



# **Terms Of Use Please Review Before Using This Site**

Get in the Game© provides the [www.getinthegameportal.com](http://www.getinthegameportal.com) Web site (the "Site") as a service to its customers and their authorized end users. By using the Site, you agree to be bound by these Terms of Use. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE SITE. Get in the Game may change these Terms of Use from time to time, at Get in the Game' sole discretion. Your continued use of the Site following the posting of such changes will constitute your assent to all such changes. Please periodically visit this section of the Site to review the current version of these Terms of Use.

## **1. USE OF INFORMATION AND SOFTWARE AVAILABLE ON THE SITE**

All information or materials contained on the Site (including but not limited to all graphics, images, video clips, audio and other types of content) ("Site Information") is the property of Get in the Game and/or its suppliers or licensors. The Site Information is protected by copyright and other laws and may not be copied unless specifically permitted herein.

Unless otherwise noted in a particular document, Get in the Game hereby authorizes you to electronically copy or print in hard copy any document published by Get in the Game on the Site solely for your internal reference purposes within your organization or for your own personal use. In consideration of and as a condition to this authorization, you agree that all such copies shall retain all copyright and other proprietary notices contained therein. Any other use of information provided by Get in the Game without prior written approval from Get in the Game or the appropriate supplier or licensor is strictly prohibited.

Except as expressly set forth herein, nothing contained in these Terms of Use shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, copyright or trademark of Get in the Game, its suppliers or licensors, or any other third party. Any software available to download or access from the Site is the copyrighted work of Get in the Game and/or its suppliers or licensors. Use of such software is governed by the terms of any end user license agreement that accompanies or is included with the software ("Software License Agreement"). Copying the software to any other location for further reproduction or redistribution is expressly prohibited, unless otherwise permitted by the terms of the Software License Agreement.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE SITE, YOU MAY NOT DISTRIBUTE, EXCHANGE, MODIFY, SELL OR TRANSMIT ANYTHING YOU COPY FROM THE SITE. UNAUTHORIZED USE OF THE MATERIALS OR INFORMATION CONTAINED HEREIN MAY CONSTITUTE A VIOLATION OF APPLICABLE CRIMINAL OR CIVIL LAWS, INCLUDING BUT NOT LIMITED TO COPYRIGHT, TRADEMARK, OR PRIVACY LAWS.

## **2. LINKS TO THIRD PARTY SITES**

Any links to third party sites are provided solely for your convenience. Such sites are not under the control of Get in the Game, and Get in the Game is not responsible for their content, any



changes or updates to them, or the collection of any personal data or information by the operators of such sites.

### **3. USER FEEDBACK**

If you transmit to or otherwise provide to Get in the Game any feedback (such as questions, comments, suggestions, or the like) or data or materials ("User Feedback"), such User Feedback shall be deemed to be non-confidential and non-proprietary. Get in the Game shall have no obligation of any kind with respect to such User Feedback and shall be free to reproduce, use, disclose, modify, display and distribute the User Feedback to others without limitation. By transmitting such User Feedback to Get in the Game, you are deemed to grant to Get in the Game a perpetual, worldwide, royalty-free, irrevocable, non-exclusive license (with rights to sublicense) to use any ideas, concepts, know-how or techniques contained in such User Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such User Feedback.

### **4. USER CONDUCT**

You are prohibited from posting or transmitting to the Site any unsolicited chain letters or "spam," or any threatening, harassing, libelous, false, defamatory, offensive, obscene, or pornographic material, or other material that would violate any applicable law or regulation, including but not limited to any federal or state laws or regulations governing equal employment opportunities. However, if such communications do occur, Get in the Game will have no liability related to the content of any such communications. You may not post or transmit to the Site any advertising, surveys, promotional materials, contests, or any other commercial or non-commercial solicitations. You are also prohibited from impersonating any individual. Member accounts must be opened using real names and other requested information.

### **5. PASSWORDS**

Get in the Game shall issue to you, or shall authorize your school administrator to issue, a password for each user authorized to use this Site. Each user is responsible for maintaining the confidentiality of his or her password and for ensuring that his or her password is used only by the authorized user. Each user is entirely responsible for any and all activities that occur under his or her password. You agree to immediately notify Get in the Game of any unauthorized use of your password or any other breach of security known to you. Get in the Game shall have no liability for any loss or damage arising from your failure to comply with these requirements. Get in the Game will maintain any passwords it issues as confidential and will not disclose them to third parties.

### **6. SECURITY**

Get in the Game will maintain the Site at a reputable third party Internet service provider and hosting facility, where it is subject to commercially reasonable security precautions to prevent



unauthorized access to the Site. You acknowledge that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Site and Data (defined below). ACCORDINGLY, Get in the Game CANNOT AND DOES NOT GUARANTY THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

## **7. DATA**

As used herein, "Data" shall mean all information, material and data that you enter into the Site, have entered on your behalf, or which your school permits you to access through the Site. You are solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data, and Get in the Game assumes no responsibility for any of the foregoing. Get in the Game reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of Data that you may store, post or transmit on or through the Site. You shall be responsible for maintaining an archive or back-up copy of all Data. Get in the Game shall have no liability for any loss, deletion, destruction or infringement of Data or any failure of the Site to store any Data, whether caused by Get in the Game or any third party service provider.

## **8. PRIVACY POLICY**

Except as permitted in this Agreement, Get in the Game will not edit, delete or disclose any Data unless authorized by you or unless Get in the Game is required to do so by law or in the good faith belief that such action is necessary to conform with applicable laws or comply with legal process served on Get in the Game. Get in the Game may access Data to respond to service or technical problems with the Site or to respond to your requests for support. Your submission of Data to the Site and your use of, access to and disclosure of Data is subject to your school's privacy and confidentiality policies regarding such Data. You agree that your use of the Site and any Data contained therein will be in compliance with such policies at all times. You further agree that your use of the Site and any Data contained therein will comply with any and all applicable laws, rules and regulations governing the collection, use, disclosure and dissemination of personally identifiable or other protected information.

## **9. VIOLATION OF TERMS OF USE**

You acknowledge that Get in the Game has the right, in its sole discretion, to terminate your access to the Site, without liability to you or any third party, if you violate any of these Terms of Use, violate the rights of Get in the Game, interfere with any other user's access to or use of the Site, or if Get in the Game decides that your use is otherwise detrimental to Get in the Game, the Site, or Get in the Game's suppliers or licensors. If you believe that someone has violated these Terms of Use, you may contact Get in the Game at [mahmoud@7mindsets.com](mailto:mahmoud@7mindsets.com). Get in the Game may decide, in its discretion, to investigate the report and decide, in its sole discretion, to take



any action relating to that report. Get in the Game does not have any obligation or liability to you for the performance or nonperformance of those activities.

## **10. DISCLAIMERS**

THE SITE IS PROVIDED BY Get in the Game "AS IS" AND WITH ALL FAULTS. Get in the Game MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE SITE, ITS CONTENTS, ITS OPERATION, OR ANY PRIVACY POLICY. TO THE FULLEST EXTENT PERMITTED BY LAW, Get in the Game DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Get in the Game SPECIFICALLY STATES THAT THE USE OF THE SITE IS AT YOUR OWN RISK. Get in the Game DISCLAIMS ANY WARRANTY WITH REGARD TO THE OPERATION OF THE SITE, THE ACCURACY OR TIMELINESS OF THE SITE, OR ITS CONTENTS OR THE INFORMATION OR MATERIALS CONTAINED THEREIN, ANY WARRANTY THAT THE SITE OR ITS CONTENTS OR THE INFORMATION OR MATERIALS CONTAINED THEREIN WILL BE FREE OF ERRORS, VIRUSES OR OTHER COMPONENTS THAT MAY INFECT, HARM, OR CAUSE DAMAGE TO YOUR COMPUTER EQUIPMENT, DATA OR ANY OTHER PROPERTY, OR ANY WARRANTY THAT YOUR USE OF THE SITE OR ITS CONTENT OR THE INFORMATION AND MATERIALS CONTAINED HEREIN WILL BE UNINTERRUPTED.

## **11. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL Get in the Game OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, ECONOMIC OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR LOSS OF USE DAMAGES OR LOST PROFITS) ARISING OUT OF OR CONNECTED WITH THE SITE EVEN IF Get in the Game, ITS SUPPLIERS, OR LICENSORS HAVE BEEN NOTIFIED OF THE POSSIBILITY OF ANY DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE RESPECTIVE LIABILITY OF Get in the Game, ITS SUPPLIERS AND LICENSORS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## **12. INDEMNIFICATION**

You agree to indemnify, hold harmless, and defend Get in the Game and its licensors, suppliers, officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns (collectively "Indemnified Parties") from and against any and all liability, loss, claim, damages, expense, or



cost (including but not limited to attorneys' fees), incurred by or made against the Indemnified Parties in connection with any claim arising from or related to (i) your use of the Site, (ii) the placement, posting or transmission of any messages, information, software, content or other materials on or through the Site by you, (iii) any breach or violation of these Terms of Use by you, and (iv) any claim that your use of, access to or disclosure of any Data contained in the Site violates any applicable privacy policy, law, rule or regulation with respect to personally identifiable or other protected information. You agree to fully cooperate as reasonably required by an Indemnified Party(ies). Each Indemnified Party may, at its own expense, assume the exclusive defense and control of any matter for which it is indemnified hereunder. You shall not settle any matter without the consent of the applicable Indemnified Party.

## **13. GENERAL**

These Terms of Use are governed by the laws of the Commonwealth of Georgia, without regard to the rules of conflict that may cause the laws of another jurisdiction to apply. You agree to the sole and exclusive jurisdiction and venue of the federal or state courts of the Commonwealth of Georgia in the event of any dispute of any kind arising from or relating to the Site or your use of it. The failure of Get in the Game to enforce any provision or right of these Terms of Use will not constitute a waiver of such provision or right. These Terms of Use and any Software License Agreement referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms of Use to be unenforceable, the remainder of these Terms of Use will continue in full force and effect.