

Terms & Policies

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Terms of Service

Last Updated: May 5, 2016

These Terms of Service (“Terms“) govern your use of the free services, software and websites (the “Service“) provided by The Kendrick Group, LLC. (“Kendrick Group“) through Educationrate.com. Our [Privacy Policy](#) explains the way we collect and use your information and our [Acceptable Use Policy](#) outlines our expectations with respect to your behavior when using the Service. By using the Service you agree to be bound by these Terms, our Privacy Policy and our Acceptable Use Policy. If you’re using our Service on behalf of an organization or entity (“Organization“), then you are agreeing to these Terms on behalf of that Organization and you represent and warrant that you have the authority to bind the Organization to these Terms. In that case, “you” and “your” refers to that Organization. If you become a paid subscriber to Kendrick Group’s premium Service, then your use of the Service shall be governed by our [Subscriber Agreement](#).

Your Content

The Service allows you to upload information, text, files and other materials (together the “Content“) and to share that Content with others. You retain ownership of your Content, but by uploading it onto the Service, you are granting us a license to use, copy, reproduce, process, adapt, publish, transmit, host and display that Content for the purpose of (i) providing you the Service and associated support; and (ii) analyzing and improving the operation of the Service.

We reserve the right to remove Content on the Service that violates our Acceptable Use Policy or these Terms or that we otherwise reasonably believe may create liability for Kendrick Group.

Your Obligations

- You must provide accurate information when you create your Kendrick Group account.
- You are responsible for safeguarding the password and for all activities that occur under your account. You should notify Kendrick Group immediately if you become aware of any breach of security or unauthorized use of your account.
- You must comply with our Acceptable Use Policy at all times when using the Service.
- You may never use another user’s account without permission.

- You may not disassemble, decompile or reverse engineer the Service or attempt or assist anyone else to do so, unless such restriction is prohibited by law.
- Our Service is not intended for use by persons under the age of 18. By using the Service you are representing to us that you are over the age of 18.

Administrator Access to Your Content

When you sign up for our Service, you associate one or more email addresses with your account. If you use an email address provided to you by a third party entity of which you are a part (such as yourname@youremployer.com or yourname@nonprofit.org) (each an “Entity”) you hereby grant that Entity and its administrator(s) permission to access, use, download, export, disclose, share, restrict and/or remove Content that you have associated with the email address that includes their domain. You acknowledge and understand that an Entity may elect to utilize one or more third party applications in connection with their teams’ use of the Service and that, by associating Content with an email address that includes an Entity’s domain, you are granting permission to have such Content shared with such third party application(s). You also acknowledge and understand that an Entity may restrict or terminate your access to Content associated with the email address that includes their domain. **Please remember that you can associate more than one email address with your Kendrick Group account.**

Your Use of Third Party Applications

If you elect to utilize any third party application in connection with your use of the Service, by doing so you are consenting to your Content being shared with such third party application. To understand how such third party application provider utilizes your Content and other information, you should review their privacy policy.

Security

We will use industry standard technical and organizational security measures in connection with the storage, processing and transfer of your Content that are designed to protect the integrity of that Content and to guard against unauthorized or unlawful access to, use of, or processing of such Content.

Termination

You are free to stop using our Service at any time. We also reserve the right to suspend or end the Service at any time at our discretion and without notice. We may also terminate or suspend your access to the Service at any time if you are not complying with these Terms or our [Acceptable Use Policy](#) or if you are using the Service in a manner that we believe may cause us financial or legal liability.

Kendrick Group’s Intellectual Property Rights

The Service (excluding Content provided by users) constitutes Kendrick Group’s intellectual property and will remain the exclusive property of Kendrick Group and its licensors. Any

feedback, comments, or suggestions you may provide regarding the Service is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Copyright

Kendrick Group respects the intellectual property rights of others and we expect our users to do the same. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported.

Modifications to the Service

The Service may be modified from time to time, often without prior notice to you. Your continued use of the Service constitutes your acceptance of such modifications. If you are not satisfied with a modification we make to the Service, your sole remedy is to terminate your use of the Service.

Indemnification

You agree to defend, indemnify and hold harmless Kendrick Group and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from your use of and access to the Service or the Software, or from or in connection with any Content uploaded to the Service through your account by a third party using your account with your knowledge or consent.

No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. KENDRICK GROUP IS NOT RESPONSIBLE FOR ANY THIRD PARTY CONTENT THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE USE OF THE SERVICE OR FOR ANY DAMAGE OR LOSS OF DATA THAT MAY RESULT. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY APPLICATION OR SERVICE THAT PROVIDES ACCESS TO OUR SERVICE

The Service is controlled, operated and hosted from within the U.S. We make no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own risk and are responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL KENDRICK GROUP, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICE, WHETHER OR NOT KENDRICK GROUP HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. KENDRICK GROUP'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICE SHALL NOT EXCEED THE GREATER OF \$100 OR THE AMOUNTS PAID BY YOU TO KENDRICK GROUP IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM GIVING RISE TO SUCH LIABILITY.

Dispute Resolution

**Informal Efforts* - *You agree that prior to filing any claim against Kendrick Group relating to or arising out of these Terms you will first contact us at legal@educationrate.com to provide us with an effort to resolve the issue in an informal manner.

No Class Actions - ALL CLAIMS MUST BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT ALLOWED.

Judicial Forum - In the event that the agreement to arbitrate is found not to apply to your claim, then you and Kendrick Group agree that any judicial proceedings will be brought in the federal or state courts in Wilmington, DE and both parties consent to venue and personal jurisdiction there.

Governing Law

These Terms will be governed by the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Data Transfer

In connection with providing you the Service Kendrick Group may transfer, store and process your Content in the U.S. or in any other country in which Kendrick Group or its agents maintain facilities. By using the Service you consent to this transfer, processing and storage of your Content.

Entire Agreement; Severability; Waiver

These Terms constitute the entire agreement between you and Kendrick Group concerning the Service replace any prior or contemporaneous agreements, terms or conditions applicable to your use of the Service. If a provision of these Terms is found to be unenforceable, the remaining provisions of these Terms will remain in full force and effect and an enforceable term will be substituted reflecting as closely as possible our original intent. Kendrick Group's failure to enforce any provision of these Terms shall not be deemed a waiver of its right to do so later.

Assignment

These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment by you will be null and void.

Notices

We may provide you with legal notices and notices related to your account via email using the email address associated with your account. We may provide you with other marketing or business-related information, including information about Service updates or changes, via email.

For questions about these or any terms or policies, email us at legal@educationrate.com.