

## Terms and Conditions

Last updated: September 30, 2020

The following are the terms and conditions of this Agreement between the User and UstartTeaching Inc. (UST).

## Interpretation and Definitions

### Interpretation

The words in which the initial letter is capitalized have meanings as defined below. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms and Conditions:

- **Country** refers to Wyoming, United States
- **Organization** (referred to as either “We”, “ Us”, or “Our” in this agreement) refers to UstartTeaching Inc.
- **Device** means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- **Service** refers to the Website.
- **Terms and Conditions** (also referred to as “Terms”) mean these Terms and Conditions that form the entire agreement between You and the Organization regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to UST, accessible from [www.youthteaching.org](http://www.youthteaching.org).
- **User** (also referred to as “You”) means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

### User Account, Username, and Password

During registration you must select an email address to be used as Username, and a Password. The User is responsible for retaining the Username and Password in confidence. The User is responsible for all activities that occur using this Username and Password. The User agrees to immediately notify us of any unauthorized use of the Username and Password, and to log out after each session.

### User Conduct

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials (Content), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that the User, and not UST, is entirely responsible for all Content that the User uploads, posts, e-mails, transmits, or otherwise makes available via the Services. While we make reasonable efforts not to allow offensive, indecent, or objectionable material on this site, by using the Services, the User may be exposed to Content that is offensive, indecent or objectionable, though it is very unlikely. Under no circumstances will UST be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed, transmitted, or otherwise made available via the Service.

## **Acknowledgment**

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Organization. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the [Privacy Policy](#) of the Organization. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## **Links to Other Websites**

Our Service may contain links to third-party websites or services that are not owned or controlled by the organization.

The Organization has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Organization shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

## **Termination**

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, Your right to use the Service will cease immediately.

## **Time Limitations**

Regardless of any statute or law to the contrary the parties agree that any claim or cause of action arising out of this Agreement or related to the Services must be filed within one year after such claim or cause of action arises or forever be barred.

## **Waiver**

The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

## **Enforceability**

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by the provision which, being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

## **Warranties**

Without limiting the foregoing, UST makes any representation or warranty of any kind, express or implied that the Services will meet your requirements, the Services will be uninterrupted, timely, secure, or error-free, the results that may be obtained from the use of the Services will be accurate or reliable, the quality of any products, Services, information, or other material purchased or obtained by you through the Services will meet your expectations, and any errors in the software will be corrected.

## **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall the Organization or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of these Terms and Conditions), even if the Organization or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

## **Assignments**

Neither party may assign or delegate any or all of its rights or its duties or obligations hereunder without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that either party may assign this Agreement, without the need to obtain consent of the other party, to an affiliate of such party or to a successor in interest to substantially all of the business of that party to which this Agreement relates. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement. An assignment which is in violation of this Agreement is void.

## **No Construction Against Drafter**

If an ambiguity or question of intent arises with respect to any provision of this Agreement, the Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement.

## **Force Majeure**

Either party shall be excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control either of the excused party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather, or shortage of labor or fuel or raw materials.

## **Use of Content**

All materials and resources presented on or accessed through the Services are provided by UST as a service to users and may be used for information purposes only. UST assumes no responsibility for errors or omissions in these materials. UST makes no commitment to update the information contained herein.

## **Limits for Data Storage and Use**

UST may establish general practices and limits concerning use of the Services, including without limitation the maximum number of days that any Content contributed by you will be retained by the Services, the maximum disk space that will be allotted on UST server space on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Services in a given period of time. UST has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or

transmitted by the Service. UST reserves the right to terminate accounts that are inactive for an extended period of time.

## **No Sale or Use**

The User agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services. This does not apply to the resale of any books purchased by the User.

UST reserves the right to terminate, without prior warning, the access of any User to any Service or Content, for violation of any of the above Terms, or for any other reason at UST's sole discretion.

## **Copyright Infringement Claims**

If you believe that any material on this web site is an infringement of your copyright, you must notify us in writing via Mail or email as listed below:

### **Mail:**

UstartTeaching Inc

Attn: Designated Copyright Agent

30 N Gould St. STE N

Sheridan, WY 82801

**Email:** [ust@youthteaching.org](mailto:ust@youthteaching.org)

Your notification must contain all of the following elements, in accordance with Title 17 Section 512(c)(3)(A) of U.S. Code:

- (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 that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- (iv) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (v) A statement that the complaining party has 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.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of a bona fide notification of copyright infringement that contains all of the above elements, UST will remove the allegedly infringing material and notify the User who provided the material. Users who repeatedly post Content that infringe on other entities' copyrights are subject to having their UST access terminated.

## **Governing Law**

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## **Disputes Resolution**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Organization.

## **Attorneys' Fees**

If any legal action is brought to construe or enforce any provision of this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees and court costs in addition to any other relief it may receive.

## **Severability and Waiver**

### **Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## **Translation Interpretation**

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

### **Changes to These Terms and Conditions**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

### **Contact Us**

If you have any questions about these Terms and Conditions, You can contact us via mail or email as listed below:

**Mail:**

UstartTeaching Inc

Attn: Designated Copyright Agent

30 N Gould St. STE N

Sheridan, WY 82801

**Email:** [ust@youthteaching.org](mailto:ust@youthteaching.org)