

This Agreement was last modified on May 31, 2019.

## **TERMS OF USE AND REFUND POLICY**

Please Read Carefully Before Using This Website or Products:

Teachers' Institute for Special Education, LLC maintains this site for information and communication purposes and for allowing access and purchase of its educational programs. This webpage contains the Terms of Use governing your access to and use of the [www.special-education-soft.com](http://www.special-education-soft.com) (the "Website" or "Site"). By using or accessing the Site in any way, viewing or browsing the Site, you are agreeing to comply and be bound by these Terms.

### **A. TERMS APPLICABLE TO ALL USERS**

#### **1. Overview**

**YOUR USE OF THIS WEBSITE AND ITS SOFTWARE APPLICATION IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTING AND AGREEING TO THESE TERMS OF USE.**

#### **2. Changes To Terms**

Teachers' Institute for Special Education, LLC may, at any time, for any reason and without notice, make changes to (i) this Website, including its look, feel, format, and content, the terms of use of this Website, as well as (ii) the products and/or services as described in this Website. Any modifications will take effect when posted to the Website. Therefore, we ask that you check and review this Agreement for such changes on an occasional basis. By your continuing use of the Website after changes are posted, you will be deemed to have accepted such changes.

#### **3. Scope of Use and User (customers) E-Mail**

You are only authorized to view, use, copy for your records and download small portions of the Content (including without limitation text, graphics, software, audio and video files and photos) of this Website for your informational, non-commercial use, provided that you leave all the copyright notices, including copyright management information, or other proprietary notices intact.

You shall not use, copy, modify, reproduce, transmit, reverse engineer, rent, lease, sell, decompile, disassemble or distribute any portion of the Content on this Website or products, or the design or layout of the Website or individual sections of it, in any form or media except as provided in this agreement. The systematic retrieval of data from the Website is also prohibited. Any License Key(s) may not be rented or leased as described, but may be permanently transferred, if a person or institution receiving it agrees to the terms of this Agreement and our other policies. If the software is an update, the transfer must include the update and all previous versions. Any such unauthorized use shall result in immediate and automatic termination of this Agreement and may result in criminal and/or civil prosecution.

E-mail submissions over the Internet may not be secure and are subject to the risk of interception by third parties. Please consider this fact before e-mailing any information. Also, please consult our Privacy Policy. You agree not to submit or transmit any e-mails or materials through the Website that: (i) are

defamatory, threatening, obscene or harassing, (ii) contain a virus, worm, Trojan horse or any other harmful component, (iii) incorporate copyrighted or other proprietary material of any third party without that party's permission or (iv) otherwise violate any applicable laws. Teachers' Institute for Special Education, LLC shall not be subject to any obligations of confidentiality regarding any information or materials that you submit online except as specified in these Terms of Use, or as set forth in any additional terms and conditions relating to specific products or services, or as otherwise specifically agreed or required by law. The commercial use, reproduction, transmission or distribution of any information, software or other material available through the Website without the prior written consent of Teachers' Institute for Special Education, LLC is strictly prohibited.

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#### 5. Links

For your convenience, we may provide links to various other Websites that may be of interest to you and for your convenience only. However, Teachers' Institute for Special Education, LLC does not control or endorse such Websites and is not responsible for their content nor is it responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such Websites. Please read the terms and conditions or terms of use policies of any other company or website you may link to from our website. These Terms of Use policy applies only to Teachers' Institute for Special Education, LLC website and the products and services Teachers' Institute for Special Education, LLC offers. If you decide to access any of the third party sites linked to this Website, you do so at your own risk. Teachers' Institute for Special Education, LLC reserves the right to terminate any link or linking program at any time.

You may not link to this Website without Teachers' Institute for Special Education, LLC written permission. If you are interested in linking to this Website, please contact us at: [contact@special-education-soft.com](mailto:contact@special-education-soft.com) with the words LINK REQUEST in all caps for the subject line.

#### 6. No Unlawful Or Prohibited Use

As a condition of your use of the Website, you warrant to Teachers' Institute for Special Education, LLC that you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions,

and notices. You may not use the Website in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

## 7. Spamming

Gathering email addresses from Teachers' Institute for Special Education, LLC through harvesting or automated means is prohibited. Posting or transmitting unauthorized or unsolicited advertising, promotional materials, or any other forms of solicitation to our Users or Customers is prohibited. Inquiries regarding a commercial relationship with Teachers' Institute for Special Education, LLC should be directed to: Email: [contact@special-education-soft.com](mailto:contact@special-education-soft.com)

## 8. No Warranties

THE WEBSITE, AND ANY CONTENT, ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEMS INTEGRATION, ACCURACY, AND NON-INFRINGEMENT, ALL OF WHICH TEACHERS' INSTITUTE FOR SPECIAL EDUCATION, LLC EXPRESSLY DISCLAIMS. YOU USE AT YOUR OWN RISK AND TEACHERS' INSTITUTE FOR SPECIAL EDUCATION, LLC WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY DATA LOSS, DAMAGES, LOSS OF PROFITS OR ANY OTHER KIND OF LOSS WHILE USING OR MISUSING THIS SOFTWARE OR PRODUCTS. TEACHERS' INSTITUTE FOR SPECIAL EDUCATION, LLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR ANY RESULTS OR OTHER CONSEQUENCES OF ACCESSING THE WEBSITE AND USING THE CONTENT, AND FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY ACCESS, DOWNLOAD OR OTHERWISE OBTAIN IS FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. THIS WARRANTY DISCLAIMER MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC PRODUCTS AND SERVICES OFFERED BY TEACHERS' INSTITUTE FOR SPECIAL EDUCATION, LLC. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

## 9. Governing Law, Location and Miscellaneous

These Terms of Use shall be governed in all respects by the laws of the State of Florida USA, without reference to its choice of law rules. If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other provisions will not be affected by any such modification.

## 10. Separate Agreements

You may have other agreements with Teachers' Institute for Special Education, LLC. Those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise or amend the terms of any other agreements you may have with Teachers' Institute for Special Education, LLC

## 11. Limitation of Liability

YOUR USE OF THE CONTENT IS AT YOUR OWN RISK. TEACHERS' INSTITUTE FOR SPECIAL EDUCATION, LLC SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE CONTENT (EVEN IF TEACHERS' INSTITUTE FOR SPECIAL EDUCATION, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR FOR ANY CLAIM BY ANY OTHER PARTY OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, PROGRAMS OR FILES, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE WEBSITE OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE OR THE CONTENT. THIS LIMITATION OF LIABILITY MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC PRODUCTS AND SERVICES OFFERED BY TEACHERS' INSTITUTE FOR SPECIAL EDUCATION, LLC. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

## 12. Indemnity

You agree to defend, indemnify, and hold Teachers' Institute for Special Education, LLC, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

## B. ADDITIONAL TERMS APPLICABLE ONLY TO REGISTERED USERS (customers)

## 13. Accounts And Security

Teachers' Institute for Special Education, LLC does not warrant that the functions contained in the service provided by the Website will be uninterrupted or error-free, that defects will be corrected or that this service or the server that makes it available will be free of viruses or other harmful components.

A unique License Key will be Emailed to you after your purchase. Your Email name will keep track of the products you ordered and the number of licenses for each product that you have available. You shall be responsible for maintaining the confidentiality of your License Keys.

#### 14. Recurring Payments, Billing and Refunds

You accept Recurring Payments billed yearly until cancelled when you purchase one or more software or digital products from us with a third party without a PayPal account or with a PayPal account when you accept our Agreement.

Recurring Payments are usually called "Automatic Payments" and are sometimes called "Subscriptions", "Preapproved Payments" or "Future Payments".

By providing an advanced authorization for a initiated payment, you are giving a third party, PayPal or Teachers' Institute for Special Education, LLC the ability to collect or reverse variable payment amounts from your Nominated Payment Source until such time as this arrangement is cancelled.

We cannot grant refunds after a renewable payment. We will send you an email approximately 1 month before your renewal date, and you may use this opportunity to cancel your subscription before the renewal payment is automatically processed.

Refund Policy (see section 17)

#### 15. Termination

Teachers' Institute for Special Education, LLC reserves the right to terminate any license key(s), without any advance notice if this Agreement is being violated except as described in this Agreement. Any such unauthorized use shall result in immediate and automatic termination of this Agreement and may result in criminal and/or civil prosecution.

#### 16. Installation Policy

Installs: Windows® 10, 8, 7, XP, Vista®, ME (Current versions always listed by program editions)

**Internet Connection: Program requires Internet Connection.**

MAC's require PC Emulation program. Very inexpensive and easy to use. Once installed you will be able to run our programs on your MAC computer. Simply enter "emulation program" into your Internet search engine and you will see them listed.

With all purchases, you are authorized to install the software on as many computers as licenses purchased that you directly own and operate. ONE License Key is for use on ONE Computer or Laptop and cannot be transferred to another computer or laptop ONCE REGISTERED.

## 17. Refund Policy (please read entire section)

We stand behind all of our products 100%. If you would like to request a refund, please send us an email: [support@special-education-soft.com](mailto:support@special-education-soft.com) with the subject line "Refund Request". Remember to include your Receipt ID in the email. Please also specify which program if you purchased more than one.

When requesting a refund, we respectfully ask that you meet the following refund policy conditions:

Eligibility conditions for a refund request:

You are within the first 30 days of the original purchase of the program.  
We cannot grant refunds after the first 30 days of the original purchase.

You have an issue that we are unable to resolve which makes the program unusable. We may ask you questions regarding the nature of your refund request so we can improve the setup installation process in the future.

If your refund request comes from not being able to run or install a program properly, we will happily consider your refund request.

You have contacted our support team and allowed us to attempt to resolve your issue(s), or have explained why the program will not work for you.

You agree to uninstall the program from your computer if a refund is granted.

Refunds will be offered at our sole discretion. By purchasing products from our site, you agree to this refund policy and relinquish any rights to subject it to any questions, judgment or legal actions. We are not liable to cover any differences in exchange rates between the time you purchased and the time you are refunded.

## 18. Contact Us

If you have any questions about this Agreement, please feel free to contact us at:

**[support@special-education-soft.com](mailto:support@special-education-soft.com)**