

EducatorsHandbook.com, LLC Terms of Service

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4. EDUCATORSHANDBOOK.COM, LLC PRIVACY POLICY

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You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify EducatorsHandbook.com, LLC of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. EducatorsHandbook.com, LLC cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT EDUCATORSHANDBOOK.COM, LLC SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF EDUCATORSHANDBOOK.COM, LLC 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; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 16 AND 17 MAY NOT APPLY TO YOU.

19. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this Agreement.

20. NOTICE

EducatorsHandbook.com, LLC may provide you with notices, including those regarding changes to the TOS, by either email, regular mail, or postings on the Service.

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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 TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

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Please report any violations of the TOS to our Support staff.