



Welcome to Cyber Civics! The following Terms and Conditions ("**Terms**") govern your use as a subscriber ("**Subscriber**") of the Cyber Civics curriculum and related services ("**Program**"). By accessing or using the Program, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Services.

Terms and Conditions

CYBER CIVICS is a LLC established in the state of California. The primary business office address is 520 E. Avenida Pico, Unit 3124, San Clemente, CA 92674-9998.

Whereas:

- CYBER CIVICS is the owner of curriculum(s) and support materials (the "**Curriculum(s)**"), developed and maintained by CYBER CIVICS and used, in whole or in part, by the Subscriber as the basis of instruction for program(s) (the "**Program(s)**") offered by the Subscriber (and the term Program(s) when used in this Agreement means a Program which uses the Curriculum(s));
- The Program may consist of, without limitation, lesson plans, slides, videos, parent letters, teacher guides, student worksheets, ongoing support, and more, any and all of which is continually updated, changed, improved, and further developed by CYBER CIVICS in its sole discretion. The Subscriber is, in part, a supplier of educational services and offers the Program(s) to its enrolled students at one or more branches or locations; and
- The Subscriber desires to enter into an agreement with CYBER CIVICS to use the Curriculum(s) under the terms and conditions that follow.



1. License:

Subject to the terms and conditions herein, CYBER CIVICS hereby grants the Subscriber, for and during the agreed Term, a non-exclusive, non-transferrable right and license to use the Curriculum(s) in connection with the instruction and delivery of the Program(s) by the Subscriber (the “**License**”) only at the location designated by the Subscriber. The license granted does not permit the Subscriber to, and the Subscriber will not:

- license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the Program available to any third party in any way.

2. Term

The term (the “**Term**”) is generally a period of twelve (12) months, commencing on initial subscription date (when payment or a P.O. is received by CYBER CIVICS). The Term may vary per Subscriber, depending upon date of enrollment, and is agreed upon by both parties at that time.

3. Renewal

The Subscriber acknowledges and confirms that it has the option to renew its subscription annually, at the annual renewal rate set forth at the time of enrollment.

By renewing, the Subscriber gains access to updated Program materials. In addition to ongoing Program updates, CYBER CIVICS updates and uploads new Program materials and makes them available to Subscribers every calendar year on August 1.

The Subscriber acknowledges that:



- they must renew annually by August 1 in order to gain access to new Program materials.
- access to the Program will be suspended if the Subscriber does not renew (or promise to renew) by August 1.
- it is a violation of these Terms and Conditions for a Subscriber to use any of the Program materials, or to represent that it is using or delivering the Program, without renewing.

4. Intellectual Property:

All intellectual property rights in the Program, including but not limited to the lesson plans, and related materials, are owned by CYBER CIVICS or its licensors.

5. User Accounts:

Users (the "Users"), or individual instructors of the subscribing entities, are required to create accounts in order to access the Program. Users are responsible for creating and maintaining the security of their account credentials.

6. Prohibited Activities:

The Subscriber (and its Users) may not reproduce, distribute, modify, create derivative works of, prepublish, download, or transmit any of the content in the Program beyond the subscribed entities.



The Subscriber (and its Users) may not use the Program in any manner that could damage, disable, overburden, or impair the Program.

7. User Conduct:

Users are prohibited from engaging in any behavior or actions that could harm others or the integrity of the Program, including but not limited to harassment, discrimination, or sharing unauthorized access to non-Subscribers.

8. Privacy:

CYBER CIVICS respects Subscriber and User privacy and is committed to protecting personal information. Please review our Privacy Policy to understand how we collect, use, and disclose information.

9. Termination:

CYBER CIVICS reserves the right to suspend or terminate access to the Program at any time without prior notice if a Subscriber violates these Terms.

10. Modifications:

CYBER CIVICS may revise these Terms from time to time. The most current version will always be available on our website. By continuing to use the Program after any revisions become effective, you agree to be bound by the revised Terms.

11. Disclaimer of Warranties:



The Program is provided on an "as is" and "as available" basis without warranties of any kind. CYBER CIVICS makes no warranties or representations about the accuracy or completeness of the content in the Program.

12. Limitation of Liability:

To the fullest extent permitted by law, CYBER CIVICS shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the Program; (b) any conduct or content of any third party on the Program site.

13. Indemnification:

You agree to indemnify and hold CYBER CIVICS harmless from any claims, damages, losses, or liabilities arising from your use of the services or violation of the terms.

14. Governing Law:

These Terms shall be governed by and construed in accordance with the laws of The United States of America, without regard to its conflict of law provisions.

Contact Us:

If you have any questions about these Terms, please contact us at

support@cybercivics.com

By using the CYBER CIVICS Program and related services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy.