

Terms of Use

Welcome to EkonomX. EkonomX is a Software As A Service Educational Platform (SAAS) that provides our Subscribers with access to EkonomX courses and educational media content streamed over the Internet to certain Internet-connected TV's, computers, smartphones and other devices.

EkonomX SAAS Educational Platform and this website are provided by EkonomX Management LLC ("EkonomX" or "the Company"). We are located at P.O. Box 6101, Miramar Beach, Florida 32550. If you would like information on how to contact us, click [Contact Us](#).

These Terms of Use govern your use of our SAAS Educational Platform accounts and this website. As used in these Terms of Use, "EkonomX" "Service" or "our Platform" means the SAAS Educational Platform provided by EkonomX for viewing our courses and content, including all the features and functionalities, website, software and user interfaces.

An Account Holder is defined as a EkonomX customer who has agreed to these terms, and created a EkonomX account. For purposes of these Terms of Use, An Account Holder includes end users who have enrolled in a free trial, or other promotional offer permitting use of or access to the EkonomX Service.

1. Acceptance of Terms of Use. These Terms of Use, which include our [Privacy Policy \(See EkonomX.com footer\)](#) govern your use of the EkonomX SAAS Educational Platform and this Site. By using our Service, enjoying a free trial, visiting this Site, or browsing the EkonomX Service, you accept and agree to these Terms of Use. If you do not agree to these Terms of Use, do not use the Service.

2. Changes to Terms of Use. EkonomX may, from time to time, change these Terms of Use, including the Privacy Policy. Revisions shall be effective immediately; provided however, for existing Subscribers, revisions shall, unless otherwise stated, be effective thirty (30) days after posting on this Site.

3. Privacy. Your use and our provision of the EkonomX SAAS Educational Platform is subject to the EkonomX Privacy Policy, which is incorporated herein and set forth in our [Privacy Policy \(See EkonomX.com footer\)](#). Our use of any personally identifiable information we obtain from you is subject to our Privacy Policy.

4. Communication Preferences. By using EkonomX, you consent to receiving electronic communications from EkonomX and its partners and vendors relating to your software as an account and our other EkonomX products and services. These communications may involve sending emails to your email address provided during registration, sending messages to your mobile devices via our apps or via SMS text messages, posting communications on the EkonomX SAAS Educational Platform website, or on your Account Page and will include notices about your account

(e.g., payment authorizations, confirmation e-mails and other transactional information, etc.) You also consent to receiving certain other communications from EkonomX, such as emails, catalogs, direct mail, special offers, promotional announcements and customer surveys. If you no longer want to receive these communications, you may designate your preferences by going to your [Account Page \(visit EkonomX.com and login\)](#). Please review our [Privacy Policy \(see EkonomX.com footer\)](#) for further detail on our marketing communications.

5. EkonomX Free Trials, Billing and Cancellation

a. SAAS Educational Platform Accounts

i. **Monthly Platform Credit Purchases.** Your EkonomX Monthly Platform purchases, which may start with a free trial, will continue month-to-month unless and until you affirmatively cancel your EkonomX account or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment (“Payment Method”) as such may be updated from time to time, to use the EkonomX Service. We will bill the monthly Platform fee to your Payment Method. You must cancel your automatic billing before it renews each month in order to avoid billing of the next month's Platform fees to your Payment Method.

b. **Free Trials** i. Your EkonomX account may start with a free trial. The free trial period of your Account is specified during sign-up. Access to a free trial will end immediately upon cancellation during the free trial period. For combinations with other offers, restrictions may apply. Free trials are for new Accounts only. Some EkonomX Account



benefits may not be available to persons enjoying free trial account. EkonomX reserves the right, in its absolute discretion, to determine your free trial eligibility.

ii. We will begin billing your Payment Method for Platforms at the end of the free trial period of your account unless you cancel prior to the end of the free trial period. To view the specific details of your account, including SASS Credit prices and end date of your free trial period, visit our website and visit your [Billing History \(visit EkonomX.com and login\)](#). We may authorize your Payment Method through various methods, including authorizing it up to one billing period of SAAS Educational Platform as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

iii. YOU WILL NOT RECEIVE A NOTICE FROM US THAT YOUR FREE TRIAL PERIOD HAS ENDED OR THAT THE PAYING PORTION OF YOUR Software as a HAS BEGUN. CLICK YOUR LOGIN LINK AT THE TOP RIGHT OF THIS SITE (EkonomX.com) AND SELECT “ACCOUNT” TO FIND CANCELLATION INSTRUCTIONS. YOU AGREE THAT WE CAN AND WILL BILL YOUR PAYMENT METHOD AND WILL RENEW YOUR MONTHLY Platform PURCHASE UNLESS YOU CANCEL PRIOR TO YOUR MONTHLY AUTO-RENEWAL DATE.

c. **Billing**

i. **Recurring Billing.** By starting your auto-renew EkonomX Platform purchase and providing or designating a Payment Method, you authorize us to charge you a monthly Platform fee at the then current Platform rate, and any other charges you may incur in connection with your use of the EkonomX Service. You acknowledge that the amount billed each month, may vary from month to month for reasons that may include differing amounts due to applicable taxes, promotional offers, and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.

ii. **Price Changes.** We reserve the right to adjust pricing for our SAAS Educational Platform or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your SAAS Educational Platform will take effect following email notice to you.

iii. **Taxes.** Applicable sales taxes are NOT included in advertised prices for the EkonomX Service, and will be applied as applicable in those states and countries where taxes apply to your Software as a.

iv. **Billing Cycle.** The fee for our EkonomX Platforms will be billed at the beginning of the paying portion of your agreement and each month thereafter unless and until you cancel your auto-renewal. We automatically bill your Payment Method each month or year on the calendar day corresponding to the commencement of your paying



account. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your auto-renewal began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your EkonomX monthly Software as a or became a paying account holder on March 31st, your next payment date is likely to be April 30th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your account. Visit our website and go to your [Billing History \(visit EkonomX.com and login\)](#) to see the commencement date for your next renewal period and your “Next Billing Date”. We may authorize your Payment Method in anticipation of account or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.

v. No Refunds. PAYMENTS FOR EkonomX SAAS Educational Platform ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. EkonomX’s “LIFETIME SATISFACTION GUARANTEE” PROGRAM FOR EkonomX’s NON-Software as a PRODUCTS DOES NOT APPLY TO EkonomX SERVICE. Following any cancellation, however, you will continue to have access to the SAAS Educational Platform through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our Account Holders

("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

vi. **Payment Methods.** You may edit your Payment Method information by visiting your [Account Page \(visit EkonomX.com and login\)](#), available at the top of the EkonomX website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method SAAS Educational Platform provider for details.

vii. **Cancellation.** You may cancel your EkonomX account at any time, and you will continue to have access to the EkonomX SAAS Educational Platform through the end of your monthly billing period, as applicable. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH OR PARTIAL YEAR Software as a PERIODS OR UNWATCHED CONTENT. EkonomX's "LIFETIME SATISFACTION GUARANTEE" PROGRAM FOR EkonomX's NON-Software as a PRODUCTS DOES NOT APPLY TO EkonomX. To cancel, go to [Sign In \(visit](#)

[EkonomX.com and login](#)) on our website and follow the instructions for cancellation. If you cancel your Software as a, your account will automatically close at the end of your current billing period. To see when your account will close, view your [Billing History \(visit EkonomX.com and login\)](#). If you signed up for EkonomX using your account with a third party as a Payment Method, and wish to cancel your EkonomX Account as a at any time, including during your free trial, you may need to do so through such third party, including by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from, the EkonomX SAAS Educational Platform through that third party. You may also find billing information about your EkonomX Account as a by visiting your account with the applicable third party.

6. Other Important EkonomX Software As A SAAS Educational Platform Terms

a. You must be 18 years of age, or the age of majority in your state, province, territory or country, to become an account holder of the EkonomX SAAS Platform. Individuals under the age of 18, or applicable age of majority, may utilize the SAAS Educational Platform only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.

b. THE EkonomX SERVICE, AND ANY CONTENT VIEWED THROUGH OUR SERVICE, IS AVAILABLE FOR YOUR PERSONAL AND NON-COMMERCIAL USE ONLY. During your access to the EkonomX SAAS Platform, we grant you a limited, non-exclusive, non-transferable, license to access the EkonomX SAAS Educational Platform on a



streaming-only basis for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the SAAS Educational Platform for commercial purposes, public performances, conferences, classrooms or large group viewings, and agree not to share or transfer your Account Login information with any third party. For information on a license to enable commercial use, public performance or large group viewings, please contact us by email at support@EkonomX.com

c. You may view EkonomX Courses only in geographic locations where we offer our SAAS Platform and have licensed EkonomX content. The content that may be available to watch may vary by geographic location. The EkonomX SAAS Educational Platform is offered in English and is at present primarily enabled for consumption in the United States. The EkonomX SAAS Educational Platform may be available in non-US locations but EkonomX makes no representations regarding the streaming or other quality of SAAS Educational Platform in non-US locations. EkonomX may use technologies to verify your geographic location.

d. **THE NUMBER OF DEVICES ON WHICH YOU MAY SIMULTANEOUSLY WATCH IS LIMITED.** The number of devices available for use and the simultaneous streams may change from time to time at our discretion.

e. EkonomX SAAS Educational Platform contains some, but not all, of the course titles available on an individual course basis from EkonomX through its retail and other channels. We intend to continually update the EkonomX SAAS



Educational Platform, including adding to the titles available through the Platform. We also reserve the right to remove titles from the Platform at our discretion. In addition, we continually test various aspects of our Platform, including our website, user interfaces, SAAS Educational Platform levels, plans, promotional features, delivery and pricing. We reserve the right to, and by using our Platform you agree that we may, include you in or exclude you from these tests without notice. We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we offer and operate our Service.

f. You agree to use the EkonomX SAAS Educational Platform, including all its features and functionalities, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the Platform or content therein. You agree not to archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) full course content, video or audio clips, images, screen grabs or information contained on or obtained from or through the EkonomX SAAS Educational Platform without express written permission from EkonomX. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the EkonomX SAAS Educational Platform; use any robot, spider, scraper or other automated means to access the EkonomX SAAS Educational Platform; decompile, reverse engineer or disassemble any software or other products or processes accessible through the EkonomX SAAS Educational Platform; insert any code or product or manipulate the content of the EkonomX SAAS Educational

Platform in any way; or, use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the EkonomX SAAS Educational Platform, including any software viruses or any other computer code, files or programs.

g. The availability of EkonomX SAAS Educational Platform course titles and EkonomX content will change from time to time, and may vary from country to country. Some, but not all, EkonomX SAAS Educational Platform content will be available in HD, and HD availability is subject to your Internet and device capabilities. The quality of the display of the streaming aspects of the SAAS Educational Platform may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. EkonomX makes no representations or warranties about the quality of your watching experience on your display. The time it takes to begin watching a course lecture will vary based on a number of factors, including your location, available bandwidth at the time, course or lecture you have selected and the configuration of your viewing device.

h. EkonomX SAAS Educational Platform software is developed by, or licensed for, EkonomX and is designed to enable streaming of content from EkonomX through



appropriate devices. This software may vary by device and medium, and functionalities may also differ between devices. BY USING OUR SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LICENSE AGREEMENT TERMS IN THIS AGREEMENT AND TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF EkonomX SOFTWARE AND RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE. WE DO NOT TAKE RESPONSIBILITY OR OTHERWISE WARRANT THE PERFORMANCE OF THESE DEVICES, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. By using our Platform, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the EkonomX SAAS Educational Platform. If the device you used to access your EkonomX SAAS Educational Platform is sold, lost or stolen, please deactivate the device. If you fail to log out or deactivate your device, subsequent users may access the EkonomX SAAS Educational Platform through your account and may be able to access or change certain of your account information. To deactivate a device, follow the instructions on your [Account Page \(visit EkonomX.com and login\)](#) on our website. We may terminate or restrict your use of our Service, without compensation or notice if you are, or if we suspect that you are (i) in violation of any of these Terms of Use or (ii) engaged in illegal or improper use of the Service.

7. Passwords & Account Access

a. The Account Holder who created the EkonomX account and whose Payment Method is charged is referred to in these Terms of Use as the Account Holder. The Account Holder



has access and control over his or her EkonomX account. The Account Holder's control is exercised through the use of the Account Holder's password and therefore to maintain exclusive control, the Account Holder should not reveal the password to anyone. In addition, if the Account Holder wishes to prohibit others from contacting EkonomX Customer SAAS Educational Platform and potentially altering the Subscriber's control, the Account Holder should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address and password. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.

b. In order to provide you with the ease of access to your account and to help administer the EkonomX Platform, EkonomX implements technology that enables us to recognize you as the Account Holder and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the EkonomX Service, which includes accessing via EkonomX-ready devices or the EkonomX website.

c. EkonomX or its payment processors reserve the right to place any account on hold anytime with or without notification to the Account Holder in order to protect itself and its vendors from what it believes to be fraudulent activity or violations of these terms. EkonomX is not obligated to credit or discount a Software as a for holds placed on the account by either a EkonomX representative or by the EkonomX automated processes.

8. Use of Information Submitted. EkonomX is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us, including responses to questionnaires or through postings to the EkonomX website and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the EkonomX SAAS Educational Platform or specific EkonomX courses. EkonomX is free to use any suggestions or unsolicited materials or ideas for courses without compensation of any type, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to EkonomX. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against EkonomX and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is the same or substantially similar to the material or idea you sent.

- a. We permit you to post or send to us comments, information, ideas, concepts, reviews, or techniques and other material relating to EkonomX and our Products and Services (each a “Response”).
- b. You are not permitted to post Responses that contain: harsh, profane or discriminatory language; illegal, obscene, threatening, defamatory or otherwise objectionable content; URLs, phone numbers, mailing or e-mail addresses, and

other personal information; misleading information regarding the origin of the Response; or a discussion of the Company's policies or services. We do not regularly review the Responses posted on our Site. However, we reserve the right to reject, remove or edit any such Responses at any time without notice to you. You understand and agree that we may, but are not obligated to, review Responses and may delete or remove them (without notice to you) in our sole and absolute discretion, for any reason or no reason. In addition, we may use Responses for the purposes set forth under the "Use of Responses: License Grant" section below.

c. Use of Responses: License Grant

i. You agree to license to the Company on a worldwide, perpetual basis, and the Company is free to use, any and all comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us (each a "Response"), without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing, marketing and advertising courses or products and creating, modifying or improving the Site, EkonomX or our other EkonomX Products and Services. Furthermore, by posting any Response on our Site, submitting a Response to us via this Site, our customer call center, by mail or email, or in responding to questionnaires, you grant us a perpetual, worldwide, non-exclusive, royalty-free irrevocable license, including the right to sublicense such right, and right to display, use, reproduce or modify the Response submitted in any media, software or technology of any kind now existing or developed in the future.

ii. By submitting a response, you understand and agree that you are consenting to the release of all information provided in your response, including your rating of a product or service, to a public forum, including other users of our Site. If you do not want your responses to be shared in a public forum, do not use the response feature on our Site.

9. Customer Support. To find more information about our SAAS Educational Platform and its features, or if you need assistance with your account, please visit our [FAQ page \(visit EkonomX.com and login\)](#). In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will control.

10. Use of The EkonomX Website (“Site”) Access to our EkonomX Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the SAAS Educational Platform we provide on our Site without notice. We will not be liable if for any reason our Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Site, or our entire Site. We have the right to terminate your access to the Site if we determine that you have failed to comply with any of the provisions of these Terms of Use. You are solely responsible for keeping confidential any password you may be granted to access our Site. We advise you not to share your password, payment methods or any other information associated with our Site or your account with anyone.

By accessing our Site you agree to use our Site, including all the features and functionalities associated therewith and all content and software associated therewith, in accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on the use of the SAAS Educational Platform or associated content. In addition, the following restrictions apply to your use of our Site:

(a) You shall not upload, post, email or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with our Site;

(b) You shall not to interfere with the servers or networks connected to any portions of our Site or to violate any of the procedures, policies or regulations of networks connected to our Site;

(c) You shall not to impersonate any other person while using our Site or conduct yourself in a vulgar or offensive manner while using our Site;

(d) You shall not attempt to gain unauthorized access to our Site, the server on which our Site is stored or any server, computer, or database connected to our Site;

(e) You shall not use our Site in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

(f) You shall not use our Site to send, knowingly receive, upload, download, use or reuse any material which does not comply with these Terms of Use;

(g) You shall not use our Site to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); and

(h) You shall not use our Site to knowingly transmit any data; send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other malicious or harmful programs or similar computer code designed to attack our Site (via a denial-of-SAAS Educational Platform attack or a distributed denial-of SAAS Educational Platform attack); or otherwise adversely affect the operation of any computer software or hardware.

11. Use of Our Streaming Service We provide EkonomX through streaming SAAS Educational Platform technology over the internet to certain devices (referred to as “Streaming Service”). We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate our Streaming Service. Any description of how Streaming SAAS Educational Platform works should not be considered a representation or obligation with respect to how the SAAS Educational Platform will always work. We are constantly making adjustments to Streaming SAAS Educational Platform and



often these adjustments are not completely captured within these Terms of Use.

(a) Availability of Streaming Service:

The availability and quality of Streaming SAAS Educational Platform will change from time to time, and from country to country. The quality of Streaming Services may vary from computer to computer, and device to device, and country to country, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your internet connection. Frequently starting and stopping Streaming SAAS Educational Platform will result in a minor increase to the amount of data the Company streams to you per hour. You are responsible for ensuring that you have internet access and for all internet access charges. Please check with your internet provider for information on possible Internet data usage charges. The Company makes no representations or warranties about the quality of Streaming Service.

Streaming SAAS Educational Platform may be unavailable to you from time to time in connection with maintenance or for other technical or non-technical reasons, and, as a result, without prior notice to you, the EkonomX SAAS Educational Platform ordinarily available via Streaming SAAS Educational Platform may be temporarily unavailable.

Some, but not all, of our EkonomX content delivered through our Streaming SAAS Educational Platform will be in HD. HD SAAS Educational Platform availability is subject to your internet SAAS Educational Platform and device capabilities.

(b) Initiation of Streaming Service:

The amount of time it takes to initiate Streaming SAAS Educational Platform on a device will vary based on a number of factors, including your country, your location, available bandwidth at the time, the particular Product or SAAS Educational Platform you have selected and the configuration of your device. In addition, you must be connected to the internet throughout the period in which you are accessing Streaming Service.

(c) Geographic Limitations:

You may access Streaming SAAS Educational Platform only in geographic locations where we offer Streaming Service. In addition, the content that may be available to watch may vary by geographic location.

(d) Software for Accessing Streaming Service:

Streaming SAAS Educational Platform software is licensed to the Company and is designed to enable streaming of content from the Company to certain devices. This software is licensed or sub-licensed to you by the Company pursuant to these Terms of Use and solely for the purpose of using Streaming SAAS Educational Platform and for no other purpose whatsoever. We do not warrant the performance of this software, including its continuing compatibility with our Service. You may not copy or reproduce the software nor decompile, reverse engineer, disassemble, modify or prepare derivative works of any of the software, or any portion thereof. Any unauthorized use of the software is strictly prohibited.

By using Streaming Service, you acknowledge and agree to receive, without further notice or prompting, updated versions of the software related to the Streaming Service. If you do not accept the foregoing terms, do not use the Streaming Service. We do not warrant that any of the software used and or licensed in connection with Streaming SAAS Educational Platform will be compatible with other third party software nor do we warrant that operation of Streaming SAAS Educational Platform and the associated software will not damage or disrupt other software or hardware. In addition, we do not take responsibility or otherwise warrant the performance of devices used in connection with Streaming Service, including the continuing compatibility of the device with our service. By using Streaming Service, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with Streaming Service. Any issues related to Streaming Service, including any system requirements, are covered and limited by these Terms of Use.

12. Use of Cookies This Site uses cookies and may also use the services of third-party providers that deploy cookies in connection with their services. By using this Site, you consent to the placement of cookies on any device used to access our Site.

13. Consent to Cross-border Transfers You acknowledge that the data collected via our Site will be stored in servers located within the United States, but may be distributed worldwide. Further, you acknowledge that your personal information may, at times, be accessible by individuals

located worldwide, including in countries that may not provide the same level of data protection as in your country. By providing us with your personal information, you agree and consent to our use of such data and/or personal information in accordance with our [Privacy Policy \(see EkonomX.com footer\)](#), including, without limitation, the transfer of your personal information across international boundaries.

14. Linking to and Links from Our Site Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have not reviewed the content of those web sites and have no control over the content of those websites or resources, and accept no responsibility for them or for any loss, damage or effect that may arise from your use of them. We are not responsible for and do not endorse or warrant any materials, information, goods or services available through any linked websites. These third party websites have separate and independent privacy statements, notices and terms of use, which we recommend you read carefully.

15. Intellectual Property

(a) Trademarks.

The trademarks, trade names, trade dress, logos, and SAAS Educational Platform marks (collectively, the "Trademarks") displayed on this Site (including but not limited to, The Great Courses, EkonomX and EkonomX) are registered and/or unregistered Trademarks of the Company, a Company affiliate, or such third party that may own the displayed Trademarks. Nothing contained on this Site or in the Terms serves to grant to you, by implication or otherwise, any



license or right to use any Trademark displayed on this Site without the written permission of the Company or such third party that may own the displayed Trademarks.

(b) Site Contents and Copyright.

The text, Trademarks, logos, images, graphics, photos, video files, audio files, application functionality, or any other digital media associated with EkonomX, made available through our Site and their arrangement on this Site (“Company Intellectual Property”) are owned by the Company, or are licensed to the Company, and are subject to patent, copyright, trademark and other intellectual property protection. Company Intellectual Property may not be copied for commercial use or distribution or public performance, nor may Company Intellectual Property be modified, processed, or reposted to other websites for commercial or public performance purposes without our prior express written permission. Access is granted to this Site solely for your use of EkonomX for personal entertainment, information, education and communication with the Company. All rights in Company Intellectual Property are reserved by and to the Company. You are not permitted to capture, modify, reuse or retransmit copies of Company Intellectual Property, or to use any illustrations, photographs, video, music or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on our Site or in EkonomX content must always be acknowledged.

(c) If you print off, copy, download or otherwise use any part of our Site, our EkonomX SAAS Educational Platform or our other Products or Services in breach of these Terms Of Use,

your right to use our Site and the EkonomX SAAS Educational Platform will cease immediately and you must, at our option, return, discontinue use, or destroy any copies of the materials you have made. In addition, the Company reserves all rights to pursue any and all of its available legal remedies to address and remedy the breach.

16. Copyrights and Digital Millennium Copyright Agents.

a. Pursuant to our rights under the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. §512, we have designated copyright agent to receive copyright infringement notices for claims of infringement related to materials found on this Site or associated with the EkonomX SAAS Educational Platform. Our copyright agent is our Manager/Legal & Contract Services, who can be reached at: P.O. Box 6101, Miramar Beach, Florida 32550 or via email at legal@EkonomX.com

b. DMCA Infringement Notification.

To be effective, your infringement notification must include the following:

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(iii) Identification of the material or content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or have access disabled, and information reasonably sufficient to permit us to locate the material;

(iv) Information reasonably sufficient to permit us to contact the complaining party, including address, telephone number and email address where the complaining party may be contacted;

(v) The following statement: “I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law”; and

(vi) The following statement: “The information in this notification is accurate, and under penalty of perjury, I swear that I am the copyright owner or that I am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”

Upon receipt of the written notification containing the information as outlined in (i) through (vi) above:

A. We will remove or disable access to the content that is alleged to be infringing;

B. We will forward the written notification to the alleged infringer; and

C. We will take reasonable steps to promptly notify the alleged infringer that we have removed or disabled access to the content.

c. DMCA Infringement Counter Notification

Pursuant to the DMCA, after the alleged infringer receives a notice of infringement from Company, the alleged infringer will have the opportunity to respond to Company with a counter notification (“Counter Notification”). To be effective, a Counter Notification must be a written communication provided to Company’s designated copyright agent, and must include the following:

(i) A physical or electronic signature of the person providing the Counter Notification;

(ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;

(iii) The following statement: “I swear under penalty of perjury that it is my good faith belief that the material identified above was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;” and

(iv) The subscriber’s name, address, and telephone number, and a statement that the Account Holder consents to the jurisdiction of the federal district court for the judicial district in which the subscriber’s address is located, or if the subscriber’s address is outside of the United States, or any judicial district in which Company may be found, and that the Account Holder will accept SAAS Educational Platform of



process from the person who provided notification or an agent of such person.

Upon the copyright agent's receipt of a Counter Notification containing the information as outlined in (i) through (iv) above, the DMCA provides that the removed material will be restored or access re-enabled and we will comply with this requirement as required by law, provided that the designated agent has not received notice from the original complaining party that an action has been filed seeking a court order to restrain the Account Holder from engaging in infringing activity relating to the material on our network.

17. Disclaimers/Limitations of Liability/Indemnity

(a) Disclaimers of Warranties and Limitations of Liability

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED ON OUR SITE, EkonomX AND OUR PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO EkonomX, OUR SITE, OUR PRODUCTS, AND ALL AND SOFTWARE ASSOCIATED THEREWITH. THE COMPANY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF EkonomX, OUR PRODUCTS OR OUR STREAMING SAAS EDUCATIONAL PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT THE COMPANY MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF EkonomX, OUR PRODUCTS OR OUR STREAMING SERVICE, INCLUDING FEATURES, WITHOUT COMPENSATION OR NOTICE TO



YOU. THE COMPANY SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF DEVICES IN CONNECTION WITH EkonomX, OUR PRODUCTS OR OUR STREAMING SERVICE. WITHOUT LIMITING THE FOREGOING, WE AND OUR LICENSORS ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY OF THE FOLLOWING: (I) ANY FAILURE OR INTERRUPTION IN THE AVAILABILITY OF STREAMING SERVICE, (II) DELIVERY AND OR DISPLAY OF ANY CONTENT CONTAINED ON OUR SITE OR OTHERWISE THROUGH STREAMING SERVICE; AND (III) ANY LOSSES OR DAMAGES ARISING FROM THE USE OF THE PRODUCTS OR SERVICES PROVIDED ON OUR SITE, THROUGH STREAMING SAAS EDUCATIONAL PLATFORM OR OTHERWISE, INCLUDING ANY LOSSES OR DAMAGES ARISING FROM DOWNLOADING OF RELATED SOFTWARE, DOWNLOADING AND/OR USE OF ANY OTHER SOFTWARE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED ON OUR SITE, TO THE EXTENT ALLOWABLE BY LAW, WE AND OUR LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT REPRESENT OR GUARANTEE THAT YOUR USE OF OUR PRODUCTS OR THE STREAMING SAAS EDUCATIONAL PLATFORM WILL BE FREE FROM INTERRUPTION, LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION AND WE DISCLAIM ANY LIABILITY WITH RESPECT THERETO. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY OR AN AUTHORIZED REPRESENTATIVE OF THE COMPANY SHALL CREATE A WARRANTY OR OTHERWISE



CONSTITUTE A REPRESENTATION BINDING UPON THE COMPANY.

IN NO EVENT SHALL THE COMPANY, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF EkonOmX, OUR PRODUCTS OR SERVICES, OUR SITE, AND ALL CONTENTS AND SOFTWARE ASSOCIATED THEREWITH. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR DAMAGES FOR LOSSES ARISING FROM THE USE OR INABILITY TO USE EkonOmX, OUR PRODUCTS OR SERVICES, OUR SITE, AND ALL CONTENTS AND SOFTWARE ASSOCIATED THEREWITH EXCEED THE PRICE OF THE EkonOmX SAAS EDUCATIONAL PLATFORM YOU PURCHASED. IN THE EVENT THAT A CLAIM DOES NOT RELATE TO A PRODUCT OR SERVICE, OUR TOTAL LIABILITY TO YOU FOR ANY RELATED DAMAGES SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION OR OTHER SECTIONS OF



THESE TERMS OF USE, INCLUDING ANY PORTION OF THE [PRIVACY POLICY \(see EkonomX.com footer\)](#), TO BE UNENFORCEABLE, THEN THOSE PORTIONS DEEMED UNENFORCEABLE SHALL BE SEVERED AND THE TERMS OF USE SHALL BE ENFORCED ABSENT THOSE PROVISIONS AND ANY LIABILITY TO THE COMPANY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE COMPANY'S, ITS AFFILIATES', AGENTS', LICENSORS' AND SUPPLIERS' DAMAGES IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Commentary, testimonials, reviews, and other materials posted on our Site along with the Products and Services themselves are not intended to constitute guarantees or advice on which reliance should or can be placed. We disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Site, or by anyone who may be informed of any of its contents. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

(b) Indemnity

You agree to defend, indemnify and hold harmless the Company, its parent, its affiliates and subsidiaries, and its and their officers, directors, employees, contractors and agents, from and against any and all claims, damages,

obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your use of EkonomX Service; (ii) your use of and access to the Site; (iii) your violation of any term of these Terms of Use; (iv) your violation of any third party rights, including without limitation any intellectual property rights, property, or privacy right; or (v) any claim that any Response submitted by you causes damage to a third party. This defense and indemnification obligation will continue during and after your Software as a Term and will survive your use of EkonomX and this Site.

18. Transfer of Rights and Obligations

These Terms of Use are binding on you and the Company and on our respective successors and assigns.

You may not transfer, assign, change, or otherwise dispose of these Terms of Use, or any of your rights or obligations arising under them, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of these Terms of Use, or any of our rights or obligations arising under them, at any time.

19. Waiver

If we fail, at any time to insist upon strict performance of any of your obligations under our agreement with you or any of these Terms of Use, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms of Use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these Terms of Use shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

20. Severability

If any of these Terms of Use or any provisions of our agreement(s) with you are determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision will to that extent be severed from the remaining terms, conditions, and provisions which will continue to be valid to the fullest extent permitted by law.

21. Notice and Consent to Electronic Communications.

When you visit this Site or send e-mails to us, you are communicating with us electronically. By using this Site, you consent to receive communications from us electronically, including, without limitation, e-mail and text messages. We may communicate with you by e-mail, text messaging or by posting notices to your account on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement for enforceability purposes, including the enforcement of electronic signatures.

22. Law and Jurisdiction

Agreements for the purchase of EkonomX or other EkonomX Products and Services through our Site, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), will be governed by and construed in



accordance with the laws of the state of New York, without regard to conflict of law provisions, and shall be subject to the exclusive jurisdiction and venue of the federal and state courts located in Fairfax County, Virginia.

23. Entire Agreement

These Terms of Use and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter and supersede any prior agreement, understanding, or arrangement between us, whether oral or in writing.

Effective: September 1st, 2019