



Terms of Service

INTRODUCTION

Effective date: Nov 27, 2017

Thanks for using EET! We're glad you're here, but there are some rules you need to agree to before you use our websites and systems ("Systems"). When we use the word "Systems," we mean not only the eet.by website, but also all the other websites, products, systems and applications made available by EET (for example, the EET Android app available via the Android Marketplace, and the EET iPhone app available at the Apple App Store).

If you have any questions, comments, or concerns regarding these Terms of Service, please contact us at info@eet.by.

Please note that these Terms of Service are different than EET Subscription Contract.

These Terms of Service (the "Terms") are a binding contract between you and EET. You must agree and accept all of the Terms, or you don't have the right to use EET Systems. Your use of the Systems in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Systems.

Our Websites and Systems are constantly changing, to keep up with the dynamic needs of our users everywhere... So, these Terms might need to change, too. If they do change, we will do our best to tell you in advance by placing a notification on our websites, or we might send you an email. In certain situations (for example, where a change to the Terms is urgent and necessary to comply with legal requirements), we may not be able to give you advance notice. But any changes to the Privacy Policy will always be provided 30 days in advance.

If you don't like the new Terms, you are free to reject them - unfortunately, that means you won't be able to use our Systems anymore. If you use our Systems in any way after a change to the Terms is effective, then please remember that this means you agree to all of the Terms.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

EET takes the privacy of its users very seriously. For the entire current EET Privacy Policy, please visit "<https://eet.by/privacy>" but we've included some information below related to the Student's Online Privacy.

EET is required by law to obtain parental consent before we collect personally identifiable information online from students who are under 13. Therefore, we only collect personal information through the Systems from a child under 13 where that student's school, and/or teacher has agreed (via the terms described in the following paragraph) to obtain parental consent for that child to use the Systems and disclose personal information to us, or the use and benefit of the educational environment. If you are a student under 13, please do not send any personal information about yourself to us if your school, and/or teacher has not obtained this prior consent from your parent or guardian, and please do not send any personal information other than what we request from you in connection with the Systems. If we learn we have collected personal information from a student under 13 without parental consent being obtained by his or her school, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at privacy@eet.by

If you are a school administrator or a teacher, you represent and warrant that you are solely responsible for complying with these terms, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Systems. When obtaining consent, you must provide parents and guardians with our Privacy Policy; and you can find a sample parent permission slip in our website documentation. You must keep all consents on file and provide them to us if we request them.

If you are a teacher, you represent and warrant that you have permission and authorization from your school to use the Systems as part of your curriculum; you represent and warrant that you are entering into these Terms with your school.

BASICS OF USING EET

There is NO sign up for an account; you should be invited by your school administrator to use EET Systems by providing you a password and username ("EET User ID"). Your EET User ID may be selected for you only by your school administrator.

Also, if you are a school administrator, and your institute chose the white label feature; you may be permitted to register school personal "domain". You promise to provide us with accurate, complete, and updated registration documents about your school.

You can't select for your EET System domain ID a trade name that you don't have the rights to use or another school's name with the intent to impersonate that school, nor can you select an EET school personal domain name that you don't have the right to use.

You may not transfer your school account to any other school without our prior written permission.

For schools that started an EET subscription, EET will generate access codes for your school management, school administrators, or your school's data entry employees.



If you're agreeing to these Terms on behalf of an organization or entity (for example, if you're an administrator agreeing to these Terms on behalf of the institute you work in), you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms.

If your use of the Systems is prohibited by applicable local laws, then you aren't authorized to use the Systems. We can't and won't be responsible for you using the Systems in a way that breaks the law.

Also, your use of the Systems is subject to EET Brand Asset Policy, which outlines what you can and can't do with EET brand. Read the Brand Asset Policy carefully, available by visiting this link: <https://eet.by/brand>

INTELLECTUAL PROPERTY

1. The Contents:

The materials displayed or performed on the Systems (including, but not limited to, text, graphics, articles, photos, images, illustrations, User Submissions (defined below), and so forth) (the "Contents") Are protected by copyright and other intellectual property laws.

You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Systems, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Contents or... (ii) in a way that violates someone else's (including EET's) rights.

For example, if someone shares a really creative lesson plan with you on EET, that doesn't mean you can print it out and start distributing it to other people - unless the owner specifically told you in writing that you could.

If your organization uses our systems on subscriptions basis and/or uses EET White Labeled Systems. You understand that EET owns the Systems. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), creative derivative works based on, or otherwise exploit any of our Systems.

The Systems may allow you to copy or download certain Contents; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply.

2. Users Submissions:

Anything you post, upload, share, store, or otherwise provide through the Systems is your own data, referred in these terms as "User Submission. " Some User Submissions are viewable by other users. In order to display your User Submissions on the Systems, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions.

Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant EET a license to translate, modify (for technical purposes, for example making sure your content is viewable on your iPhone as well as your computer) and reproduce such User Submission, in each case to enable us to operate the Systems, as described in more detail below.

This is a license only - your ownership in User Submissions is not affected.

If you store a User Submission in your own personal EET account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), you grant EET the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole



purpose of displaying that Personal User Submission to you and providing you the Systems necessary to do so.

If you share a User Submission only within a Limited Access Group, or otherwise in a manner that only certain specified users can view (for example, a private message to one or more other users) (each, a "Limited Access User Submission"), then you grant EET the license above, as well as a license to display, perform, and distribute your Limited Access User Submission for the sole purpose of displaying that Limited Access User Submission to other members of that Limited Access Group (or to such specified users, as applicable) and providing you the Systems necessary to do so.

Also, you grant the other members of that Limited Access Group (or such specified users, as applicable) a license to access that Limited Access User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Systems.

For example, if you share a worksheet (that can be completed through the Systems) with students in your Limited Access Group, you grant your students the rights necessary to view that worksheet and fill it out, and return it to you.

If you share a User Submission in public on the Systems (For example: Institute News) or in a manner that more than just you or your Limited Access Group can view (a "Public User Submission"), then you grant EET the license above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of displaying that Public User Submission to all your organization's users and providing you the Systems necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with EET, Also, you grant all other users of the Systems a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Systems.

You agree that the licenses you grant are royalty-free, irrevocable, and worldwide, for as long as your User Submissions are stored with us.

If you delete your User Submissions, we will stop displaying them to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from EET's records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that EET, in performing the required technical steps to provide the Systems to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, Systems, or media.

3. DMCA:

You may have heard of the Digital Millennium Copyright Act ("DMCA"), as it relates to online service providers like EET removing material that they believe in good faith violates someone's copyright.

EET respects the intellectual property rights of others and expects you to do the same.

We reserve the right to:

- (1) block access to or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users and
- (2) remove and discontinue service to repeat offenders.



WHO IS RESPONSIBLE FOR WHAT I SEE AND DO ON THE SYSTEMS?

Any information or content publicly posted or privately transmitted through the Systems is the sole responsibility of the person from whom such content originated, and your access to such information and content is at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it.

We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Systems.

The Systems may contain, or a system user may direct you to websites containing, information you may find offensive or inappropriate; we can't control that, but please let us know if it happens and we'll try to remedy the situation.

We also can't guarantee the identity of any users with whom you interact in using the Systems and are not responsible for which users gain access to the Systems.

But that doesn't mean we don't take security seriously; students are only permitted to access the Systems within their Limited Access Groups, we require teachers, schools, and districts guard their Access Codes with the appropriate confidentiality,

We enable teachers with moderation tools for monitoring content within Limited Access Groups, and student accounts are not enabled to "browse" groups to join (a student is only permitted to view and join a group he or she has been given an Access Code to).

You are responsible for all Content you contribute, in any manner, to the Systems, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it.

You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Systems.

The Systems may contain links or connections to third party websites or Systems that are not owned, operated, or controlled by EET.

When you access third party websites or use third party Systems you accept that there are risks in doing so, and that EET is not responsible for such risks.

We encourage you to be aware when you leave the Systems and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

EET has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Systems.

In addition, EET will not and cannot monitor, verify, censor or edit the content of any third party site or service.

By using the Systems, you release and hold us harmless from any and all liability arising from your use of any third party website or service.



WILL EET EVER CHANGE THE SYSTEMS?

EET is a dynamic educational management tool, so the Systems will change over time.

We may change, suspend, or discontinue any part of the Systems, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Systems.

We'll try to give you notice when we make a material change to the Systems that would adversely affect you.

EET DESKTOP AND MOBILE APPLICATIONS

These Terms of service apply to your use of all EET Websites and Systems, including the iPhone and iPad applications available via the Apple, LLC. ("Apple") App Store, the Android mobile application available via the Google PlayStore and the Windows Desktop Application available for download on our website.

WARRANTY DISCLAIMER

EET does not make any representations or warranties concerning any content contained in or accessing through the Systems, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Systems.

All our Systems are provided "AS IS" and without any warranty of any kind from EET or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product).

THE SYSTEMS, CONTENTS, WEBSITES, AND ANY SOFTWARE ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL EET BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR:

(A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION,

OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO EET IN CONNECTION WITH THE SYSTEMS IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL.

INDEMNITY

You agree to indemnify and hold EET, its affiliates, officers, agents, employees, contractors, and partners harmless for and against any and all claims, liabilities, damages (actual and consequential), losses, and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Systems (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).



ASSIGNMENT

You may not assign, delegate, or transfer these Terms or your rights or obligations hereunder, or your Systems account, in any way (by operation of law or otherwise) without EET's prior written consent.

MISCELLANEOUS

You will be responsible for withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Systems.

The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder.

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.

You and EET agree that these Terms are the complete and exclusive statement of the mutual understanding between you, and EET, and that it supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms, and that all modifications to these Terms must be in a writing signed by both parties (except as otherwise provided herein).

No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind EET in any respect whatsoever.

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