

VLC Terms of Use

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ACCEPTANCE OF TERMS

The services, products, and websites ("services") provided by Vertical Learning Curve ("VLC") and available at www.VLCglobal.com are owned and operated by Vertical Learning Curve, an Oklahoma limited liability corporation, and is accessed by you under the Terms of Use described below ("Terms of Use").

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING ANY VLC SERVICES. BY ACCESSING THIS SITE OR USING ANY PART OF THE SITE OR ANY CONTENT OR PRODUCTS OR SERVICES ON OR VIA THE SITE, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS THE SITE OR USE THE CONTENT OR ANY SERVICES IN THE SITE. VLC'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THESE TERMS AND CONDITIONS, TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS AND CONDITIONS ARE CONSIDERED AN OFFER BY VLC, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

MODIFICATIONS OF TERMS OF USE

VLC reserves the right, at its sole discretion, to modify or replace the Terms of Use at any time. If the alterations constitute a material change to the Terms of Use, VLC may notify you via email. What constitutes a "material change" will be determined at VLC's sole discretion, in good faith and using common sense and reasonable judgment. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Services by you following such notification constitutes your acceptance of the terms and conditions of the Terms of Use as modified.

We have the right, but not the obligation, to take any of the following actions at our sole discretion at any time and for any reason without giving you any prior notice:

- Restrict, suspend, or terminate your access to all or any part of our Services;
- Change, suspend, or discontinue all or any part of our Services;
- Refuse, move, or remove any material that you submit to us;
- Refuse, move, or remove any content that is available via VLC;
- Deactivate or delete your accounts and all related information and files in your account;
- Establish general practices and limits concerning use of our sites.

You agree that we will not be liable to you or any third party for taking any of these actions.

You understand and agree that our Services may include communications such as service announcements and administrative messages in email or other form from us or from our partners and that these communications are considered part of the Services. You also understand that our Services may include advertisements.

LINKING TO THIS SITE

All links to VLC websites must be approved in writing by VLC, except that VLC consents to links in which the link and the pages that are activated by the link do not: create frames around any page on this Website or use other techniques that alter in any way the visual presentation or appearance of any content within this site; misrepresent your relationship with VLC; imply that VLC approves or endorses you, your Website, or your service or product offerings; and present false or misleading impressions about VLC or otherwise damage the goodwill associated with the VLC name or trademarks. As a further condition to being permitted to link to this site, you agree that VLC may at any time, in its sole discretion, terminate permission to link to this Website. In such event, you agree to immediately remove all links to this Website and to cease using any VLC trademark.

PRIVACY POLICY

All of the information that we collect from you, such as registration information, is subject to our privacy policy. Please see our full [Privacy Policy](#).

ACADEMIC MISCONDUCT POLICY

Any form of academic misconduct is considered a breach of these terms and conditions.

If you are a student enrolled in an accredited university, you are subject to all policies, requirements, prohibitions, and/or arrangements of that university. The university may require you to sign a legally binding academic conduct agreement under applicable U.S. and/or international law. VLC reserves the right to terminate any user's account(s), and ban any future account(s), from VLC courses, websites, databases, and other VLC systems on grounds of Academic Misconduct.

VLC defines academic misconduct as the following:

“Academic Misconduct” includes, but is not limited to, cheating, plagiarism, collusion, falsifying academic records, and any act designed to give an unfair academic advantage to the student or the attempt to commit such an act. Examples of academic misconduct include but are not limited to:

- copying from another student's exams or assignments;
- allowing another student to copy from exams or assignments;
- failing to thoroughly follow requirements related to the preparation and presentation of work, including group projects; submitting the work of another for credit as one's own; collaborating during a test or examination; stealing, buying, or otherwise obtaining all or part of a test or exam;
- substituting for another student or permitting any other person to substitute for oneself in order to take a test or exam or assignment;
- submitting work prepared totally or in part by another for yourself; selling, giving, or otherwise supplying to another student for use in fulfilling academic requirements any work;
- attempting to by any means to change a grade in a grading system (database, data transmission, etc.);

- changing, altering, or being an accessory to changing and/or altering a grade; entering into an arrangement with an instructor to receive a failing grade or any other reduced grade in a Module, Course, test, exam, or any assignment in lieu of being charged with academic misconduct;
- committing plagiarism;
- violating any applicable professional code of ethics or conduct while enrolled in a course of study designed to qualify the student for diploma or certification in an academic discipline or profession; or
- attempting to commit, or assisting someone in the commission or attempted commission of an offense listed above.

USER CONDUCT

If we request registration information from you, you will provide us with true, accurate, current, and complete information. You will promptly update your registration to keep it accurate, current, and complete. If we issue you a password, you may not reveal it to anyone else. You may not use anyone else's password. You are responsible for maintaining the confidentiality of your accounts and passwords. You agree to immediately notify us of any unauthorized use of your passwords or accounts or any other breach of security via support@VLCglobal.com. You also agree to exit/logout from your accounts at the end of each session. We will not be responsible for any loss or damage that may result if you fail to comply with these requirements.

The technology and the software underlying our Services is the property of VLC. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying our Services. You agree not to modify the software underlying our Services in any manner or form or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to our Services.

Without limiting the foregoing, you agree that you will not use our sites to take any of the following actions:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
- Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;
- Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, our sites, any software or hardware, or telecommunications equipment;
- Advertise or offer to sell any goods or services for any commercial purpose unless you have our written consent to do so;
- Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
- Download any file that you know or reasonably should know cannot be legally obtained in such manner;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
- Restrict or inhibit any other user from using and enjoying any public area within our sites;
- Collect or store personal information about other end users;
- Interfere with or disrupt our sites, servers, or networks;
- Impersonate any person or entity, including, but not limited to, a VLC representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through our sites or to manipulate your presence on our sites;
- Take any action that imposes an unreasonably or disproportionately large load on our infrastructure;

- Engage in any illegal activities.

You agree to use our bulletin board services, chat areas, news groups, forums, communities and/or message or communication facilities (collectively, the "Forums") only to send and receive messages and material that are proper and related to that particular Forum.

If you choose a username that, in our sole discretion, is obscene, indecent, abusive or that might otherwise subject us to public disparagement or scorn, we reserve the right, without prior notice to you, to automatically change your username, delete your posts from our sites, deny you access to our sites, or any combination of these options.

Unauthorized access to our sites is a breach of these Terms and a violation of the law. You agree not to access our sites by any means other than through the interface that is provided by VLC for use in accessing our sites. You agree not to use any automated means, including (without limitation) agents, robots, scripts, or spiders, to access, monitor, or copy any part of our sites, except those automated means that we have approved in advance and in writing.

Use of our sites is subject to existing laws and legal process. Nothing contained in these Terms shall limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of our sites.

TRADEMARKS

All VLC graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks, or trade dress of VLC in the U.S. and other countries. VLC's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion.

INTELLECTUAL PROPERTY RIGHTS

You acknowledge that VLC owns all right, title, and interest in and to VLC Services, including without limitation all intellectual property rights are protected by U.S. and international intellectual property laws. Accordingly, you

agree that you will not copy, reproduce, alter, modify, or create derivative works from the Services.

DISCLAIMER OF WARRANTY

Use of VLC services is at your sole risk. All materials, information, products, software, programs, and services are provided "as is," with no warranties or guarantees whatsoever. VLC expressly disclaims to the fullest extent permitted by law all express, implied, statutory, and other warranties, guarantees, or representations, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary and intellectual property rights. Without limitation, VLC makes no warranty or guarantee that this website will be uninterrupted, timely, secure, or error-free.

YOU UNDERSTAND AND AGREE THAT IF YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, OR SERVICES, YOU DO SO AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT, INCLUDING LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

IN NO EVENT WILL VLC BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER RELATED TO OR ARISING FROM THIS WEBSITE OR ANY USE OF ANY VLC SERVICES, OR OF ANY SITE OR RESOURCE LINKED TO, REFERENCED, OR ACCESSED THROUGH THIS WEBSITE, OR FOR THE USE OR DOWNLOADING OF, OR ACCESS TO, ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR LOSS OF PROGRAMS OR OTHER DATA, EVEN IF VLC IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND WAIVER OF

LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES.

Additional or different terms, conditions, and notices may apply to specific materials, information, products, software, and services offered through this Website. In the event of any conflict, these Terms of Use will prevail over such additional or different terms, conditions, and notices.

CHOICE OF LAW AND JURISDICTION

These Terms of Use will be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to its conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding, or litigation arising in connection with VLC Services will be brought solely in Oklahoma County, Oklahoma, and you consent to the jurisdiction of such courts.