

# FutureU's Terms and Conditions of Use

## 1. General.

1.1 These Terms & Conditions govern your use of content and services (the "Service"), offered by The University of the Future LLC ("FutureU"). The Service consists of computing and information services and software, information, interactive forums and other content provided by FutureU. In addition, third parties provide information, software and other content ("Third Party Content") which may be accessed over the Service.

1.2 Your participation in the Service is conditioned upon your acceptance of the terms and conditions contained in this agreement. Please read the following terms and conditions carefully. Your acceptance is indicated either by your participation in a FutureU course or by your registration for a User ID and Password. FutureU reserves the right, at its discretion, to change or modify all or any part of this Agreement at any time. Such changes or modifications shall be effective immediately upon notice published on the Service. Your continued use of the Service constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by FutureU as permitted above.

1.3 If at any time the terms and conditions of this Agreement are no longer acceptable to you, you should immediately terminate your attendance in or registration to the Service by following the procedures indicated in paragraph 10.

## 2. Use of service content.

2.1 You acknowledge that the Service contains information, software, photographs, audio and video clips, graphics, and other material (collectively, the "Content") that is protected by copyright, trademark or other proprietary rights of FutureU or third parties. All Content on the Service is copyrighted as a collective work of FutureU pursuant to applicable copyright law. You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the Service. The Content is intended for the personal, noncommercial use of the registered subscribers of the Service.

2.2 You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the Content, in whole or in part, except as otherwise expressly permitted in this Agreement. Content consisting of downloadable software may not be reverse engineered unless specifically authorized by the owner of the software's patent and/or copyright.

2.3 You may download or copy the Content only for your own personal use, provided that you maintain the Content in its original form and maintain all copyright and other notices contained in such Content. You shall not store electronically any significant portion of any Content. Except as expressly permitted by the copyright laws, no copying, storage, redistribution or publication of any Content is permitted without the express permission of FutureU or the owners of such Content or their authorized persons, if other than FutureU. You may upload to or download from the Service any Content in the public domain for your own personal use only. You assume all risk and responsibility for determining whether any Content is in the public domain, regardless of any notices which may be posted on such Content.

2.4 You grant to FutureU the right to edit, copy, publish, distribute, translate and otherwise use

any Content that you place on the Service, in any medium. You represent and warrant that you are authorized to grant all rights set forth in the preceding sentence.

### **3. Service rules of conduct.**

You shall not upload to, or distribute or otherwise publish through, the Service any Content which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening, (b) contains viruses or other contaminating or destructive features, (c) violates the rights of others, such as Content which infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity, or (d) otherwise violates any applicable law. You shall not use the Service for any commercial purpose and shall not distribute over the Service any advertising or solicitation of funds or goods and services. In addition, you shall not use the Service to solicit subscribers to join other online information services which are competitive with the Service or to carry on any commercial transaction of any kind that has not been approved in writing by FutureU.

### **4. Managing content.**

FutureU does not and cannot review the Content posted by subscribers of the Service and is not responsible for such Content. However, FutureU reserves the right to delete, move, or edit any Content (including messages posted in any forum) that it may determine, in its sole discretion, violates this Agreement or is otherwise unacceptable. You shall remain solely responsible for all Content posted by you or by any other person using your account. FutureU shall have the right, but not the obligation, to correct any errors or omissions in any Content, as it may determine in its sole discretion.

### **5. No endorsement.**

5.1 FutureU does not represent or endorse the accuracy or reliability of any Content displayed, uploaded, or distributed through the Service by any subscriber, information provider or any other third party. You acknowledge that any reliance upon such Content shall be at your sole risk.

5.2 The Service may contain links to sites on the Internet which are owned and operated by third parties (the "External Sites"). You acknowledge that FutureU is not responsible for the availability of, or the content located on or through, any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or External Sites.

### **6. Registration; subscriber qualifications.**

6.1 As part of the registration process, you will select a password and fill in certain information about yourself. You must provide accurate, complete, and current registration information and you agree to provide FutureU with any of that information promptly after such changes occur.

6.2 Subscriptions to the Service are available only to individuals who are at least 18 years of age. Your right to use the Service is personal to you and cannot be transferred to any other person. However, you may share your password with others, including persons under the age of 18, and allow them to use the Service through your account, subject to your obligations under paragraph 6.3.

6.3 You are responsible for all use of your account under any password by any person whether or not authorized by you and for ensuring that all use of your account complies with this Agreement.

## 7. Fees & payments.

7.1 You agree to pay all fees and charges incurred by you or any third party using your Service account (whether or not authorized by you) at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to applicable taxes, and charges for any products or services offered for sale through the Service by FutureU or by any third party. Your right to use the Service is subject to any limits established by your credit card company if billing is through a credit card.

7.2 You shall be responsible for obtaining all telephone, telephone access lines, computer equipment and other products or services necessary to access and use the Service. You shall be responsible for all charges associated with accessing and maintaining a connection to the Service (e.g., charges imposed by an Internet access provider, or your local telephone company).

## 8. Subscriber information.

Unless you elect otherwise by making the appropriate selection on the FutureU Registration form, FutureU shall have the right to disclose certain limited subscriber information (e.g., subscriber's name and mailing address) to third party vendors for the purpose of providing subscribers with information about products and services. FutureU shall also have the right to disclose aggregate information about subscriber usage and demographics in a manner that does not reveal the personal identity of any individual subscriber. FutureU shall have the right to send you electronic mail to inform you of changes or additions to the Service, or of any products and services of FutureU or its affiliates.

## 9. Indemnity.

You hereby agree to indemnify, defend and hold FutureU, and all officers, directors, members, owners, agents, information providers, affiliates and licensors (collectively, the "FutureU Parties") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by any FutureU Party in connection with any claim arising out of any use or alleged use of your account or password by any person, whether or not authorized by you. FutureU reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with FutureU's defense of such claim.

## 10. Termination of service.

10.1 You may terminate your account at any time by any of the following methods:

1. You can send email to [webmaster@futureu.com](mailto:webmaster@futureu.com)
2. You can visit the following URL: <http://www.futureu.com/howtoeachus.html>
3. You can send mail to the following postal address:  
*601 Van Ness Avenue, Suite E, Box 433, San Francisco, CA 94102-3200*
4. You can call the following telephone number: 415-824-7726

You will receive a confirmation via email that your request has been received, and your access will be terminated within [48] hours. You are responsible for all charges incurred up to the time the account is terminated. FutureU reserves the right to change the amount of any fee or charge for the Service or to institute new fees or charges, effective on at least [30] days prior notice sent to you by email or posted on your course Announcements page.

10.2 FutureU reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Service at any time for any reason without prior notice or liability.

10.3 FutureU may change, suspend or discontinue all or any aspect of the Service at any time, including the availability of any Service feature, database, or content, without prior notice or liability.

## 11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

11.1 NEITHER FUTUREU NOR ANY PROVIDER OF THIRD PARTY CONTENT OR SERVICE PROVIDER OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES FUTUREU, ANY THIRD PARTY CONTENT OR SERVICE PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE OR THE CONTENT. THE SERVICE AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NONE OF FUTUREU, THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD THROUGH THE SERVICE. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU.

11.2 NEITHER FUTUREU, ANY THIRD PARTY CONTENT OR SERVICE PROVIDER NOR THEIR RESPECTIVE AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF FUTUREU, THIRD PARTY CONTENT OR SERVICE PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## 12. Third party rights.

The provisions of paragraphs 2, 3, 9 and 11 are for the benefit of FutureU, Third Party Content providers and their respective employees, agents and contractors; and each such party will have the right to enforce such provisions directly on its own behalf.

## 13. Miscellaneous.

This Agreement shall be construed in accordance with the laws of the State of California, and the parties irrevocably consent to bring any action to enforce this agreement in the federal or

state courts located in San Francisco, CA in the County of San Francisco. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. This agreement may not be amended except in writing signed by both parties and no waiver by either party shall be deemed a waiver of any preceding or subsequent breach or default. The provisions of sections 2, 3, 7, 8, 9, 11 and 12 shall survive any termination of this Agreement, as well as any other provisions which by their terms or sense are intended to survive.

*FutureU*

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*Privacy Policy/ Terms of Service*

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