



Terms of Services

ACCEPTANCE OF TERMS

Welcome to Education Galaxy, LLC. Education Galaxy provides its services to you, subject to the following conditions. When using particular Education Galaxy services, you and Education Galaxy shall be subject to any posted guidelines or rules applicable to such services. Education Galaxy may update these conditions from time to time without notice.

DESCRIPTION OF SERVICE

Education Galaxy provides users with access to online services that allow you to provide students with online assessments and track progress. Education Galaxy is an online service and requires an internet connection. Unless explicitly stated otherwise, any new features that augment or enhance the current services, including the release of new Education Galaxy services, shall be subject to the Terms of Service (TOS). You understand and agree that all services are provided "AS-IS" and that Education Galaxy assumes no responsibility for the timeliness, deletion, or mis-delivery.

YOUR REGISTRATION OBLIGATIONS

In order to register for an account with Education Galaxy, you must be a registered school teacher or school administrator. In consideration of your use of Education Galaxy's services, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Education Galaxy has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Education Galaxy has the right to suspend or terminate your account and refuse any and all current or future use of Education Galaxy's services (or any portion thereof).

ACCOUNTS MAY NOT BE SHARED

You understand that Education Galaxy accounts may not be shared. An Education Galaxy account may be used only by the single individual whose name appears in the Registration Data. If Education Galaxy has reasonable grounds to suspect that an additional person has been accessing your account, Education Galaxy has the right to suspend or terminate your account and refuse any and all current or future use of Education Galaxy's services.

CIPA COMPLIANCE

Education Galaxy programs are compliant with CIPA and support schools on their compliance. Education Galaxy online programs do not include links outside of Education Galaxy programs. Education Galaxy does not allow messaging or file sharing between students. See Education Galaxy's Privacy Policy for how student data and information is protected.

PRIVACY POLICY

Your privacy is the utmost importance to Education Galaxy. Please see our Privacy Policy document for specific details. Request a copy by emailing info@educationgalaxy.com.

MEMBER ACCOUNTS, PASSWORDS, AND SECURITY

When you use Education Galaxy, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. When you visit educationgalaxy.com or send e-mails to us, you are



Terms of Services

communicating with us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

MEMBER CONDUCT

You agree to not use Education Galaxy's services to:

1. harm minors in any way;
2. impersonate any person or entity, including, but not limited to, an Education Galaxy official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
3. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through Education Galaxy's services;
4. upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation that are designated for such purpose;
5. upload, post, e-mail, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
6. interfere with or disrupt Education Galaxy's services or servers or networks connected to Education Galaxy's services, or disobey any requirements, procedures, policies, or regulations of networks connected to Education Galaxy's services;
7. intentionally or unintentionally violate any applicable local, state, national, or international law, or any regulations having the force of law;
8. "stalk" or otherwise harass another; or
9. collect or store personal data about other users.

You acknowledge that Education Galaxy and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via Education Galaxy's services. Without limiting the foregoing, Education Galaxy and its designees shall have the right to remove any Content that violates the Terms of Service or is otherwise objectionable.

PUBLIC CONTENT POSTED TO EDUCATION GALAXY

You acknowledge and agree that Education Galaxy may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Service; (c) respond to claims that any Content violates the rights of third- parties; or (d) protect the rights, property, or personal safety of Education Galaxy, its users, and the public.

You understand that the technical processing and transmission of Education Galaxy's services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

INDEMNITY

You agree to indemnify and hold Education Galaxy, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post to, or transmit through Education Galaxy's services, your use of Education Galaxy's services, your connection to Education Galaxy's services, your violation of the Terms of Service, or your violation of any rights of another.



Terms of Services

NO RESALE OF SERVICE

You agree not to reproduce, duplicate, or copy any portion of Education Galaxy's services, use of Education Galaxy's services, or access to Education Galaxy's services.

GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Education Galaxy may establish general practices and limits concerning use of Education Galaxy's services, including without limitation posted content that will be retained by Education Galaxy's services, the maximum disk space that will be allotted on Education Galaxy's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access Education Galaxy's services in a given period of time. You agree that Education Galaxy has no responsibility or liability for the deletion or failure to store any data and other communications or other content maintained or transmitted by Education Galaxy's services. You acknowledge that Education Galaxy reserves the right to delete accounts that are inactive for an extended period of time. You further acknowledge that Education Galaxy reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

MODIFICATIONS TO SERVICE

Education Galaxy reserves the right at any time to modify or discontinue, temporarily or permanently, Education Galaxy's services (or any part thereof), with or without notice. You agree that Education Galaxy shall not be liable to you or to any third party for any modification, suspension, or discontinuance of Education Galaxy's services.

TERMINATION

You agree that Education Galaxy, in its sole discretion, may terminate your password, username, account (or any part thereof) or use of Education Galaxy's services, and remove and discard any data within Education Galaxy's services, for any reason, including, without limitation, for lack of use or if Education Galaxy believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Service. Education Galaxy may also in its sole discretion and at any time discontinue providing Education Galaxy's services, or any part thereof, with or without notice. You agree that any termination of your access to Education Galaxy's services under any provision of this TOS may be effected without prior notice, and acknowledge and agree that Education Galaxy may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or Education Galaxy's services. Further, you agree that Education Galaxy shall not be liable to you or any third party for any termination of your access to Education Galaxy's services.

EDUCATION GALAXY'S PROPRIETARY RIGHTS

You acknowledge and agree that Education Galaxy's services and any necessary software used in connection with Education Galaxy's services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through Education Galaxy's services is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY THIS SITE IS PROVIDED BY EDUCATIONGALAXY.COM ON AN "AS IS" AND "AS AVAILABLE" BASIS. EDUCATIONGALAXY.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.



Terms of Services

- EDUCATION GALAXY MAKES NO WARRANTY THAT (i) EDUCATION GALAXY'S SERVICES WILL MEET YOUR REQUIREMENTS, (ii) EDUCATION GALAXY'S SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF EDUCATION GALAXY'S SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH EDUCATION GALAXY'S SERVICES WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, EDUCATIONGALAXY.COM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EDUCATIONGALAXY.COM DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM EDUCATIONGALAXY.COM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT EDUCATION GALAXY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF EDUCATION GALAXY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE EDUCATION GALAXY'S SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM EDUCATION GALAXY'S SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON EDUCATION GALAXY'S SERVICES; OR (v) ANY OTHER MATTER RELATING TO EDUCATION GALAXY'S SERVICES.
- CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

NOTICE

Notices to you may be made via either e-mail or regular mail. Education Galaxy's services may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on Education Galaxy's services.

TRADEMARK INFORMATION

Education Galaxy, the Education Galaxy logo, and other Education Galaxy logos and product and service names are trademarks of Education Galaxy. Without Education Galaxy's prior permission, you agree not to display or use in any manner, the Education Galaxy Marks.

COPYRIGHTS AND COPYRIGHT AGENTS

Education Galaxy respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Education Galaxy with the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed upon;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and e-mail address;



Terms of Services

5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Education Galaxy's Copyright Department can be reached as follows:

Education Galaxy
2201 N Central Expy, Ste 121
Richardson TX, 75080

By e-mail: info@educationgalaxy.com

GENERAL INFORMATION

The TOS constitute the entire agreement between you and Education Galaxy and govern your use of Education Galaxy's services, superseding any prior agreements between you and Education Galaxy. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. The TOS and the relationship between you and Education Galaxy shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. You and Education Galaxy agree to submit to the personal and exclusive jurisdiction of the courts located within Dallas County, Texas. The failure of Education Galaxy to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Education Galaxy's services or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

VIOLATIONS

Report any violations of the Terms of Service to info@educationgalaxy.com.

CONTACT US

If you have a question regarding this statement, or if a question was not addressed in this document, you may contact support at info@educationgalaxy.com. We will do our best to answer your question promptly and accurately.

We are here to serve you.

Jeremy Verret
CEO and Founder

Education Galaxy, LLC