

Website Terms of Service

Last Update: October 17, 2023

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SITE. This is a legally binding agreement between you, the individual user (“you” and “your”), and Eduvision, Inc., which does business under the name Texas County Technical College, and its subsidiaries and affiliates (“TCTC,” “the College,” “we,” “us” and “our”), regarding your access to and use of our website (www.texascountytech.edu), our other technology platform(s), or any of our related websites, applications, services, and mobile applications (including any associated content, and any customizations made to those websites, platforms, and applications) (collectively, the “Site”). Your use of the Site means that you have read, understand, and agree to these Terms of Use (the “Terms of Use”).

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU MUST NOT USE OR MUST STOP USING THE SITE IMMEDIATELY.

These Terms of Use cover the following:

1. Your Obligations
2. Prohibited Uses
3. Privacy Policy and Security
4. Third Party Content
5. Indemnification
6. Disclaimer of Warranty, Limitations of Liability, and Class Action Waiver
7. Proprietary Rights
8. User Communications
9. Term and Termination
10. Changes to These Terms of Use
11. Governing Law and Jurisdiction
12. Other Terms
13. Contact Information

Your Obligations

- As a condition of your use of the Site, you understand and agree to all of the following:
- You are an adult who is at least 18 years of age;
- You have the legal capacity to enter into a binding legal obligation;
- If you are using the Site on behalf of someone else or an entity, you have the legal authority to accept these Terms of Use on their behalf;
- You will use the Site in accordance with these Terms of Use and in compliance with any applicable local, state, national, or international law;
- All the information you provide to the Site is at all times true, accurate, current, and complete;
- You must treat your username and password or any other piece of information provided as part of our security procedures (collectively, "Security Information") as confidential. You must not disclose it to any other person or entity. You are solely responsible for maintaining the confidentiality of your Security Information, and you are solely responsible for all uses of your Security Information and for access to your account, whether or not authorized by you; and
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- **You will notify us immediately of any unauthorized access to or use of your Security Information or any other breach of security.**

In accordance with the federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under 13 years of age without the consent of their educational institution or the child's parent or guardian.

Prohibited Uses

You may use the Site only for its lawfully intended purposes and as provided in these Terms of Use. You agree not to:

- Use the Site for any illegal, unethical, abusive, offensive, harassing, or unsolicited purpose;
- Sell, resell, rent, or lease the Site, use the Site beyond its intended purposes, reverse engineer the Site, or decode or otherwise attempt to derive or gain access to the software code of the Site or any portion of the Site;
- Use the Site to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights (including without limitation any privacy rights);
- Use the Site in any way that is damaging to the Site or interferes with or disrupts the integrity or performance of the Site;
- Misrepresent your identity, provide false information, impersonate another person or entity, or misrepresent your relationship with a person or entity or attempt to use another person's account;
- Attempt to gain unauthorized access to the Site;
- Remove or modify any proprietary marking or restrictive legends in the Site;
- Upload, post, reproduce, or distribute any content protected by a third party's copyright or other proprietary right without first obtaining permission from the owner. Any content subject to copyright or other proprietary right must contain the appropriate copyright or other proprietary rights notice. Unauthorized submission or distribution of materials subject to copyright or other proprietary rights is illegal, and could subject you to personal liability or even criminal prosecution;
- Engage in any data monitoring, data mining, data harvesting, data extraction, or any other similar activity in relation to the Site or while using the Site;
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful, or to attack

the Site via a denial-of-service attack or a distributed denial-of-service attack;

- Access the Site to build any competitive product or service, or to copy any material on the Site for competitive purposes;
- Use the Site to violate Texas County Technical College's academic policies or codes of conduct; or
- Assist a third party in engaging in any of these prohibited activities.

Privacy Policy and Security

Please read our [Privacy Policy](#) to review how information about you is collected, stored, used, shared, and kept secure. The [Privacy Policy](#) (and any subsequent amendments) is incorporated by reference into these Terms of Use. By agreeing to these Terms of Use and/or by using the Site, you are also agreeing to the [Privacy Policy](#) and consent to all actions taken by us with respect to your information as provided for in the [Privacy Policy](#).

Third Party Content

The Site may contain content, products, or links to services offered by third parties. We do not endorse any websites that are linked to the Site. Texas County Technical College takes no responsibility for any content, products, or services offered by a third party, including their accuracy, completeness, quality, or any other aspect, and you agree that we will not be held liable for any damage or loss caused by a third party. Your access to and use of certain third party content, products, or services available to you through the Site may require you to accept additional terms of use for such third party content, products, or services ("Third Party Terms"). Your decision to not accept Third Party Terms may restrict you from accessing such third party content, products, or services and/or using certain of the Site's features and

functionality. Any violation of any Third Party Terms also is a violation of these Terms of Use.

Indemnification

You agree to defend, indemnify, and hold harmless Texas County Technical College (including its affiliates and subsidiaries) and its members, shareholders, officers, directors, managers, representatives, employees, contractors, agents, business partners, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees and expert witness fees) arising out of or in any way connected with:

- Your violation of these Terms of Use or any other document referenced in these Terms of Use;
- Your use of the Site; and
- The use of the Site by another person accessing your account and/or Security Information.

This section will survive the termination of these Terms of Use.

DISCLAIMER OF WARRANTY, LIMITATIONS OF LIABILITY AND CLASS ACTION WAIVER

DISCLAIMER OF WARRANTY: TEXAS COUNTY TECHNICAL COLLEGE DOES NOT GUARANTEE THAT INFORMATION ON THE SITE OR MADE AVAILABLE THROUGH THE SITE WILL BE ACCURATE, COMPLETE, TIMELY, ERROR-FREE, SECURE, OR WITHOUT INTERRUPTIONS. YOU UNDERSTAND AND AGREE THAT THE SITE, AND ALL THIRD PARTY INFORMATION ON OR ACCESSED THROUGH THE SITE ARE PROVIDED "AS IS," WITH ALL FAULTS. TEXAS COUNTY TECHNICAL COLLEGE MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE SITE OR THE MATERIALS

CONTAINED ON OR MADE AVAILABLE THROUGH THE SITE. TEXAS COUNTY TECHNICAL COLLEGE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, AND TEXAS COUNTY TECHNICAL COLLEGE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

LIMITATIONS OF LIABILITY: YOU UNDERSTAND AND AGREE THAT TEXAS COUNTY TECHNICAL COLLEGE (INCLUDING ITS AFFILIATES AND SUBSIDIARIES), ITS MEMBERS, SHAREHOLDERS, MANAGERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, EMPLOYEES, CONTRACTORS, BUSINESS PARTNERS, SUCCESSORS, AND ASSIGNS WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUES OR LOST PROFITS), PUNITIVE, OR EXEMPLARY DAMAGES, OR SPECIAL LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH (1) YOUR USE OF OR INABILITY TO USE THE SITE (INCLUDING YOUR USE OF ANY CONTENT, INFORMATION, OR MATERIALS ACCESSED BY YOU THROUGH THE SITE); (2) THE USE OF THE SITE BY ANOTHER PERSON ACCESSING YOUR ACCOUNT AND/OR SECURITY INFORMATION; OR (3) YOUR VIOLATION OF THESE TERMS OF USE.

TEXAS COUNTY TECHNICAL COLLEGE FURTHER DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE SITE, INCLUDING WITHOUT LIMITATION, HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE PROPERTIES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TEXAS COUNTY TECHNICAL COLLEGE (INCLUDING ITS AFFILIATES AND SUBSIDIARIES), ITS MEMBERS, SHAREHOLDERS, MANAGERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, EMPLOYEES, CONTRACTORS, PARTNERS, SUCCESSIONS, AND ASSIGNS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF OR INABILITY TO USE THE SITE FOR DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED \$1,000.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES, LIABILITY, CAUSES OF ACTION, OR CLAIMS ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES, LIABILITY, CAUSES OF ACTION, OR CLAIMS WERE FORESEEABLE OR TEXAS COUNTY TECHNICAL COLLEGE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LIABILITY, CAUSES OF ACTION, OR CLAIMS.

CLASS ACTION WAIVER: YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED IN ACCORDANCE WITH THESE TERMS OF USE AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION LAWSUIT, OR CLASS OR COLLECTIVE ARBITRATION.

If applicable law does not allow for any disclaimer, limitation of liability, or waiver (or any portion thereof) as set forth in these Terms of Use, the disclaimer, limitation, or waiver will be deemed modified solely to the extent necessary to comply with applicable law.

This section will survive the termination of these Terms of Use.

Proprietary Rights

All of the content on the Site is owned by us or our licensors or other third party service providers and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties (collectively, "Site Content"). You acknowledge that the Site and any underlying technology or software used in connection with the Site contains proprietary information.

We give you permission to download a copy of any information or application we make available to you for download to your computer or mobile device, solely for your use and subject to any applicable end user licensing agreements for such applications. We also give you permission to use Site Content for personal, non-commercial purposes only. We do not waive or transfer any intellectual property rights to you by virtue of your permitted use of the Site or of Site Content. You may print, download, and store information from the Site for your own convenience, but you may not copy, distribute, republish (except as permitted in this paragraph), sell, or exploit any of the Site Content, or exploit the Site (in whole or in part) for any commercial gain or commercial purpose. Except as expressly provided in these Terms of Use, neither Texas County Technical College nor its licensors nor other third party service providers grant you any express or implied rights, and all rights in the Site and to Site Content not expressly granted by us to you are retained by Texas County Technical College or the appropriate Site Content owner.

Our name, Texas County Technical College, and the Texas County Technical College logo, and all related names, logos, product and service names, designs, and slogans (including those of our subsidiaries and affiliates) are trademarks, service marks, and trade names of Texas County Technical College or its subsidiaries, affiliates, or licensors. You must not use such marks without the prior written permission of Texas County Technical College. All other names, logos, product and service names, designs, and slogans on this Site are the property of their respective owners.

We respect the intellectual property rights of others, and require that the people who use our Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: Texas County Technical College, 6915 S. Highway 63, Houston, MO 65483. Notices of the claimed infringement should include the following information: (a) your address, telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) 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; (e) an electronic or physical signature of the person

authorized to act on behalf of the owner of the copyright interest; and (f) 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.

User Communications

YOUR EXPRESS CONSENT TO COMMUNICATIONS. By providing us with your contact information and using the Site, you acknowledge and agree that Texas County Technical College, and other individuals and entities connected to the Site (such as instructors or third-party facilities where you are engaged in a clinical placement or externship), may contact you at any of the contact information you provide to us (or them) or that is associated with your account (including mobile phone numbers) for any reason, including (but not limited to) sending you notices, communications, reminders, and information to you about these Terms of Use, the Site, and for marketing purposes, and in response to any inquiries that you make to Texas County Technical College, or submissions that you may send to Texas County Technical College or other individuals and entities connected to the Site. You acknowledge and agree to be contacted by any means, including through the Site, by email, telephone, or text message on your device, and through use of an automatic telephone dialing system and/or an artificial or prerecorded voice message system. Message and data rates charged by your wireless carrier company may apply. We are not responsible for any data transmission fees. You may receive multiple messages per day and you authorize the delivery of detailed messages to the contact information associated with you. These communications may not be secure and not encrypted. Unsecured communications pose a risk to the confidentiality and privacy of the information being sent because they are susceptible to possible interception by a third party.

Your consent to receive automated text messages and calls is voluntary, and is not a condition to your use of the Site. You can opt out at any time from receiving texts and calls by updating your messaging preferences, using the link provided for that purpose.

Electronic documents. 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 and/or signed. You waive any right to raise any defense or waiver based upon execution of these Terms of Use by electronic means or maintenance of these Terms of Use electronically.

Term and Termination

These Terms of Use are effective immediately and will remain in full force and effect while you use the Site. Your request to use the Site (or any portion thereof) is not guaranteed. Texas County Technical College may deny you access to the Site (or any portion thereof) without notice for any reason or no reason, including, but not limited to:

- Any unauthorized access or use of the Site;
- Any violation of these Terms of Use;

Tampering with or alteration of any of the software or data files contained in, or accessed through, the Site;

If Texas County Technical College determines in its sole discretion that you have used or are using the Site for any fraudulent, illegal, or improper purpose, including if you are engaged in suspicious activity or Texas County Technical College determines that your continued use of the Site would cause Texas County Technical College to violate any applicable law or would place Texas County Technical College at material risk of suffering any sanction, penalty, liability, or adverse publicity; or

If your actions or omissions create an immediate threat or may cause material harm to any person or organization.

Changes to These Terms of Use

You should look at these Terms of Use on a regular basis. We may change these Terms of Use at any time and for any reason. Changes to these Terms of Use will be posted on the Site. Unless otherwise specified by us, all changes will be effective upon being posted. The “Last Updated” date is posted at the top of these Terms of Use. You agree to any changes to these Terms of Use by using the Site after the changes become effective. If you do not agree to the changes, you must stop using the Site.

Governing Law and Jurisdiction

These Terms of Use will be exclusively governed by, and construed in accordance with, the laws of the State of Missouri (without giving effect to its conflict of laws principles). Disputes will exclusively take place in Texas County, Missouri, and the parties irrevocably waive any objection to such venue.

We control and operate the Site from our offices in the United States of America. We do not represent that materials on our Site are appropriate or available for use in other locations. Persons who choose to access our Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Other Terms

Entire Agreement. These Terms of Use (including legal notices and disclaimers contained on the Site) and any other written agreement you enter into with us regarding the Site, constitute the entire agreement between Texas County Technical College and you in relation to your use of the Site, and supersede all prior agreements and understandings with respect to the Site. You agree that you have not relied on any promises or representations by us except as set forth in these Terms of Use and any other written agreement you enter into with us regarding the Site.

Severability. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

Assignment. Texas County Technical College is permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms of Use without any notification or consent required. You are not permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms of Use.

Waiver. No waiver by Texas County Technical College of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Texas County Technical College to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Survival. Rights and obligations which by their nature should survive, will remain in full force and effect following termination or expiration of these Terms of Use, including all clauses regarding indemnification, disclaimers of warranties, limitations of liabilities, and indemnification.

Contact Information

If you have questions about these Terms of Use, you may contact us using the following information: (800) 835-1130 or info@texascountytech.edu or Texas County Technical College, 6915 S. Highway 63, Houston, MO, 65483