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AALAS

Privacy Policy

Please refer to the AALAS website for the AALAS Privacy Policy (<u>https://www.aalas.org/privacy-policy</u>).

Refund Policy

AALAS Learning Library fees are not refundable.

AALAS Learning Library

Eligibility for Enrollment/Subscription Privileges

A person, institution, company, AALAS Branch, or AALAS Global Partner may enroll and purchase a subscription in the AALAS Learning Library. AALAS membership is not a prerequisite to enrollment for a person, institution, or company.

1. AALAS Branches and Global Partners.

a. An AALAS Branch or Global Partner may have only one Group and all of a specific Branch or Global Partner Users shall be members of that Branch or Global Partner organization.

b. An AALAS Branch or Global Partner Group may use various methods, such as inclusion of fees in dues, to recover the cost of purchasing Seats. As access to the AALAS Learning Library is offered as a service for AALAS Branches and Global Partners. Seats in the ALL may not be resold by a Branch or Global Partner for a profit. Any questions regarding appropriate cost recovery for access to ALL should be directed to AALAS

c. AALAS Branches and Global Partners shall not have administrative access to transcripts of their Users.

d. AALAS Branches and Global Partners may purchase up to 175 Seats.

2. Institutions and Companies.

a. Each User of an institution or company Group shall be personnel affiliated with that organization.

b. Seats in the AALAS Learning Library may not be resold or otherwise distributed to individuals not affiliated with the institution or company.

c. An institution or company Group shall have administrative access to transcripts of its Users.

d. An institution or company Group shall have no restriction in the number of Seats it may purchase for its personnel.

AALAS Learning Library

Language Translation Disclaimer Statement

The content of the ALL website, including course content and navigational controls, is provided in English. An ALL user who wishes to access information in other languages may use the Google Translate service powered by Google Translate® (hereinafter referred to as the "Google Translate") made available on that website. Google Translate is a third-party service and any use of its translation services is subject to its rules or requirements. Google Translate cannot translate all types of documents and it may not give the user an exact translation all of the time. The translations are made through an automated process which may not result in accurate or precise translations. A user using Google Translate does so at his or her own risk and by using Google Translate the user accepts the risks and implications of any shortcomings or differences in the translation. The translations provided by Google Translate are only an approximation of the ALL website's original content. AALAS does not warrant or make any promises, assurances, or guarantees as to the accuracy of the translations provided by Google Translate. Any user agrees that AALAS shall not be liable for any inaccuracies or errors in the translation or for any loss or damage of any kind, including without limitation, indirect or consequential loss or damage arising from or in connection with their use of Google Translate. If any questions arise concerning the accuracy of the information presented by the translated version of the ALL website, user should refer to the official English version. A user cannot rely on the translated version. Some files and other items cannot be translated, including but

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AALAS Learning Library

Terms and Conditions Agreement

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Accurate information concerning the name, address, email, phone number and National AALAS membership status of any person who is enrolling in the ALL as an Individual or Group Member shall be provided by the individual or entity enrolling that Individual or Group Member.

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Modification of Terms and Conditions

It is agreed that AALAS reserves the rights to unilaterally revise and modify these terms and conditions at any time in its sole discretion. Continued use of the Learning Library by User indicates the User's acceptance of the revised and/or modified Terms and Conditions.

Governing Law

This Agreement is governed by the laws of the State of Tennessee and the User submits to the jurisdiction of federal and state courts located in Tennessee for enforcement of this Agreement including the entry of any appropriate injunctive relief and awards of damages, costs, and reasonable attorney's fees. User agrees such attorneys' fees should be awarded for justifiable litigation brought by AALAS to enforce this agreement.

This Agreement will not be governed by the conflict of law rules of any jurisdiction of the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

AALAS Learning Library

Custom Course Hosting License Agreement

By ordering the optional Custom Course Hosting Services of the AALAS Learning Library (hereafter "ALL"), whether for free or for an additional fee after purchasing a group account, an institution (hereafter "Purchaser") agrees to the following terms and conditions of this AALAS Learning Library Custom Course Hosting License Agreement (hereafter "Agreement").

The Terms and Conditions of the ALL are incorporated in this Agreement by reference.

A (Purchaser that has ordered the optional Custom Course Hosting Services, whether free or for an additional fee after purchasing a group account, may customize AALAS courses or create new custom courses for institutional training purposes pursuant to the terms and conditions of this Agreement.

AALAS grants Purchaser a limited, non-exclusive, non-transferable license to customize text and to use images included in the AALAS Customizable Courses section and/or to add Purchaser-created custom courses for the sole and exclusive purpose of training and education of Purchaser's staff and not for resale

or redistribution outside of Purchaser's institution, corporation, or entity, to the limit of the number of custom courses purchased.

The Purchaser is granted the rights to use lesson page text, reference page text, and images (jpeg and gif files, maximum 30K size). Purchaser may provide links within a course to video or audio files on another web site but is not authorized to and shall not upload video or audio files to the ALL server.

The Purchaser is responsible for making all edits to courses provided by AALAS and to perform all work in creating new courses. AALAS will provide one individual at Purchaser's institution with 30 minutes of customer support (via phone or email) to demonstrate the authoring system and also provide written instructions for using the authoring system.

<u>Copyright</u>

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The Purchaser acknowledges that the ALL, the process, and technologies included therein, as well as any other information or materials made available to the Purchaser by AALAS are valuable assets, confidential proprietary information and/or copyrighted material. The Purchaser shall take all steps necessary, by instruction, agreement or otherwise, to ensure compliance with the terms of the Agreement by all parties who may have contact with or access to the ALL.

The Purchaser may only make copies or adaptations of the Purchaser's own customized courses on the ALL. The Purchaser must reproduce all copyright notices in the original courses provided by AALAS on all copies or adaptations. The Purchaser may not copy the content of any AALAS-provided course materials onto any bulletin board, Internet Site, or similar systems for public viewing.

In using the Custom Course Hosting service, Purchaser agrees to comply with all copyright laws and comply with any codes of conduct or other notices we provide. The Purchaser will not:

- 1. Upload any content that advocates or expresses material that is in opposition to the mission and values of AALAS or use the service in any way that is against the law or harms AALAS as determined by AALAS.
- 2. Upload content that contains pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism, or gratuitous violence as determined by AALAS.
- 3. Use any material that is illegal or violates any laws.
- 4. Damage, disable, overburden, or impair the function of the AALAS Learning Library as determined by AALAS.
- 5. Use the AALAS Learning Library as a commercial service to sell, market, distribute, or advertise products or services as determined by AALAS.
- 6. Reverse-engineer, decompile, or disassemble the ALL or course software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Termination

AALAS may terminate the Agreement without refund of fees if Purchaser violates any of the terms and conditions of this Agreement. If the Purchaser transfers possession of any copy, modification, or portion or versions of the ALL or ALL courses to any party not included within its ALL license, the Purchaser's ALL license is automatically terminated.

Purchaser-created course materials remain the property of the Purchaser upon termination.

Upon termination or cancellation of the ALL service by the Purchaser or by AALAS for any reason, AALAS may delete the Purchaser's courses permanently after one year from our server without notice. Purchaser is responsible for taking the necessary steps to download Purchaser-created Custom Course material within this period of time.

<u>Term</u>

The license agreement is valid for the term of Purchaser's ALL subscription, unless terminated prior thereto in accordance with the provisions of this license agreement. To renew or continue Custom Course Hosting Services, after the expiration of Purchaser's ALL subscription, Purchaser must subscribe to the ALL and specifically re-order Custom Course Hosting Services.

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EXCEPT AS HEREINAFTER SPECIFICALLY PROVIDED, the "ALL" IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT CONCERNING ANY INFORMATION OR PUBLICATION ON THE ALL, THIS WEBSITE OR ANY SITE ACCESSIBLE FROM THE ALL.

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Indemnification

AALAS SHALL BEAR NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO ANY CLAIMS OR SUITS BY THIRD PERSONS FOR DAMAGES INCURRED OR SUFFERED RESULTING FROM, OR CAUSED BY, PURCHASER'S CUSTOMIZATION OF AALAS COURSES AND/OR CREATION OF NEW COURSES COVERED BY THIS AGREEMENT AND PURCHASER AGREES THAT IT WILL INDEMNIFY, DEFEND AND SAVE AALAS HARMLESS FROM AND AGAINST ALL LOSSES, CLAIMS, DEMANDS, PAYMENTS, SUITS, ACTIONS, RECOVERIES, JUDGMENTS, COSTS AND EXPENSES OF EVERY NATURE AND DESCRIPTION BROUGHT OR RECOVERED AGAINST AALAS OR EXPENDED BY AALAS, INCLUDING THE PAYMENT OF ATTORNEYS' FEES ARISING FROM SUCH CUSTOMIZATION OF AALAS COURSES AND/OR CREATION OF NEW COURSES, OR OTHERWISE ARISING FROM THE PERFORMANCE BY PURCHASER OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL AALAS NOR ANY OF ITS AFFILIATES OR SUPPLIERS BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES

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Governing Law

This Agreement is governed by the laws of the State of Tennessee and the Purchaser submits to the jurisdiction of federal and state courts located in Tennessee for enforcement of this Agreement including the entry of any appropriate injunctive relief and awards of damages, costs, and reasonable attorney's fees. The Purchaser agrees such attorneys' fees should be awarded for justifiable litigation brought by AALAS to enforce this agreement.

This agreement will not be governed by the conflict of law rules of any jurisdiction of the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

Compliance with License

The Purchaser agrees that upon request from AALAS, you will within thirty (30) days fully document and certify that your use of the ALL and its software at the time of the request is in conformity with your valid license from AALAS.