when using Start.edu.

f. Registrant Obligations. When a Registrant creates an account with us, he or she must provide us with accurate and complete information and agree to not sell, transfer, license or assign the account, user name, or any account rights to any third party.

You must give us correct information during registration.

g. Availability. Start.edu may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

We may change, upgrade or end Start.edu at any time.

2. Content

a. Sharing Content. Anything that you make available on Start.edu is referred to as "Your Content." You retain all rights in, and are solely responsible for, Your Content. You are solely responsible for obtaining any and all consents or permissions to make available Your Content and have sole responsibility for complying with any and all laws regarding Your Content. Once you elect to share Your Content through Start.edu, it cannot always be withdrawn or returned to you.

You are responsible for what you share, and once it's shared, it cannot always be taken back.

b. How we can use Your Content. You grant Technolutions a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, and distribute Your Content on Start.edu for the purposes of operating, developing, providing, and using Start.edu. Nothing in these Terms shall restrict other legal rights Technolutions may have to Your Content. We reserve the right to remove or modify Your Content for any reason, including when we believe it violates these Terms or our Privacy Policy.

You own your content, but you give us permission to use it in order to provide Start.edu.

c. How long we keep Your Content. Except as set forth in the Privacy Policy, following termination or deactivation of your account, or if you remove any of Your Content from Start.edu, we may retain Your Content for a commercially reasonable period of time for backup, archival, or audit purposes. Furthermore, Technolutions may retain and continue to use, store, display, reproduce, modify, create derivative works, perform, and distribute any of Your Content that you have shared and that others have received and/or stored through Start.edu.

If you close your account or remove content, we may keep a copy of it for certain business purposes.

d. Feedback you provide. If you choose to submit comments, ideas or feedback to us, you agree that we are free to use them without any restriction or compensation to you. By accepting your submission, Technolutions does not waive any rights to use similar or related feedback previously known to Technolutions, or developed by its employees, or obtained from sources other than you.

We love feedback and your ideas, and if you submit a comment to us, we may use it however we want.

e. Technolutions Content. As between you and Technolutions, we own the "Technolutions Content," which includes but is not limited to visual interfaces, interactive features, graphics, design, compilation, including, but not limited to, our compilation of Your Content and other Technolutions Content, computer code, products, software, and all other elements and components of Start.edu excluding any third-party content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("IP Rights") associated with the Technolutions Content and Start.edu, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Technolutions Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to Start.edu and the Technolutions Content are retained by us.

voluntarily share information, including personal and

3. Privacy

a. General. Start.edu is a platform that permits Registrants to

We own what we developed and everything that makes up Start.edu.

Start.edu is a platform for sharing information. You are in full control of what (if

academic information. You are at all times in full control of what personal information, if any, is shared through Start.edu and which persons or entities receive such information.

b. Privacy Policy. Use of Start.edu is subject to the Privacy Policy that is incorporated into these Terms.

anything) you decide to share on Start.edu.

Use of Start.edu is also subject to our Privacy Policy.

4. Acceptable Use

Technolutions has established certain basic requirements for the use of Start.edu and we require you to adhere to them. The purpose of these requirements is to set forth how you may use Start.edu and certain behavior and actions that are prohibited. When using Start.edu, you are not allowed to share anything that:

You must comply with these rules when using Start.edu. These rules are our community standards and help keep Start.edu safe and enjoyable for all users.

- Is sexually explicit or pornographic, creates a genuine risk of physical injury or property damage, or promotes self-harm or drug abuse
- Attacks, bullies or harasses or includes hate speech
- Infringes anyone's intellectual property, privacy or other rights
- Is fraudulent or deceptive
- Contains any information or content that is illegal or knowingly false

Further, you are not allowed to:

- Share your log-in credentials (i.e. user name and password) with any third party;
- Provide access to Start.edu to third parties, such as by allowing third parties to view the information contained within Start.edu;
- Share information about an individual when you do not have authorization or permission to do so
- Access, tamper with or use non-public areas of Start.edu, our systems or our technical providers' systems
- Break or circumvent our security measures or otherwise test the vulnerability of our systems or networks
- Use any undocumented or unsupported method to access, search, scrape, download or change Start.edu or anything on it
- Try to reverse engineer any of our software
- Try to interfere with any other user or Registrant

- Do anything that violates applicable law or regulations
- Encourage or help anyone do any of the things on this list

5. Notification of Claims of Infringement

A copyright owner or an agent thereof who believes that content infringes upon such copyright owner's copyrights may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Technolutions' Copyright Agent (identified below) with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 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 and information reasonably sufficient to permit the Copyright Agent to locate the material;
- Information reasonably sufficient to permit the Copyright Agent to contact the owner or its agent, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that the owner has 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; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the copyright owner or its agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We take copyright law very seriously, and if you have a concern about what you see on Start.edu, please let us know.

Technolutions' designated Copyright Agent to receive notifications of claimed infringement is:

Technolutions, Inc.
 157 Church Street, 22nd Floor
 New Haven, CT 06510
 Phone: 203-404-4944
 Email: slate-agreements@technolutions.com

NOTE: If the owner or its agent fails to comply with all of the requirements of this section, the DMCA notice may not be valid.

6. Security

We care about the security of our Registrants. While we work to protect the security of your content and account, Technolutions cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

In this day and age, no application is 100% secure but we take reasonable measures to protect your content and your account.

7. Third-Party Links, Sites, and Services

Start.edu may contain links to third-party websites, services, offers, or other events or activities that are not owned or controlled by Technolutions. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any such third party website, service, or content, you do so at your own risk and you agree that Technolutions will have no liability arising from your use of or access to any third-party website, service, or content.

Sometimes, Start.edu may contain links to a website that is not ours - we don't endorse and are not responsible for those other websites.

8. Indemnity

You agree to indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities using Start.edu): (i) Your Content or your access to or use of Start.edu; (ii) your breach or alleged breach of these Terms or the Privacy Policy; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by Technolutions in the defense of any claim.

If we are sued because of something you have done, you have to pay our costs.

9. Disclaimers

Start.edu and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied. TECHNOLUTIONS SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Technolutions takes no responsibility and assumes no liability for Your Content or your use of it.

This is our disclaimer of liability for the quality, service, operation or reliability of Start.edu.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TECHNOLUTIONS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE START.EDU; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON START.EDU, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER REGISTRANTREGISTRANTS OR THIRD PARTIES; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL TECHNOLUTIONS' AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO START.EDU EXCEED ONE HUNDRED U.S. DOLLARS (U.S. \$100.00).

Our liability is limited to \$100.00 and we aren't liable for many costs or damages that you may incur.

11. Arbitration

For any dispute you have with Technolutions, you agree to first contact us and attempt to resolve the dispute with us informally. If Technolutions has not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. Unless you and Technolutions agree otherwise, the arbitration will be conducted in Connecticut. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, except as

If there is a dispute between you and us, we hope we can work it out. If not, the dispute will be resolved through this arbitration process.

otherwise required by AAA rules or applicable law. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to Start.edu.

12. Governing Law and Jurisdiction

These Terms shall be governed by the laws of the State of Connecticut, without respect to its conflict of laws principles. We each agree to submit to the personal jurisdiction of a state court located in New Haven County, Connecticut or the United States District Court for the District of Connecticut, for any actions not subject to Section 11 (Arbitration).

If we have a dispute, we will use Connecticut law and any lawsuits will be heard in Connecticut.

Start.edu is controlled and operated from the United States, and we make no representations regarding compliance with the laws of your jurisdiction.

13. How to Contact Us

If you have questions about these Terms, you can contact us by email at slate-agreements@technolutions.com.

Question? This is how you can contact us.

14. General Terms

a. Term and Termination. The Terms continue in effect until terminated by either you or us upon written notice to the other or your account is deactivated. Upon termination or deactivation, you continue to be bound by Sections 7 - 12 and 14 of these Terms and shall not have the right to continue to access or use Start.edu. We have no obligation to store or maintain Your Content after termination or deactivation.

Either of us can terminate these Terms at any time. If terminated, we have no obligation to store your content.

b. Notification Procedures and Changes to these Terms. Technolutions reserves the right to determine the form and means

of providing notifications to you, and you agree to receive

legal notices electronically if we so choose. We may revise these Terms

Start.edu may change and if so, we may change these Terms. If the change is

from time to time and the most current version will always be posted on Start.edu. If a revision, in our sole discretion, is material, we will notify you through a prominent notice on Start.edu. By continuing to access or use Start.edu after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, we ask that you discontinue using Start.edu.

important, we will let you know.

c. Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Technolutions without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Sections c through e contain important legal items about how to read these Terms.

d. Entire Agreement/Severability. These Terms, together with the Privacy Policy constitute the entire agreement between you and Technolutions concerning Start.edu. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

e. No Waiver. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Technolutions' failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.