

Terms of Use

By using the Interaction Builder, or any eLearning Brothers product or service (“Service”), you agree to the following terms and conditions (“Terms of Service”). eLearning Brothers reserves the right to update and change the Terms of Service from time to time without notice. You can review the most current Terms of Service at any time at: http://elearningbrothers.com/copyrights/eLI_Terms.pdf

Any new features, enhancements, new tools or new resources that augment the current Service, shall be subject to the Terms of Service. Continued use of the Service after any such change shall constitute your consent to such changes. Violation of any of the terms below will result in the termination of your account.

Service Level Agreement (SLA)

eLearning Brothers’ policy is to respond to all eLearning Brothers’ customer cases within 48 hours.

NOTE: “Hours” in this document refers to Open Business Hours. Our Open Business Hours are 9:00 a.m. to 5:00 p.m. Monday through Friday, Mountain Time (USA).

Overview

You are purchasing a non-exclusive limited license to use the Interaction Builder tool/software. Content produced using the tool/software (SWFs) may be freely distributed royalty-free as long as it does not violate the terms of this agreement.

Use of Services by You

- You must provide your legal full name, a valid email address, and any other information required by eLearning Brothers in order to complete the signup process.
- You must be at least 17 years of age to use this Service.
- Accounts registered by “bots” or other automated methods are not permitted.
- Though highly unlikely, eLearning Brothers reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service or any part thereof, with 30 days notice. You agree that eLearning Brothers shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. Any unexpended or unearned subscription fees paid by the customer at the time of cancellation shall be refunded immediately upon termination or discontinuance.
- Technical support is provided at no charge to paying accounts. It may not be provided to accounts in the free trial stage, at eLearning Brothers’ discretion.
- You may not sub-license, assign, or transfer this license to anyone else without prior written consent from eLearning Brothers.

Payment, Upgrading, Downgrading Terms

- All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
- For any upgrade or downgrade in plan level, the credit card that you provided will be automatically charged the new rate on your next billing cycle.
- Downgrading your Service may cause the loss of content, features, or capacity of your Account. eLearning Brothers does not accept any liability for such loss.

- You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

Renewals

Monthly and annual renewals will automatically be billed to the credit card on file. If you desire to terminate your service, then you must send an email to support@eLearningBrothers.com. (Refer to the section, “Cancellation and Termination” for more information.

If the credit card on file is no longer valid eLearning Brothers will attempt to contact the contact person on the user account. If the service is not paid for within 5 business days of the renewal date the service/account will be suspended until payment is made.

Cancellation and Termination

You are solely responsible for properly canceling your account. To cancel your account, send an email to support@eLearningBrothers.com.

Your saved content will be saved for 3 months and will then be deleted. This information cannot be recovered once your content is deleted. You are solely responsible for maintaining adequate back-up copies of your content outside the Service.

You agree that eLearning Brothers has no responsibility or liability for the deletion or failure to store any content maintained or transmitted by the Service, or to provide any particular type or amount or quality of storage.

If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again. **No credits are given for unused days in a monthly plan or months unused in an annual plan.**

eLearning Brothers, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other eLearning Brothers service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your Account. Provided that eLearning Brothers may not terminate this agreement without 30 days prior written notice to the customer and upon termination eLearning Brothers shall refund any unearned subscription fees paid by the customer.

In the event of Service termination or cancellation, provisions of these Terms of Service related to the following shall survive: Indemnity, Privacy, Proprietary Rights, Appropriate Content, Exclusion of Warranties and Limitation of Liability.

For the protection and safety of all of our customers, eLearning Brothers reserves the right to refuse service to anyone for any reason at any time, with or without notice.

Login

- If you purchase a “single user” license your login may only be used by one person – a single login shared by multiple people is not permitted.
- If you purchase a “multi user” license then you are allowed to share the login with up to the limit users licenses that you purchased. For example, if you purchased a 2-5 User license then you could share the login with up to 5 users.

Terms of Account Security and Legal Activities

- Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.
- You are responsible for maintaining the security of your account and password. eLearning Brothers cannot and will not be liable for any loss or damage from your failure to provide eLearning Brothers with accurate information or to comply with security obligations.
- You agree to immediately notify eLearning Brothers of any unauthorized use of your password or account, or any other breach of security.
- You are responsible for your own conduct. You are also responsible for all content posted and activity that occurs under your account, even when content is posted by others who have accounts under your account.
- You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws, trademark laws, patent laws, other intellectual property or industrial property laws, privacy laws, data export laws, and laws regarding libel and defamation).
- You agree not to engage in any activity that interferes with or disrupts the Service, or the servers and networks connected with the Service.
- You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service without the express prior written permission of eLearning Brothers.
- You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, eLearning Brothers, or any other eLearning Brothers service. You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages.
- You must not transmit any worms or viruses or any code of a destructive nature.
- If your bandwidth usage significantly exceeds the average bandwidth usage (as determined solely by eLearning Brothers) of other eLearning Brothers customers on your same account level, we reserve the right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption.
- Verbal, physical, written or other abuse (including threats of abuse or retribution) of any eLearning Brothers customer, employee, member, or officer will result in immediate account termination.

Indemnity

You agree to hold harmless and indemnify eLearning Brothers, and its subsidiaries, affiliates, officers, agents, and employees, advertisers or partners, from and against any third party claim arising from or in any way related to your use of the Service, violation of these Terms of Service or any other actions connected with use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. eLearning Brothers will provide you with written notice of such claim, suit or action.

Privacy

eLearning Brothers respects the confidential and proprietary nature of content uploaded to your account. Even so, by using the Service, you acknowledge and agree that eLearning Brothers may access, preserve, and disclose your account information and any content associated with that account if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce these Terms of Service, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against imminent harm to the rights, property or

safety of eLearning Brothers, its users or the public as required or permitted by law. Provided that eLearning Brothers shall provide notice of any disclosure to the customer and provided further that nothing in this Agreement shall be construed as authorizing eLearning Brothers to disclose any proprietary information belonging to the customer to any third party for any reason. In the event any government agency demands that eLearning Brothers disclose such information, eLearning Brothers shall immediately provide notice to the customer of such demand and the customer shall keep eLearning Brothers advised of any steps the customer takes in connection with such demand. Nothing herein shall be construed as preventing eLearning Brothers from complying with any lawful government order demanding the disclosure of such information. You understand that the technical processing and transmission of the Service, 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.

Changes to Service and Pricing

Although eLearning Brothers endeavors to maintain its prices indefinitely once a subscriber becomes a paying customer, eLearning Brothers reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. Notwithstanding the foregoing, eLearning Brothers will endeavor to provide the customer with 30 days notice of any changes and the customer shall have the right to cancel the Service and receive a full refund of any unexpended subscription fees.

Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the eLearning Brothers Site (<http://www.elearningbrothers.com>) or the Service itself.

eLearning Brothers shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

When a price change is made by eLearning Brothers, you can continue using the service through the end of your paid subscription period without paying any additional fees. Once your paid subscription period has passed, you will be charged the new price for the next period.

Proprietary Rights

We claim no intellectual property rights over the material you provide through the Service. Your profile and materials uploaded remain yours. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any content you submit, post or display on or through the Service and you are responsible for protecting those rights, as appropriate.

You must not remove, obscure, or alter any proprietary rights notices (including for example copyright and trade mark notices) which may be affixed to or contained within the Service.

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties. You further acknowledge and agree that content presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by eLearning Brothers or other proper third party rights holders, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service, content accessed through the Service, or the Software, in whole or in part. Subject to the Terms of Service, eLearning Brothers grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or

otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software, unless such activity is expressly permitted or required by law. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service.

You agree not to access the Service by any means other than through the interface that is provided by eLearning Brothers for use in accessing the Service.

Your use of any Software provided by eLearning Brothers will be governed by these Terms of Service and any additional terms and conditions of the end user license agreement accompanying such Software. eLearning Brothers may automatically check your version of the Software and may automatically download upgrades to the Software to update, enhance and further develop the Service, including providing bug fixes, patches, enhanced functions, missing plug-ins and new versions.

Aspects of the Service are copyrighted ©2009-2010 by eLearning Brothers, LLC. All rights reserved. It is eLearning Brothers' policy to respond to notices of alleged infringement that comply with the United States' Digital Millennium Copyright Act or other applicable law. To learn more or to submit a notice, please contact eLearning Brothers on the website www.eLearningBrothers.com.

Appropriate Content

We may, but have no obligation to, remove, refuse, move, or otherwise dispose of content and accounts containing content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

While eLearning Brothers prohibits certain conduct and content on the Service, you understand and agree that eLearning Brothers cannot be responsible for the content posted on the Service and you may be exposed to materials, which you consider offensive or objectionable. You agree to use the Service at your own risk.

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because eLearning Brothers has no control over such sites and resources, you acknowledge and agree that eLearning Brothers is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that eLearning Brothers shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

eLearning Brothers acknowledges the customer's ownership of all content and any modifications to any software used in its eLearning courses. Content produced using the software (SWFs) may be freely distributed royalty-free.

Exclusion of Warranties and Limitation of Liability

You understand that eLearning Brothers uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service. ELEARING BROTHERS DOES NOT WARRANT THAT (I) THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE

SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ELEARNING BROTHERS 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 ELEARNING BROTHERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (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 THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (V) OR ANY OTHER MATTER RELATING TO THE SERVICE.

NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIABILITY LIMITATIONS AND WARRANTY EXCLUSIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

General Conditions

Entire Agreement. The Terms of Service (including any policies, guidelines or amendments that may be presented to your form time to time) constitute the entire agreement between you and eLearning Brothers and govern your use of the Service, superseding any prior agreements between you and eLearning Brothers for the use of the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other services, third-party content or third-party software.

Choice of Law and Forum. The Terms of Service and the relationship between you and eLearning Brothers shall be governed by the laws of the State of Utah without regard to its conflict of law provisions. You and eLearning Brothers agree to submit to the personal and exclusive jurisdiction of the courts located within or nearest to Utah County, Utah.

Waiver and Severability of Terms. The failure of eLearning Brothers to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service 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 Terms of Service remain in full force and effect.

Statute of Limitations. 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 the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

No Third Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms of Service, there shall be no third party beneficiaries to the Terms of Service.

Notices. You agree that eLearning Brothers may provide you with notices, including those regarding changes to the Terms of Service, by email, regular mail, or postings on the Service. Your notices to

eLearning Brothers must be sent by an email, which is acknowledged by a reply from eLearning Brothers, or by a courier service which provides delivery confirmation.

Assignment. eLearning Brothers may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other party. Any attempt by you to do so is void. Instead, you may cancel your access to the Service. The other party may then establish a Service account and enter into a contract with eLearning Brothers.

Miscellaneous. The section headings in the Terms of Service are for convenience only and have no legal or contractual effect. Questions about the Terms of Service should be sent to andrew at eLearning Brothers dot com.