



Terms of Service Last Updated: September 18, 2009

Please read this Terms of Service agreement before accessing our website or ordering our services.

This Agreement sets out the standards of use of the Communicate with CLASS online service for registered members and unregistered visitors. By using the Communicate with CLASS website, www.communicatewithclass.com, you (the "member or visitor") agree to these terms and conditions. If you do not agree, you should not use this website. We have the right to modify, alter, or update this agreement without prior notice. Changes will be effective immediately upon being posted at www.communicatewithclass.com. Use of the Service after amendments are posted constitutes your acknowledgement and acceptance of Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

Service Description

Communicate with CLASS is providing Members and Visitors with information and resources at www.communicatewithclass.com. Member or Visitor must provide all equipment necessary for their own Internet connection, including computer and modem, provide for access to the Internet, and pay any related fees.

Indemnification

Members and Visitors agree to indemnify and hold Communicate with CLASS, its website hosting company, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of use of the service, the violation of this agreement, or infringement by member or visitor, of any intellectual property or any other right of any person or entity.

Members

Membership may be required for certain transactions on this website. Those choosing to register on www.communicatewithclass.com website for forum or social networking purposes will receive a password and an account. Members are entirely responsible for any and all activities that occur under their account, whether authorized or not. Member agrees to notify Communicate with CLASS of any unauthorized use of member's account or any other breach of security known or should be known to the member. Member's right to use the service is personal to the member. Member agrees not to resell or make any commercial use of the Service without the express written consent of Communicate with CLASS.

Disclaimer of Warranties

The site is provided by Communicate with CLASS on both an "as is" and "as available" basis. Communicate with CLASS makes no representations or warranties of any kind, express or implied, regarding the use or the results of this website in terms of its correctness, accuracy,



reliability, or otherwise. Communicate with CLASS has no liability for any interruptions in the use of this website. Communicate with CLASS disclaims all warranties with regard to the information provided, including implied warranties of merchantability and fitness for a particular purpose, and non-infringement.

Liability Limitation

Communicate with CLASS is not liable for any damages whatsoever, and in particular Communicate with CLASS shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to this website or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Communicate with CLASS has been advised of the possibility of such damages.

Modifications and Interruption to Service

Communicate with CLASS reserves the right to modify or discontinue the Service. Communicate with CLASS shall not be liable should Communicate with CLASS exercise its right to modify or discontinue the Service. Visitors and members acknowledge and accept that Communicate with CLASS does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or affected by factors or circumstances outside of our control.

Compliance with Laws

Member and visitor both assume all knowledge of applicable law and are responsible for compliance with any such laws. Our service may not be used in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Member and visitor further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law or regulation.

Other Terms

If any provision of this Terms of Service Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially enforceable provision) shall not be affected and shall remain valid and enforceable. You agree that this agreement and any other agreements referenced herein may be assigned by Communicate with CLASS, in our sole discretion, to a third party in the event of a merger or acquisition. This agreement shall apply in addition to, and shall not be superseded by, any other agreement between us in relation to participation of a member. By accepting this agreement, members and visitors consent to www.communicatewithclass.com Privacy Policy.