

## TERMS OF USE

### NOTICE

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### TERMS OF USE

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**1. Restrictions.** ABC Word Academy owns all material used on the Site. All information is provided solely for the personal, non-commercial use of users of the Site. All materials appearing on the Site (including but not limited to floor plans, designs, and elevations) are the creation of ABC Word Academy and are protected by all applicable copyright and trademark law or are used with the consent of the original owner or creator of the material. Nothing appearing on the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without ABC Word Academy's or the copyright owner's express, written permission. ABC Word Academy hereby grants its permission to display, copy, distribute, and download the materials on the Site for personal, non-commercial use only, provided the materials are not modified and that all copyright and other proprietary notices contained in the materials are retained. This permission terminates automatically if you violate any of these terms or conditions. Upon termination, you must immediately destroy all downloaded and printed materials. Any unauthorized use of any material in this site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

**2. Limitation on Use and Liability.** ABC Word Academy does not make any warranties or representations regarding the materials contained on the Site.

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**3. DISCLAIMER.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU HEREBY WAIVE, DISCLAIM, AND RELEASE ABC Word Academy, and ITS PAST, PRESENT, AND FUTURE PREDECESSORS, SUCCESSORS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, FORMER EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OWNERS, REPRESENTATIVES, ATTORNEYS, AGENTS, AND ASSIGNS FROM ANY AND ALL CLAIMS FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ATTORNEYS' FEES AND COSTS, AND CLAIMS FOR INTEREST, RELATED DIRECTLY OR INDIRECTLY TO OR ARISING FROM YOUR ACCESSING THE SITE OR THE USE OR NON-USE OR INABILITY TO USE ANY OF THE MATERIALS CONTAINED THEREIN, EVEN IF ABC Word Academy OR A ABC Word Academy AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE IS CAUSED IN WHOLE OR IN PART BY ABC Word Academy's GROSS NEGLIGENCE OR ITS NEGLIGENCE. WITHOUT LIMITING THE FOREGOING, ALL MATERIALS AND INFORMATION ON THE SITE ARE PROVIDED TO YOU "AS-IS" AND "WHERE-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IF YOUR USE OF THE SITE RESULTS IN THE NEED FOR SERVICING, REPAIR, OR CORRECTION OF EQUIPMENT OR DATA, YOU WILL ASSUME THOSE COSTS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE DISCLAIMER, LIMITATIONS, OR EXCLUSIONS, MAY NOT APPLY TO YOU. EXCEPT AS STATED HEREIN, USE OF THE SITE DOES NOT CREATE ANY CONTRACT, AGREEMENT, RIGHTS, OR LEGAL OBLIGATIONS

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**4. Internet Links.** The Site contains links to other internet websites maintained by third parties. These links are not endorsements of any products or services contained in those sites, and no information in those sites has been endorsed or approved by ABC Word Academy. Accordingly, you agree that ABC Word Academy is not responsible for any content, product, or services provided on these other internet websites. Likewise, you agree that ABC Word Academy is not liable for the content, products, or services of other internet websites that link to the Site. Linking to the Site via framing or deep-linking is expressly prohibited. To the extent applicable, you are responsible for complying with all local laws regarding material obtained from the Site or other linked sites.

Links on the Site to other websites not owned by ABC Word Academy likely have their own terms, conditions, and privacy policy that may differ from that of ABC Word Academy. We do not have any control over, or responsibility for, the content or operation of these other websites. Each such website may collect information about you and your usage of that website and have information sharing policies that differ from those of ABC Word Academy. The use of such websites is at your own risk.

**5. Governing Law.** This Agreement will be governed by, construed by, and enforced in accordance with, and subject to, the laws of the State of Texas, except to the extent superseded or preempted by the laws of the United States of America. If any provision of this Agreement is deemed invalid, unlawful, unenforceable, or void, you and ABC Word Academy agree that the validity and enforceability of the remaining provisions shall remain in full force and effect. By using the Site, you agree to submit to the exclusive jurisdiction of the Texas state courts located in Harris County, Texas, or the United States District Court for the Southern District of Texas to resolve any disputes arising out of your use of the Site or any interaction with ABC Word Academy regarding the Site.

**6. Binding Effect.** This Agreement shall be binding upon and insure to the benefit of the parties thereto and their respective heirs, representatives, successors, and assigns.

**7. Termination.** This Agreement shall remain in force and effect until terminated by ABC Word Academy. In the event of termination of this Agreement, all restrictions imposed upon you herein, including all disclaimers, waivers, releases, and limitations of liability, shall survive.

**8. Revisions.** ABC Word Academy may from time to time revise this Agreement. By using this Site, you agree to be bound by any such revisions and should therefore, periodically visit this page to determine the then current Agreement and Terms of Use to which you are bound. Because of the frequency of updates and changes and the possibility of errors, nothing on the Site may be used as evidence in any legal proceeding, investigation, or arbitration without ABC Word Academy' express written consent. ABC Word Academy has the right to stop conduct on the Site that it deems offensive or that it determines to inhibit the ability of others to use the Site. ABC Word Academy has the right to take action, including immediate termination without notice, against any user who misuses the Site or fails to abide by this Agreement. If ABC Word Academy becomes aware of any unlawful activity on the Site, it reserves the right to notify appropriate authorities about such activity.

**9. Employment at ABC Word Academy.** ABC Word Academy is an Equal Opportunity Employer who recruits, hires, and promotes employees and makes all employment decisions without regard to race, color, religion, sex, age, disability, national origin, citizenship, military commitment or service, genetic information, sexual orientation, gender identity, or any other characteristic protected by federal, state or local law. Nothing herein shall be construed as creating an offer of employment or a modification of any terms of employment of existing ABC Word Academy's employees. All ABC Word Academy employees are at-will employees who may be terminated or who may resign at any time, with or without reason, with or without cause, and with or without notice.

**10. Privacy Policy.** The information we receive from you when you visit the Site depends on what you do when you visit the Site.

If you visit the Site to browse, read, or download information: We may collect and store the name of the domain and host from which you accessed the Site (e.g., google.com); the internet protocol (IP) address of the computer you are using; the browser software you use and your operating system; the date and

time you access the Site; the internet address of the website from which you accessed the Site, and your activity on the Site (“Web Analytics Information”).

We may also collect anonymous location, demographic and personal interest information about you (“Anonymous Information”). To understand the Anonymous information we may obtain about you, you may visit <https://support.google.com/analytics/answer/2799357?hl=en>. We may use third parties, such as Google Analytics, to collect Anonymous Information. To learn more about how Google collects and processes Anonymous Information and the choices Google may offer to control these activities, you may visit <http://www.google.com/intl/en/policies/privacy/partners/>. You can “opt-out” of our collection of Anonymous Information by installing the Google Analytics browser add on by visiting <https://tools.google.com/dlpage/gaoptout>.

ABC Word Academy collects Web Analytics Information and Anonymous Information to (1) optimize and/or customize future visits, (2) understand the size of our audience, (3) analyze the traffic patterns within the Site, (4) provide you with customized/targeted content and advertising, (5) conduct research to improve the Site services, and search engine optimization, (6) ask you to review your ABC Word Academy experience, and (7) to fulfill your requests for products and services. In some cases we may combine Web Analytics Information and Anonymous Information. Web Analytics Information and Anonymous Information may be shared with third parties that assist us with advertising, marketing, and operation of the Site. We may also provide Web Analytics Information and Anonymous Information to our employees, subsidiaries, affiliates, vendors, and other third parties.

We may use "cookies," which are small files sent to and stored on your computer in order to recognize your computer as a unique machine and to collect Web Analytics Information and Anonymous Information. Cookies are also utilized by Google to help serve ads it displays on websites using Google AdSense. Cookies will allow us to recognize you when you return to the Site. You can set your browser and utilize Ad Settings to warn you when a website attempts to place a "cookie" on your computer for both Web Analytics Information and Anonymous Information. Several options are also available to “opt-out” of Google AdSense by visiting [https://support.google.com/adsense/answer/1348695?hl=en&ref\\_topic=1271507](https://support.google.com/adsense/answer/1348695?hl=en&ref_topic=1271507).

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**11. INFORMATION FROM CHILDREN.** This Site contains general information not directed towards children under the age of 18. ABC Word Academy complies with the Children’s Online Privacy Protection Act and does not permit registration by and does not knowingly collect personally identifiable information from children under the age of 13. Children under the age of 13 should not use this Site, and ABC Word Academy encourages parents to supervise their children while online.

**12. ENTIRE AGREEMENT.** These Terms of Use constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Use will be effective only if in writing and signed by ABC Word Academy.

**13. EFFECTIVE DATE.** This privacy policy is effective as of June 15, 2022.