TERMS OF USE

Effective Date: December 12, 2013

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PRIVACY

We care about your privacy. Please review our Privacy Policy, available at http://www.dualenroll.com/pdfs/DualEnroll_com_Privacy_Policy.pdf to find out what and how we collect and use your personal information. The Privacy Policy is hereby incorporated by reference into these Terms of Use.

USER ACCOUNT

In order to access certain features of the Service, you must become a registered user of our Service ("Registered User"), which you do by creating a User Account. You agree that all information you provide in registering for a User Account is accurate, current and complete, and you will keep such information up to date. To create a User Account, you will be required to choose a user ID and password. You are responsible for maintaining the confidentiality and security of your ID and password, and are fully responsible for all activities that occur through your User Account. You further agree to notify us immediately of any breach of security or unauthorized use of your User Account, ID, or password. We reserve the right to refuse to register or provide services to any person or entity for any reason, in our sole discretion.

You may close your User Account at any time by sending an email to support@dualenroll.com.

USER CONDUCT

By using our Site and/or Service, you agree to comply with community guidelines that govern services and sites of this kind. Your further agree that you will not: (a) post or transmit unsolicited emails, communications, advertising, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (b) solicit personally identifying information from anyone, except to the extent expressly permitted by the Services; (c) solicit passwords from anyone for any reason; (d) post or transmit any personal information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers, except to the extend required to provide the Service, provided the third party has authorized such posting or transmission; (e) impersonate any person or entity, create a false identity, or falsely state or otherwise
misrepresent yourself, your age or your affiliation with any person or entity; (f) register a User Account on behalf of an individual other than yourself, or, exempt to the extent expressly authorized by the Service, register a User Account on behalf of any group or entity; (g) upload, post, transmit, share, or store any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or use the Site or Service in any other manner that could damage, disable, over burden or impair the Site; (h) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service or posted to the Site; (i) use automated scripts to collect information from or otherwise interact with the Service or the Site or harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or any other means; (j) use the Service or Site in any unlawful manner or upload, post, transmit, share, or store any content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; (k) intimidate, "stalk" or harass another; or (l) upload, post, transmit, share, or store any content that, in our sole judgment, may be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, vulgar, obscene, racist, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable.

USER CONTENT

When using our Service, you may upload, post, create, transmit, or share content or data not otherwise prohibited by these Terms ("User Content"). You are solely responsible for your User Content, and represent and warrant that by submitting your User Content you will not be infringing on any other person's copyright, trademark, trade secret or other proprietary or intellectual property rights, including privacy and publicity rights. You further agree not to post, transmit, or share any content on the Site or Service that would infringe or violate the rights of third-parties. You acknowledge and warrant that any Third Party Content and Third Party Sites (as those terms are defined below), or links thereto or therefrom, which you post on the Site is subject to, and will fully comply with, our Terms of Use. In addition, you understand and agree that we may, but are not obligated to, review the Site and your User Content, including pre-screening, and may delete or remove (without notice) any User Content for any reason, including, without limitation, if we believe, in our sole discretion, it violates these Terms of Use, might be offensive or illegal, or could violate the rights, harm, or threaten the safety of users or others. You are solely responsible, at your own cost and expense, for creating backup copies and replacing any User Content you post or store on the Site or provide to us.

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To notify DualEnroll.com of claims of copyright or other intellectual property infringement, write us at: Copyright Agent, c/o CourseMaven, 43498 Butler Place, Leesburg, VA 20176. You may also send an email to us at legal@coursemaven.com.

You acknowledge that if you fail to comply with all of the requirements of this section your notice may be invalid. Please also note that you may be liable for damages (including costs and attorneys' fees) if you misrepresent that a product or activity is infringing your copyrights.

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If you believe the User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such content, you may submit a counter-notice to the address listed above containing the following information: (a) your physical or electronic signature; (b) identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled; (c) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the User Content; (d) your name, physical address, telephone number, and email address; and (e) a statement that you consent to the jurisdiction of the federal and state courts in Loudoun County, in the Commonwealth of Virginia, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

After we receive your counter-notice, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notice, it includes your personal information. By submitting a counter-notice, you consent to having your information revealed in this way. We will not forward the counter-notice to any party other than the original claimant, unless required to do so by law. After we send the counter-notice, the claimant must then notify us within (ten) 10 days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to User Content. If we receive such notification we will not restore the material. If we do not receive such notification, we may reinstate the material, but are under no obligation to do so.

Please note any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.
SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to DualEnroll.com are not confidential and shall become the sole property of DualEnroll.com. DualEnroll.com shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

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Any use of or access to the Site or Service by anyone under the age of 13 is not permitted and violates our Terms of Use. By using or accessing our Site or Service, you represent and warrant that you are 13 years of age or older and fully able to enter into and abide by all of our Terms. We may terminate your User Account and delete any profiles, content or data you may have created or provided if we believe, in our sole discretion, that you are less than 13 years old.

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DualEnroll.com reserves the right to log off accounts that are inactive for an extended period of time. You agree that DualEnroll.com shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site and/or Service. You further acknowledge that DualEnroll.com reserves the right to modify these general practices and limits from time to time.

You acknowledge, consent and agree that DualEnroll.com may access, preserve and disclose your User Account information and User Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Use; (c) respond to claims that any content violates the rights of third parties; (d) respond to your requests for customer service; (e) effectively provide the Service to you; and (f) protect the rights, property or personal safety of DualEnroll.com, its users and the public.

DualEnroll.com may terminate your User Account, delete your profile and any User Content or information that you have posted on the Site or through the Service and/or prohibit you from using or accessing the Service or the Site, or any portion thereof, for any reason, or no reason, at any time in its sole discretion, with or without notice, including without limitation in the event DualEnroll.com has determined you are an offender of any of these Terms of Use.
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For any dispute you have with DualEnroll.com, you agree to first contact us at legal@coursemaven.com and attempt to resolve the dispute with us informally. In the event that DualEnroll.com has not been able to resolve your dispute, we each agree to resolve any claim, dispute, or controversy arising out of or in connection with or relating to these Terms of Use, or the breach or alleged breach thereof (collectively, “Claims”), by binding arbitration by the American Arbitration Association (“AAA”) under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA. The arbitration shall take place in Leesburg, Virginia. By visiting or using the Site and/or the Service, you agree that the laws of the Commonwealth of Virginia, without regard to principles of conflict of laws, will govern the Terms of Use and any dispute of any sort that might arise between us. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Site or Service. For any such actions, we each agree to submit to the personal jurisdiction of the state and federal courts located in Loudoun County, Virginia, and waive any and all defenses of lack of personal jurisdiction and forum non conveniens. We each agree to waive any and all rights we may have to trial by jury.

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