

# Regal Education Terms of Use

**Updated: June 9, 2023**

Please read these terms and conditions carefully before using our Services

## 1. Definitions

For the purpose of these Terms of Use, the words of which the first letter is capitalized shall have meanings defined in this section. The following definitions shall have the same meaning regardless of whether they appear in the singular or plural.

**“Affiliate”** means an entity that controls, is controlled by or is under common control with a party, where “control” means ownership of 50% or more of the equity interest, shares or other securities entitled to vote for election of directors, officers or other managing authority

**“Account”** means a unique account created by YOU to access our Services or parts of our Services

**“Company”** (referred to as either “the Company”, “Us”, “Our” or “We” in this Agreement) refers to Regal Education Florida LLC

**“Country”** refers to the United States of America

**“Content”** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available to You, regardless of the form of that content

**“Device”** means any device that can access the Services such as a computer, a smart phone or a digital tablet

**“Feedback”** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Services

**“Services”** refers to the services and products which we make available for purchase through the Website

**“Terms of Use”** (also referred to as “Terms”) means these Terms of Use that form the entire agreement between You and the Company regarding the use of the Services

**“Third-party Service”** means any service or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Services

**“Website”** refers to the Regal Education Florida web site, accessible from

[www.regaleducationflorida.com](http://www.regaleducationflorida.com)

**“You”** means the individual accessing or using the Services, or the company, or other legal entity on behalf of which such individual is accessing or using the Services

## 2. Acknowledgement

These are the Terms of Use governing the use of these Services and the agreement that operates between You and the Company. These Terms of Use set out the rights and obligations of all users regarding the use of the Services

Your access to and use of the Services is conditional upon Your acceptance of an compliance with these Terms of Use. These Terms of Use apply to all visitors, users and others who access or use the

## Services

By accessing or using the Services, You agree to be bound by these Terms of Use. If you disagree with any part of these Terms of Use you may not access the Services

You represent that you are over 18 years of age. The Company does not allow those under 18 to use the Services

Your access to and use of the Services is also conditional on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures related to the collection, use and disclosure of Your personal information when you use the Services 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 Services

### 3. User Accounts

When you create an account with us, You must provide Us information that is accurate, complete and current at all times. Failure to do so constitutes a breach of these Terms of Use, which may result in an immediate termination of Your account on Our Services

You are responsible for safeguarding the password that you use to access the Services and for any activities and actions under Your password, whether Your password is with Our Services or a Third-party Services

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account

You may not use as a username the name of another person or entity that is not lawfully available for use, a name or a trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene

### 4. Content

#### *Your Right to Post Content*

Our Services allow You to post Content. You are responsible for the Content that You post to the Services, including its legality, reliability, and appropriateness

By posting Content to the Services, You grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Services. You retain any and all rights to any Content You submit, post or display on or through the Services and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Services, who may also use Your Content subject to these Terms of Use

You represent and warrant that:

(a) the Content is Your (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms of Use

and

(b) the posting of Your Content on or through the Services does not violate the privacy rights,

copyrights, contract rights or any other rights of any person

## ***Content Restrictions***

The Company is not responsible for the content of the Services' users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights
- Impersonating any person or entity including the Company and its employees or representatives
- Violating the privacy of any third person
- False information and features

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with these Terms of Use, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Services if You post such objectionable Content.

As the Company cannot control all content posted by users and/or third parties on the Services, you agree to use the Services at your own risk.

You understand that by using the Services You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content

## ***Content Backups Restrictions***

Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state

You agree to maintain a complete and accurate copy of any Content in a location independent of the Services

## **5. Copyright Policy**

### *Intellectual Property Infringement*

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Services infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Services, You must submit Your notice in writing to us via email to

[Compliance@RegalEducationFlorida.com](mailto:Compliance@RegalEducationFlorida.com)

and include in Your notice a detailed description of the alleged infringement

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright

### *DMCA Notice and DMCA Procedure for Copyright Infringement Claims*

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work
- Identification of the URL or other specific location on the Services where the material that You claim is infringing is located
- Your address, telephone number, and email address
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf

You can contact us via email at

[Compliance@RegalEducationFlorida.com](mailto:Compliance@RegalEducationFlorida.com)

Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Services

## **6. Intellectual Property**

The Services and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors

The Services are protected by copyright, trademark, and other laws of both the Country and foreign countries

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company

## **7. Your Feedback To Us**

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction

## **8. Links to Other Websites**

Our Services may contain links to third-party web sites or services that are not owned or controlled by the Company

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company 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 web sites or services that You visit

## **9. Termination**

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms of Use

Upon termination, Your right to use the Services will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Services

## **10. Limitation of Liability**

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Services or 100 USD if You have not

purchased anything through the Services

To the maximum extent permitted by applicable law, in no event shall the Company 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 Services, third-party software and/or third-party hardware used with the Services, or otherwise in connection with any provision of these Terms of Use), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law

## **11. "As Is" and "As Available" Disclaimer**

The Services are provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Services will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied:

(i) as to the operation or availability of the Services, or the information, content, and materials or products included thereon;

(ii) that the Services will be uninterrupted or error-free;

(iii) as to the accuracy, reliability, or currency of any information or content provided through the Services; or

(iv) that the Services, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, time bombs or other harmful components

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law

## **12. Governing Law**

The laws of the State of Florida, excluding its conflicts of law rules, shall govern these Terms and Your use of the Services. Your use of the Services may also be subject to other local, state, national, or

international laws

### **13. Disputes Resolution**

If You have any concern or dispute about the Services, You agree to first try to resolve the dispute informally by contacting the Company

### **14. United States Legal Compliance**

You represent and warrant that:

(i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country

and

(ii) You are not listed on any United States government list of prohibited or restricted parties

### **15. 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 effect 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

### **16. Changes to these Terms of Use**

We reserve the right, at Our sole discretion, to modify or replace these Terms of Use 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 Services 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

### **17. Contact Us**

Should you have any questions about these Terms of Use, please contact us at:

[Compliance@RegalEducationFlorida.com](mailto:Compliance@RegalEducationFlorida.com)

or by mail to:

1615 S Congress Ave, Suite 103, Delray Beach, FL 33445