

End User License Agreement

Terms and Conditions

This End User License Agreement (the "Agreement") is a binding legal agreement between you (either an individual or a single entity) and The Devereux Foundation ("Devereux"), which covers your use of Devereux's video(s) (otherwise listed herein as "Video").

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE COMPLETING YOUR PURCHASE, DOWNLOADING, OR PLAYING THE VIDEO (S). BY MAKING THIS PURCHASE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT PROCEED.

USAGE

The Video is licensed, not sold, to you by Devereux for use only under the terms of this Agreement, and Devereux reserves all rights not expressly granted to you. The rights granted herein are limited to the Devereux's and its licensor's intellectual property rights and do not include any other patents or intellectual property rights.

Devereux grants you the right to download, play, and use copies of the Video on any device capable of playing a video as part of teaching activities of a nonprofit educational institution consistent with the 17 USCA § 110. ("PROGRAM"). You may make copies of the Video as may be necessary for backup and archival purposes.

RESTRICTIONS

You understand and agree that you shall only use the Video in a manner that complies with any and all applicable laws in the jurisdictions in which you use the Video. The Video(s) is not a stock video and cannot be used in any production. Your use shall be in accordance with applicable restrictions concerning privacy and intellectual property rights.

You may not:

- Use the Video to provide services to others; such as the basis of a hosted digital delivery service, or any other services which is a direct competition against Devereux;
- Distribute derivative works based on the Video;
- Reproduce the Video except as described in this Agreement;

- Distribute copies of the Video to third parties, unless the third party is part of the PROGRAM in your school or school system or school district.
- Sell, rent, or lease the Video, nor charge anyone a fee for viewing the content of the Video.
- Modify the content of the Video in any way.

SUPPORT AND MAINTENANCE

Devereux has no obligation under this Agreement to provide any support, maintenance, or other services. Licensee may contact Devereux to determine the availability of support, maintenance and other services, and the fees, terms and conditions applicable thereto.

TERM AND TERMINATION

This license shall be in effect from the time you download the Video, or otherwise access the Video, and accepts the terms and conditions of this Agreement, and shall remain in effect for so long as you access the Video, unless this license is otherwise terminated.

Without prejudice to any other rights, Devereux may terminate this Agreement if in its judgment you fail to comply with the terms and conditions of this Agreement. Upon Termination, you must destroy all copies of the Video on your computer and storage media in your possession.

COPYRIGHT

All title, including but not limited to copyrights, in and to the Video and any copies thereof are owned by Devereux. All rights not expressly granted are reserved by Devereux.

NO WARRANTIES

Devereux expressly disclaims any warranty for the Video. The Video is provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, non-infringement, or fitness of a particular purpose. Devereux does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Video. Devereux makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. Devereux further expressly disclaims any warranty or representation to you or to any third party.

INDEMNIFICATION

By accepting the Agreement, you agree to indemnify and otherwise hold harmless Devereux, its officers, employers, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, relating to, or resulting from your use of the Video or any other matter relating to the Video.

LIMITATION OF LIABILITY

In no event shall Devereux be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of your use of or inability to use the Video, even if Devereux has been advised of the possibility of such damages. In no event will Devereux be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. Devereux shall have no liability with respect to the content of the Video or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

Devereux will not be responsible for:

- Problems accessing the Video (s).
- Any extra customer service beyond that extended to all site visitors.
- Errors in any materials. All materials are provided as is (although Devereux certainly tries to provide the highest level of professionalism and Devereux will certainly correct any errors, should they occur.)
- Fees associated with payment if requests for refunds exceed the 7 day free refund time period.
- Problems with printing or making the materials available to your students.

GENERAL PROVISIONS

SEVERABILITY. In the event that one section of this Agreement is found to be invalid, the remaining sections will remain in force.

AMENDMENT. You may not amend or modify this Agreement without Devereux's express prior written consent

GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to conflict of laws principles.

RECORDS. Devereux maintains records of all licenses, but for your own records you should print this page and keep it with your receipt of payment.

SURVIVAL. To the extent applicable, the provisions of this Agreement relating to the following rights or obligations shall survive the termination, cancellation, expiration, and/or rescission of this Agreement: Copyright, Warranties, Indemnification, Limitation of Liability, and any provision that: (i) expressly states its survival, (ii) is necessary for the enforcement of this Agreement, including Governing Law and Jurisdiction, (iii) is necessary to interpret surviving provisions, or (iv) provides for a remedy available under this Agreement.

ENTIRE AGREEMENT. This license agreement represents the entire agreement between you and Devereux, and it supersedes any prior proposal, representation, or understanding between the parties.