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Please read the entire Terms as all of the provisions apply to your use of this Site:

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For clarification purposes, You and Your User are solely responsible for indicating whether or not a Submission is a Public Submission and therefore available and discoverable by other Users through the SoftChalk shared repository. You and/or Your User may at any time change the Submission from Public to non-Public. If modified from Public to non-Public then the Submission is removed from the repository. Furthermore, You or Your User also can permanently delete Your Submissions. However, SoftChalk is not responsible for Submissions that were made Public at any time.

By placing Public Submissions on the Site, you warrant and represent that you own or otherwise control all the rights to your Submissions as described in these Terms including, without limitation, all the rights necessary for you to provide, upload, or submit the Submission. You shall not contribute or edit any Submission, unless:

- You have the legal right to submit your Submissions, which includes, without limitation, that you are the author or licensee of any copyrighted content that you provide, and that you are legally permitted to contribute it in accordance with a license or arrangements with your employer or third parties for use consistent with the manner the Submissions will be used as permitted under these Terms;
- Where the Submissions are photographs, images, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that each person depicted in such Images, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the Images as set forth in these Terms, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images; and

- You believe that it is correct, non-offensive, and legal and does not infringe any third party rights (including, without limitation, under anti-defamation laws). You acknowledge that SoftChalk can refuse to post and can remove any information or materials, in whole or in part, that it, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

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While SoftChalk strives to maintain your privacy (see our [Privacy Policy](#)), you should always use caution when giving out any personally identifiable information about yourself in any Public Submissions. Any Public Submissions that you place on the Site can be obtained and used by others. SoftChalk does not control or endorse the content, messages or information found in any Public Submissions on the Site. SoftChalk specifically disclaims any responsibility or liability with regard to the Public Submissions and any actions resulting from your participation in any Public Submissions on the Site.

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You agree not to make Submissions that contain personally identifiable information about other people, such as their phone number, street address or email address, or information about other people that could result in an invasion of their privacy or their harassment.

**YOU ACKNOWLEDGE THAT A PARTY AGGRIEVED BY YOUR UPLOADING OF ANY CONTENT WHICH IS, INTER ALIA, A BREACH OF COPYRIGHT OR DEFAMATORY MAY TAKE LEGAL ACTION WHICH COULD RESULT IN YOUR PERSONAL INFORMATION BEING DISCLOSED AND YOU HAVING TO PAY COMPENSATION TO THE AGGRIEVED PARTY.**

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You may request SoftChalk remove any Submission you have made at any time and, upon confirmation that the Submission is yours, SoftChalk shall endeavor to remove the Submission, however the license you have granted to SoftChalk licensee's and sub-licensees shall continue in perpetuity, including the license for SoftChalk and its licensees to derivative works of your Submission. If you believe another User is violating your copyrights, you may send a notice to SoftChalk at [info@softchalk.com](mailto:info@softchalk.com) including a) your contact details (name, telephone, email, address); b) identifying the Submission in question, and c) details on the basis of the infringement claim. SoftChalk will make an assessment and if, in our sole opinion, such action is merited, we will remove the Submission in question. Other than this removal remedy, SoftChalk shall have no further obligations or liability regarding copyright infringement disputes for Submissions. All such disputes related to third-party Submissions (such as a dispute regarding ownership of copyright), links, sites or promotions should be addressed to that third party and a copy may be provided to the SoftChalk at [info@softchalk.com](mailto:info@softchalk.com).

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- Posting or disseminating material or using the Services made available through the Site or information obtained from the SoftChalk Site in a manner that is harassing or advocates harassment of another person including, without limitation, posting or making Submissions that are harassment, or denigration based on age, gender, race, religion, national origin, sexual orientation or disability.
- Posting or making Submissions that violate copyright or intellectual property rights.
- Using the Site for the promotion of illegal conduct, activities or fraudulent schemes. Specifically, you may not advocate illegal conduct, such as pyramid schemes, or other

illegal soliciting schemes. Furthermore, you agree to not engage in any illegal activity in connection with your Submissions or post links to other web sites that deal with such illegal activities.

- Fraudulent activities including, but not limited to, impersonating any person or entity, or forging anyone's digital or manual signature. Posing as a SoftChalk moderator or SoftChalk staff is expressly prohibited.
- Uploading, transmitting or disseminating files or any other material that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the Site, SoftChalk servers, another's computer or property of another.
- Using the Site in any manner that could damage, disable, disrupt, overburden, or impair any SoftChalk server, or the network(s) connected to any SoftChalk server, or interferes with any other party's use and enjoyment of the Site. Any interference with the computer networking or telecommunications services of any User, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to crash a host through the use of this Site is prohibited.
- Gaining or attempting to gain unauthorized access to any Site, other accounts, computer systems or networks connected to any SoftChalk server through hacking, password mining or any other means. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools are prohibited. Any use of data mining, robots or similar data gathering and extraction tools or processes is prohibited. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.
- Unless expressly permitted by SoftChalk, soliciting or promoting (either in your Submissions or in your profile) any products or services, self-promote, or implore readers to take actions that are intended to further a personal purpose or financial gain. You agree you will not use information supplied within the Site to do any of the foregoing, via email or any other method, unless expressly agreed to by SoftChalk.
- Gathering or attempting to gather public email addresses made public in the registered User profiles and use for your own purpose. You agree not to promote, link to or encourage others to join or participate in competing sites that provide message boards, forums, chats, blogs or other interactive elements with the intent of harming the flow of information and/or participation at the Site.
- Soliciting, transmitting or promoting "junk mail", "chain letters", surveys, contests or unsolicited mass mailing or spam.

You hereby authorize SoftChalk to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and/or (ii) system administrators at Internet service providers or other network or computing facilities in order to enforce these Terms.

Should you fail to observe any of the Terms, SoftChalk may pursue any or all remedies against you including, but not limited to, legal action or injunctive or other equitable relief where appropriate.

Creating an Account



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We reserve the right to delete any trial account that has not been logged into for three weeks or longer. Requests to preserve content associated with a trial account may be submitted to [learnmore@softchalk.com](mailto:learnmore@softchalk.com) and will be reviewed on an individual basis.

You agree that the information that you supply during the registration process will be true, current, accurate and complete, and you agree not to (i) register under the name of another person; (ii) choose a username that may be deemed offensive; (iii) choose a username for the purposes of deceiving or misleading Site Users as to your true identity; (iv) choose a username that incorporates a solicitation (e.g. your product, your services, your Site); or (v) violate the intellectual property or other rights of any person or entity. You agree to not impersonate any other person, including any other Site User, Moderator (Host) or any SoftChalk employee, Officer or Director. You agree to maintain and promptly update your registration data as necessary to keep it true, current, accurate and complete.

If, after investigation, SoftChalk has reasonable grounds to suspect that any registered User's information is untrue, inaccurate, not current or incomplete, SoftChalk may suspend or terminate that registered User's account and prohibit any and all current or future use of the Site (or any portion of it) by that User.

SoftChalk is concerned about the privacy and safety of all its Users, and in particular, of children. For this reason, if you are under the age of 13, you may not create an account for any of the Services offered on the Site. Some portions of this Site may allow individuals under the age of 13 to participate in forums limited to a specific User group and subject to the registration process, identity verification and other additional terms of use of that forum.

## Security

You are responsible for maintaining the confidentiality of your passwords and account information and access. You are also entirely responsible for any and all activities (and any misuses) that occur under or that originate from your account, including activities committed by any friend, family, co-worker, employee, guest or anyone with access to your account. You agree to ensure that you exit from your account at the end of each session (if you use a shared computer) and to notify SoftChalk immediately of any unauthorized use of your account or any other breach of security. SoftChalk will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. Additionally, you could be held liable for losses incurred by SoftChalk or another party due to someone else using your account or username. You may not use anyone else's account at any time, without the permission of the account holder.

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SoftChalk reserves the right to manage the Submissions on the Site in order to facilitate the orderly distribution of information through the Site. For that purpose, SoftChalk may, at its election, designate SoftChalk employees and/or outside entities to act as Moderators for the Site. The Moderators are not obligated to review all Submissions, nor do they edit Submissions. You assume the risk of reading and acting upon information from any Submissions made by a Moderator or other individual within the Site.

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If any provision of the Terms is invalid or unenforceable under applicable law, that portion will be construed consistent with applicable law as nearly as possible, or failing that, deemed omitted, and the remaining provisions will continue in full force and effect. The Terms will be governed by Virginia law and the applicable federal laws of the United States as applied to agreements entered

into and to be performed entirely within Virginia, without regard to its choice of law or conflicts of law principles that would require the application of law of a different jurisdiction.

You also agree that such dispute may be resolved with personal jurisdiction by, and the choice of forum or venue shall be in, the provincial and federal courts of the Commonwealth of Virginia, City of Richmond, and such courts will have exclusive jurisdiction. Headings are included for convenience only, and shall not be considered in interpreting these Terms. The Terms do not limit any rights that SoftChalk may have under trade secret, copyright, patent or other laws. SoftChalk reserves the right at all times to disclose any information as SoftChalk deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in SoftChalk's sole discretion.

SoftChalk, and SoftChalk related brands are trade-marks of SoftChalk LLC, and may be registered in the United States and other jurisdictions. Other brands, logos and marks are trade marks of their respective owners.

The license shall commence upon date of payment and shall continue for the number of years identified on the invoice (“the Initial Term”) unless terminated earlier as set forth below. AT THE END OF THE INITIAL TERM, THESE TERMS SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-YEAR PERIODS, UNLESS OR UNTIL EITHER PARTY PROVIDES THE OTHER PARTY WITH WRITTEN NOTICE OF NON-RENEWAL AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. To cancel auto renewal, please contact: [renewals@softchalk.com](mailto:renewals@softchalk.com). Upon termination or expiration of the license for any reason, all licenses provided hereunder shall cease and the You must cease its use and destroy all copies of the software, if any.

#### Payment and Fees

You shall pay SoftChalk the applicable fees. EXCEPT FOR ANNUAL FEES PAID IN ADVANCE OR AS OTHERWISE AGREED TO IN WRITING BETWEEN THE PARTIES, AFTER THE INITIAL TERM THE ANNUAL LICENSE FEE MAY INCREASE ON EACH ANNIVERSARY. You shall be responsible for all taxes and charges assessed or imposed with respect to amounts payable hereunder, including without limitation state and local, occupation, sales, use or excise taxes paid or payable by SoftChalk, exclusive however of taxes imposed on SoftChalk’ net income by the United States or any political subdivision thereof.

If You wish to make payments by credit card or P-Card or any other type of purchasing card program all to which such transaction constitutes a credit card charge, an additional credit card processing transaction fee will be calculated at four- and one-half percent (4.5%).

SoftChalk shall invoice You, in advance, and all invoiced fees shall be due and payable within 30 days of the date of an invoice. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.

Provided the license has not canceled or terminated with not less than thirty (30) days prior written notice to the anniversary date, You will be considered delinquent if payment in full is not received thirty (30) days from the date of the invoice. Your failure to pay any invoice after the (30) day period shall constitute a breach of the Terms and shall entitle SoftChalk to, without any additional notice, terminate the license(s).

If You terminate other than pursuant to the provisions set forth herein, any amounts paid are not subject to refund.