

# Terms of Service

## 1. ACCOUNT TERMS

1.1 You must provide your name, a valid email address, and any other requested information in order to complete the signup process.

1.2 You are responsible for keeping your password secure.

Homeschoogle.com cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.

1.3 You are responsible for all content uploaded/posted and all activities that occur under your account. You are also responsible for all content that is uploaded/posted by and all activities occurred under those who have accounts under your account.

1.4 You acknowledge that Homeschoogle.com will use the email address you provide as the primary method for communication.

1.5 The person signing up for the Service will be the contracting party (“Account Owner”) for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding account we may provide to the Account Owner in connection with Homeschoogle.com

1.6 Technical support for Homeschoogle.com’s Services is presently only available in English and via email.

1.7 If you are signing up for the Service on behalf of your employer, your employer shall be the Account Owner. If you are signing up for the Service on behalf of your employer, then you represent and warrant that you have the authority to bind your employer to our Terms of Service.

1.8 In the event of a dispute regarding account ownership, we reserve the right to request documentation to determine or confirm account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, etc. Homeschoogle.com retains the right to determine, in our sole judgment, rightful account ownership and transfer an account to the rightful owner. If we are unable to reasonably determine the rightful account owner, Homeschoogle.com reserves the right to temporarily disable an account until resolution has been determined between the disputing parties.

1.9 A breach or violation of any term in the Terms of Service as determined in the sole discretion of Homeschoogle.com will result in an immediate termination of your use of the Services.

## 2. YOUR CONTENT

2.1 Except for the license granted below, which permits us to provide and promote Homeschoogle.com’s Service, you own your own content. We claim no intellectual property rights over the material you provide to the Service.

Your profile and materials uploaded remain yours. However, by uploading content onto your dashboard, you agree to allow others to view your content. You represent and warrant that you or your employer, owns or otherwise controls all of the rights to the material you provide to the Service, and such material does not infringe upon or violate the rights of any third party.

2.2 We will not enable third party advertisement on your content without your permission.

2.3 You grant Homeschoogle.com a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up and royalty-free right to us to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, modify, process, analyze, use, in any way solely for the purpose to enhance, to perform and to promote Homeschoogle.com, and the Service. Everyday Language: You own your content that has been uploaded to Homeschoogle.com. There won't be any ads. You can take it and leave anytime. We are allowed to showcase your work for promotional purposes.

### 3. GENERAL TERMS AND CONDITIONS

3.1 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Homeschoogle.com.

3.2 You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Homeschoogle.com trademarks and/or variations and misspellings thereof.

3.3 Questions about the Terms of Service should be sent [advertising@homeschoogle.com](mailto:advertising@homeschoogle.com)

3.4 You acknowledge and agree that your use of the Service, including information transmitted to or stored by Homeschoogle.com, is governed by its privacy policy.

3.5 You understand that Homeschoogle.com uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

### 4. Homeschoogle's RIGHTS

4.1 Homeschoogle.com has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Homeschoogle.com service, for any reason at any time. Termination of the Service will result in the deactivation or deletion of your Account or denial of your access to your Account. Upon termination, you acknowledge that all content in your Account will be deleted and cannot be recovered once your Account is terminated.

4.2 Homeschoogle.com reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

4.3 Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon thirty (30) days notice by Homeschooogle.com.

4.4 Homeschooogle.com shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

4.5 Noncompliance with these Terms of Service will result in the termination of your Account. While Homeschooogle.com prohibits conduct and content in violation of the Terms of Service, you understand and agree that Homeschooogle.com cannot be responsible for the content posted on the Service and you nonetheless may be exposed to such materials.

4.6 We may, but have no obligation to, remove content and Accounts containing content that we determine, at our sole discretion, are unlawful, threatening, libellous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property rights or these Terms of Service.

4.7 Your verbal, physical, written or other abuse (including threats of abuse or retribution) of any Homeschooogle.com customer, employee, member, or officer will result in immediate termination of your Account.

4.8 Homeschooogle.com does pre-screen content, and Homeschooogle.com and its designee have the right (but not the obligation), at their sole discretion, to refuse or remove any content that is available via the Service.

4.9 We reserve the right to provide our services to your competitors and make no promise of exclusivity in any particular market segment. You further acknowledge and agree that Homeschooogle.com's employees and contractors may also be Homeschooogle.com's customers and that they may compete with you.

## 5. Homeschooogle.com's LIMITATION OF LIABILITY

5.1 You expressly understand and agree that Homeschooogle.com 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 resulting from: (i) the use or the inability to use the Service; (ii) unauthorized access; (iii) 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; (iv) statements or conduct of any third-party on the Service; or (v) any other matter relating to the Service.

Homeschooogle.com is not liable even if it has been advised of the possibility of such damages.

5.2 Homeschooogle.com does not warrant that (i) the service will meet your specific requirements, (ii) the Service will be uninterrupted, secure, timely, or error-free, (iii) the quality of any information, products, services, or other material purchased or obtained by you through the Service will meet your

expectations, (iv) the results that may be obtained from the use of the Service will be accurate or reliable, or (v) any errors in the Service will be corrected.

5.3 Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.

5.4 You may not use the Homeschoogle.com service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws) as well as the laws of The United States of America and the State of California.

## 6. PAYMENT TERMS

6.1 For all paid subscription plans, you must provide and maintain valid payment information.

6.2 Payments are non-refundable. For monthly payment plans, the Service is billed in advance on a monthly basis.

6.3 When changing from a monthly billing cycle to a yearly billing cycle, Homeschoogle.com will bill for a full year at the next monthly billing date.

6.4 Founding Membership is a pre-purchase of a paid plan wherein the Service is to be released in late 2016. Details are subject to change. Individuals are charged immediately at the time of the pre-purchase.

6.5 If you cancel your subscription to the Service before the end of your current paid month, your cancellation will take effect immediately and you will not be charged again.

6.6 You are solely responsible for properly canceling your account. An email or phone request to cancel your account is proper cancellation. You can also cancel your account at any time by using the cancel account feature provided through the Service.

6.7 All of your content will be immediately deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.

6.8 Cancellation: Annual clients may cancel with a 30 day notice. A refund will be calculated at the current month rate. Monthly clients may cancel with a 30 day notice. All cancellation notices must be directed to [advertising@homeschoogle.com.com](mailto:advertising@homeschoogle.com.com). Once your cancellation has been received, you will receive written confirmation within 5 business days.

## 7. MISCELLANEOUS TERMS

7.1 You shall defend and hold harmless Homeschoogle.com against any claim, demand, suit or proceeding made or brought against Homeschoogle.com by a third-party alleging that your content or your use of the Service infringes or misappropriates the intellectual property rights of a third-party or violates applicable law.

7.2 You shall also indemnify Homeschooogle.com for any damages awarded against, and for reasonable attorney's fees incurred by, Homeschooogle.com in connection with any claim, demand, suit or proceeding by a third-party alleging that your content or your use of the Service infringes or misappropriates the intellectual property rights of a third-party or violates applicable law.

7.3 These Terms of Service shall be governed by and construed in accordance with the laws of California, and the federal laws of the United States applicable therein.

7.4 If Homeschooogle.com makes any material changes to these Terms of Service, we will notify you at least fourteen (14) days in advance by email or by posting a notice on our site before the changes are in effect. Any new features that expand or enhance the current Service shall be subject to the Terms of Service. Expansion or enhancements includes the release of new tools, features and resources. Your continued use of the Service after any such changes shall constitute your consent to such changes.

## 8. WAIVER & COMPETE AGREEMENT

8.1 The failure of Homeschooogle.com to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service constitutes the entire agreement between you and Homeschooogle.com and govern your use of the Service. These Terms of Service superseding any prior agreements between you and Homeschooogle.com, including, but not limited to, any prior versions of the Terms of Service.

