

Terms and Conditions

Effective June 01, 2022

Agreement between User and The Spelling Lab

The Spelling Lab website is comprised of various web pages operated by The Spelling Lab. Educational resources housed on The Spelling Lab website are offered to you with the condition of both payment and acceptance without condition or modification of the terms, conditions, and notices contained herein (The Terms). Your use of www.spellinglab.net constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Privacy

Your use of www.spellinglab.net is subject to The Spelling Lab's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.spellinglab.net or sending email communication to The Spelling Lab constitutes electronic communication. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

Your Account

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or other electronic device, and you agree to accept responsibility for all activities that occur under your account and/or password. You may not assign or otherwise transfer your account to any other person or entity. You may use your account to broadcast to an in-person audience, not to exceed 40 individuals at any one time, and you may allow individual student use under your supervision. Your account may not be shared between multiple Users as administrators. You acknowledge that The Spelling Lab is not responsible for third party access to your account that results from theft or misappropriation of your account. The Spelling Lab reserves the right to refuse or cancel service, terminate accounts, or remove or edit content at our sole discretion.

Children under 18

Personal accounts are not available for children under the age of 13, and parent/guardian permission is required under the age of 18. We do not collect personally identifiable information for any User beyond chosen login information. We collect this information only to maintain your access to the Site.

Links to Third Party Sites/Third Party Services

www.spellinglab.net may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of The Spelling Lab, and The Spelling Lab is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Spelling Lab is providing these links only as a convenience, and the inclusion of a link does not imply endorsement by The Spelling Lab of the Linked Site or any association with its operators.

Certain services made available via www.spellinglab.net are delivered by third party sites and organizations. By using any product, service, or functionality originating from the www.spellinglab.net domain, you hereby acknowledge and consent that The Spelling Lab may share such information and data with any third party with whom The Spelling Lab has a contractual relationship to provide the requested product, service, or functionality on behalf of The Spelling Lab’s users and customers.

No Unlawful or Prohibited Use of Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.spellinglab.net strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to The Spelling Lab that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site, or interfere with any other party’s use of the Site. 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.

All content included as part of the Service, such as text, graphics, images, logos, as well as the compilation thereof, and any software used on the Site is the property of The Spelling Lab or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. The Spelling Lab content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of The Spelling Lab and copyright owner. You agree that you do not acquire any ownership rights of any protected content.

We do not grant you any licenses, express or implied, to the intellectual property of The Spelling Lab or our licensors, except as expressly authorized by these Terms.

Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, and/or other message or communication facilities designed to enable you to communicate with the public at large, with a group, or with the administrators of the Site (collectively "Communication Services"). You agree to use the Communication Services only to post, send, and receive messages and material that are proper and related to the particular Communication Service.

By the way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes, or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such a manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using an enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including email addresses, without their consent; violate any applicable laws or regulations.

The Spelling Lab has no obligation to monitor the Communication Services. However, The Spelling Lab reserves the right to review materials posted to a Communication Service and to remove any materials at its sole discretion. The Spelling Lab reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Spelling Lab reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or remove any information or materials, in whole or in part, at The Spelling Lab's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The Spelling Lab does not control or endorse the content, messages, or information found in any communication service, and therefore, specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized as The Spelling Lab's spokespersons, and their views do not necessarily reflect those of The Spelling Lab.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction, and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials Provided to The Spelling Lab or Posted on any The Spelling Lab Website

The Spelling Lab does not claim ownership of the materials you provide to The Spelling Lab (including feedback and suggestions) or post, upload, input, or submit to any The Spelling Lab's Site or our associated services ("collectively "Submissions"). However, by posting, uploading, inputting, providing, or submitting your Submission you are granting The Spelling Lab, our affiliated companies and any sublicensees permission to use your Submission in connection with the operation of their Internet businesses, including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Spelling Lab is under no obligation to post or use any Submission you may provide and may remove any Submission at any time at The Spelling Lab's sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input, or submit the Submissions.

Third Party Accounts

You may be able to connect your Spelling Lab account to third party accounts. By connecting your Spelling Lab account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

This Service is controlled, operated, and administered by The Spelling Lab from our office within the USA. If you access the service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use The Spelling Lab's Content accessed through www.spellinglab.net in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

Indemnification

You agree to indemnify, defend, and hold harmless The Spelling Lab, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any Terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations. The Spelling Lab reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with The Spelling Lab in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbiter and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding, or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY

PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and The Spelling Lab agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE SPELLING LAB AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

THE SPELLING LAB AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE SPELLING LAB AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SPELLING LAB AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, OR RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE SPELLING LAB AND/OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

The Spelling Lab reserves the right, at its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas, and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Spelling Lab as a result of this agreement or use of the Site. The Spelling Lab's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of The Spelling Lab's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by The Spelling Lab with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superceded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the agreement shall remain in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and The Spelling Lab with respect to the Site, and it supercedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and The Spelling Lab with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

The Spelling Lab reserves the right, at its sole discretion, to change the Terms under which products, services, and information is offered at www.spellinglab.net. The most current version of the Terms will supersede all previous versions. The Spelling Lab encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

The Spelling Lab

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Call or text: 469-480-9720