

Terms of Use

IMPORTANT – READ CAREFULLY:

Welcome! Please be aware that when using Education Service Center Region XI “Elive” (Elluminate*Live!*) Web conferencing service, you agree to these terms and conditions (“Terms of Use”) as an Attendee and Authorized User.

ATTENDEE:

Attendees for an ELive session not designated as an Authorized User are held to the terms of good “Netiquette” and may participate in ELive sessions upon acceptance of the “Terms of Use”.

AUTHORIZED USER:

ESC Region XI staff, that are licensed Authorized Users and Licensed Authorized Users from districts that participate in the Educational Technology, Distance Learning, Library and Instructional Media Services Cooperative have access to the ESC Region XI Elive (Elluminate *Live!*) Service and can conduct Elluminate *Live!* sessions.

- Description of Services.** The District or the ESC Region XI supervisory staff, during the annual subscription process will have identified the names of the Authorized Users. “Authorized Users” shall mean the District-designated or the ESC Region XI staff-designated individuals (i.e Region XI district personnel, ESC Region XI staff) who may access the service in accordance with this Agreement.
 - Authorized Users may access and use the ESC Region XI ELive (Elluminate *Live!*) service for the sole purpose of conducting online meetings and/or online Webinars that would be conducted as a part of the District’s normal functions of professional development, direct instruction for students or community, meetings and other educationally related business between the Authorized Users and their respective invited attendees.
 - Authorized Users have “privileges” to schedule, present and/or moderate an unlimited number of ELive sessions with unlimited numbers of participants.
 - Authorized Users may not present and/or moderate more than one session simultaneously.
- Online Subscription and Training.** The District or ESC Region XI supervisory staff member must have completed the online subscription process prior to an Authorized User registering for training.
 - As a part of the online subscription, the District or ESC Region XI supervisory staff member acknowledges that its authorized users will register for the initial training. Initial training will be conducted on a regular schedule and is listed on the website.
 - District Authorized and ESC Region XI Staff Users are **required** to complete basic ELive training part 1-3 prior to being given full rights to conduct sessions and/or maintain the Elive district site.
 - Training is provided regularly and Authorized Users can register through the ESC Region XI workshop catalog registration system and access the training session/s through the ELive website.
- Account Password/Security.** The Authorized Users are responsible for creating an ELive account.
 - The Authorized Users and the District are responsible for maintaining the confidentiality of its passwords and accounts, and the Authorized Users and the District are solely responsible for any and all activities that occur under its accounts.

- The Authorized Users and the District agrees to notify ESC Region XI immediately of any unauthorized use of its accounts or any other breach of security.
- ESC Region XI shall not be liable for any loss that the Authorized Users and the District may incur as a result of a third party using its passwords or accounts, either with or without its knowledge. The Authorized Users and the District may be held liable for losses incurred by ESC Region XI or another party due to a third party using the District's accounts or passwords.

4. Authorized Users Rights and Restrictions.

- During the Term of this Agreement, ESC Region XI will enable the Authorized Users and the District to access and utilize the Service as contemplated herein as well as integrate Elluminate *Live!* into the District's or ESC Region XI's own learning management services, if applicable and as appropriate.
- The Authorized User and the District shall be solely responsible for all content transferred by authorized users or any other party in connection with the District's access and/or use of the Service, including all visual, written and/or audible communications. **The Authorized User agrees to not use this Service in any unlawful manner or for non-educationally related activities such as, but not limited to political, religious, personal, or commercial uses.**
- The Authorized User hereby agrees not to access and/or use the Service (i) to send unsolicited commercial email in violation of applicable law; (ii) request, collect and/or store sensitive data (such as credit card numbers or social security numbers) from online meetings or Webinar attendees; (iii) to communicate any message or material that is deemed harassing, threatening, indecent, obscene, libelous, slanderous, or otherwise unlawful; (iv) in a manner which violates the intellectual property rights of any party; or (v) in a manner which constitutes or encourages conduct that could be a criminal or civil offense under any applicable law or regulation. Although ESC Region XI is not responsible for any such content or communications, ESC Region XI reserves the right to take any action (i.e. notify client, delete media, suspend account, etc.) it deems necessary or appropriate in its sole discretion, with respect to any such content or communications of which ESC Region XI may become aware, at any time, without notice to the Authorized User or the District.
- The District and Authorized Users are provided basic training by means of a predetermined ESC Region XI schedule but additional customized training or support can be requested for appropriate fees.
- The Authorized User may not resell, distribute, or otherwise allow use by third parties of any of the ELive Service.
- The District Authorized User may host only district level conferences or events but may not host events for third parties.
- The ESC Region XI Staff Authorized User may host district, multi-district, regional or other events that address ESC Region XI clients but may not host events for third party unless they are approved by the Educational Technology Department and are in accordance with ESC Region XI licensing.
- The Authorized User shall not access and/or use any of the Service in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the ESC Region XI service.
- The Authorized User, the District and ESC Region XI respectively own the content of any archived files (sound and or presentation content) created by the Authorized User, the District and the ESC Region XI and any media files uploaded to the ESC Region XI Elluminate *Live!* Service.
- Authorized Users may not post or reproduce any copyrighted material or trademarks in a session without obtaining prior consent to the owners of the rights.

- Recorded sessions are accessible for no more than 1 year, at which time they will be deleted without notice. Alternative means for storage should be addressed if a recorded file is needed longer. Authorized Users must use storage responsibly and in the event that storage space becomes an issue prior to the end of the year, ESC Region XI will contact the Authorized User and/or District about deleting recorded sessions.
- All Authorized Users' accounts will expire August 31 of each year. Districts and ESC Region XI supervisory staff will submit names of Authorized Users prior to August 1 of each year that will become active each September 1.
- ESC Region XI and the Educational Technology department will provide technical support to Authorized User via email, phone or Web conferencing for the Service purchased, during the regular business hours of 8:00AM PT to 4:00PM CST.
- Authorized Users are *strongly encouraged* to use a headset with microphone, not built in audio and microphone, when conducting sessions. Participants should also be highly encouraged to use headsets and microphones as well.

5. Termination.

- **Termination for Cause.** ESC Region XI reserves the right to terminate Authorized User accounts and/or this Agreement immediately if the Authorized User or the District breaches any of its material obligations under this Agreement.
- **Effect of Termination.** Upon termination of this Agreement, the Authorized User and the District will immediately discontinue all access to and use of the Service. ESC Region XI shall destroy or archive any media files created by the District or ESC Region XI staff. ESC Region XI shall not be liable for any damages resulting from a termination of this Agreement as provided for herein. The termination of this Agreement shall not affect any claim made on behalf of ESC Region XI arising prior to such termination.

- 6 ****Disclaimer of warranties.** The Authorized User hereby acknowledges and agrees that the service is provided by ESC Region XI on an "as is" basis, and the Authorized User's access to and/or use of the service is at its sole risk. ESC Region XI expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, those of merchantability, satisfactory quality, title, fitness for a particular purpose, and non-infringement. ESC Region XI makes no warranty that any of the service will meet the requirements of the Authorized User or the District or that the service will be uninterrupted, timely or error-free, secure, virus free, nor does ESC Region XI make any warranty as to the results that may be obtained from the use of the service or the accuracy of any other information obtained through the service or that any defects in the plug-in will be corrected. The Authorized User and the District understands and agrees that any material and/or data downloaded or otherwise obtained (including plug-ins) through the use of the service is done at the sole risk of the Authorized User and the District and that the Authorized User and the District will be solely responsible for any damage to its computer system or loss of data that results from the download of such material and/or data. No information or advice, whether oral or written, obtained by the Authorized User or the District from ESC Region XI or through the service shall create any warranty not expressly made herein
- 7 ****Substitution.** In an effort to continually improve the Service, the ESC Region XI may change or modify the Service at any time without prior notice. The ELive service will encounter outages the last week in August due to scheduled updates to the system and accounts within.

**For district entities only

A copy of this Agreement on the "Terms of Use" is located at the ESC Region XI ELive Web site.