

Texas Department of Information Resources
Appendix D to Contract Number: DIR-CPO-4431
User Terms of Service

This Appendix D to Texas Department of Information Resources (DIR) Contract Number DIR-CPO-4431 is between _____ DIR eligible Customer (“Customer”) and TEG Technologies, LLC (“TEG”). By accessing or using any websites of TEG with links to this agreement (collectively, the “Site”) in any way, including using the services enabled by the Site (the “Services”), registering for an account, or browsing the Site, Customer represents that they have read, understand, and agree to be bound by DIR Contract Number DIR-CPO-4431 and this Appendix D User Terms of Service (Agreement). If Customer does not understand or does not wish to be bound by the terms of this Agreement, they should not use the Site.

This Agreement may not be modified unless agreed to in advance and in writing between DIR and TEG.

USING THE SERVICES

As long as Customer complies with all of the terms and conditions of DIR Contract Number DIR-CPO-4431 and this Agreement, Customer has permission to access and use the Services that Customer selects through the applicable registration process.

USER ACCOUNT AND ACCESS

Registration. In order to access certain features of the Site and associated Services, Customer must register and create a user account. To create a user account, Customer is required to provide username, a valid email address, the name of Customer agency or school district, a username, and a user password. The username will be publicly visible on the Site.

User information. Customer agrees that all information provided by them is accurate, current, and complete and that they will maintain and update their information to keep it accurate, current, and complete. Customer acknowledges that if any information provided by them is untrue, inaccurate, not current, or incomplete, TEG reserves the right to refuse access to the Site or to terminate the user account to the Site.

Security. Customer agrees that they will never divulge or share access or access information to their user account with any third party for any reason. Customer agrees that they will not violate or attempt to violate the security of the Site. TEG will investigate security violations and may involve, and cooperate with, law enforcement authorities in prosecuting the use or users who are involved in such violations.

RULES FOR ONLINE CONDUCT

Customer agrees that they are responsible for their own use of the Site and for their User Content. “User Content” includes all content submitted, posted, published, or distributed on the Site by Customer or other users of the Site.

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As a condition of Customer's use of the services, Customer will not use the Site in any manner intended to damage, disable, overburden or impair any TEG server or the network(s) connected to any TEG server or to interfere with any other party's use and enjoyment of the Site. Customer may not attempt to gain unauthorized access to the Site, other accounts, computer systems or networks connected to any TEG server through hacking, password mining or any other means. Customer may not obtain or attempt to obtain any materials or information stored on the Site, its servers or associated computers through any means not intentionally made available through the Site.

USER CONTENT AND LICENSE

Customer may be permitted to submit and distribute User Content. Customer represents and warrants that any User Content Customer submits to the Site is accurate and complete and will not violate or infringe the rights of any third party, including without limitation privacy, publicity, intellectual property and any other proprietary or property rights, such as copyright, trademark and patent rights.

PROPRIETARY RIGHTS IN SITE CONTENT; LIMITED LICENSE

Unless otherwise indicated, all content on the Site, including designs, text, graphics, pictures, video, information, applications, software, music and video recordings, and their selection and arrangement ("Site Content"), is the property of Customer or its licensors with all rights reserved. In consideration of acceptance of these, TEC grants Customer a nontransferable license to access and use the Site and any Site Content. Registered users may download Site Content from the Site only for such user's use or as otherwise permitted by applicable law (such as fair use). Some content in the Site or Course may be provided by third parties, and the use of that content may be subject to rules and restrictions as indicated on such materials or in the Course, including applicable licenses (such as Creative Commons licenses). Customer agrees to be bound by all such rules, restrictions, and any applicable licenses for content provided by third parties.

DISCLAIMERS OF WARRANTY/LIMITATIONS OF LIABILITIES

THE SITE AND ANY INFORMATION, CONTENT OR SERVICES MADE AVAILABLE ON OR THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT INsofar AS ANY SUCH IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW.

INDEMNIFICATION

Indemnification will be handled in accordance with section 10.A of DIR Contract Number DIR-CPO-4431.

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Termination Rights. Termination will be handled in accordance with section 11.B of DIR Contract Number DIR-CPO-4431.

Choice of Law/Forum Selection. DIR Contract Number DIR-CPO-4431, this Agreement and any Service Order shall be governed by the laws of the State of Texas. Venue shall be in the State Courts of Travis County, Texas. Nothing herein shall be construed to waive the State's sovereign immunity.