

SCORM DISPATCH SERVICE TERMS OF USE

BY USING YOUR REQUESTED APPLICATION IDENTIFIER (APP_ID) AND/OR LOGIN TO USE THE USER INTERFACE TO THE SERVICE, YOU ACCEPT AND AGREE TO BE BOUND BY THE BELOW TERMS OF USE WITH REGARD TO USING THE SCORM DISPATCH SERVICE ("SERVICE") PROVIDED TO YOU BY SCORM DISPATCH. IF YOU DO NOT AGREE TO THE BELOW TERMS OF USE, DO NOT USE THE SERVICE.

TERMS OF SERVICE

1. You must use the Service only in accordance with these terms and conditions and the instructions, manuals or other materials regarding use of the Service that SCORM Dispatch makes generally available to its customers.
2. You must comply with all applicable laws during the exercise of your rights under these terms and conditions (including but not limited to all copyright and export laws).
3. You are responsible for maintaining the security of your account and password. SCORM Dispatch accepts no liability for any loss or damage from your failure to abide by this provision.
4. You are responsible for all content and materials posted to the Service and activity that occurs under your account.

RESTRICTIONS

1. You must not use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights.
2. You must not use the Service to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
3. You must not interfere with or disrupt the integrity or performance of the Service.
4. You must not attempt to gain unauthorized access to the Service or its related systems or networks.
5. You may not use the Service for any illegal or unauthorized purpose.

6. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, SCORM Dispatch, or any other SCORM Dispatch service.

PAYMENT

1. A valid credit card or pre-paid invoice is required for paying accounts. A credit card number is not required for a free account.

2. To set up a paid account, you must provide a valid credit card or select the pre-paid invoice option.

3. Your credit card or pre-paid account will be billed on the last day of your billing cycle, and subsequently on that day of each month.

4. The amount billed will be based on your selected plan and any overages, if applicable.

5. If you elect to cancel your paid service before the end of the billing cycle, you will be charged for the entire monthly service upon cancellation.

6. The Service is non-refundable. There will be no refunds or credits for partial months of service or refunds for months unused with an open account.

7. Overages will be charged for each registration over your chosen price plan tier in accordance with our pricing set forth on our website.

8. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities and you shall be responsible for payment of all such taxes, levies or duties, if applicable.

WARRANTY DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. LIMITATION OF LIABILITY IN NO EVENT WILL SCORM DISPATCH BE LIABLE FOR LOST PROFITS, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE SERVICES OR ANY MATTER RELATING TO THE

SERVICE, EVEN IF SCORM DISPATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SCORM DISPATCH'S TOTAL LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

TERMINATION

1. You may terminate your account and access to the Service at any time by submitting such termination request in writing to SCORM Dispatch at support@scormdispatch.co.uk.
2. If you cancel the Service before the end of your current month, your cancellation may take effect immediately. You will be charged for the entire month of service based on the selected pricing tier and any overages for the current month. Service fees are not pro-rated
3. Except for your breach of the agreement, including without limitation failure to pay, in which case SCORM Dispatch may immediately terminate the Agreement or suspend your account, SCORM Dispatch, in its sole discretion, has the right to terminate your account and use of the Service for any reason upon thirty (30) days' notice.
4. Cancellation or termination of your account will result in the deactivation or deletion of your account or your access to your account. All your content and materials will be immediately deleted from the Service upon termination or cancellation.

MODIFICATION TO SERVICES

SCORM Dispatch reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) upon notice, provided SCORM Dispatch may not provide notice if such modification or discontinuation is for security or emergency maintenance purposes. You agree that SCORM Dispatch shall not be liable to you or any third party for any modification, suspension or discontinuance of the Service (or any part thereof).

OWNERSHIP

1. You acknowledge that between you and SCORM Dispatch, SCORM Dispatch owns all right, title and interest in and to the Service and the accompanying documentation and all related modifications and enhancements.
2. You have no right to the Service except to the extent expressly granted in these Terms of Use. SCORM Dispatch reserves all right, title and interest in and to the Service.

3. SCORM Dispatch shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by you, relating to the operation of the Services.

4. So long as you are using the Service, you may build applications on top of the Service. SCORM Dispatch claims no intellectual property rights over the material you upload to or build on top of the Service. Your uploaded material and material sitting on top of the Service remains yours. However, by setting your pages to be shared publicly, you agree to allow others to view and share your content.

5. SCORM Dispatch does not pre-screen content, but SCORM Dispatch has the right (but not the obligation) in its sole discretion to refuse or remove any content that is available via the Service.

ENTIRE AGREEMENT; MISCELLANEOUS

These Terms of Use are the sole and complete agreement between the parties and supersede all prior agreements and understandings between the parties respecting the Service. The waiver of a breach or the failure to exercise any right hereunder shall not be a waiver of any subsequent breach or as a waiver of any other right. If any provision in these Terms of Use is determined unenforceable, such unenforceability will not affect the enforceability of the other provisions of these Terms of Use. If there is litigation between the parties related to the Service, the prevailing party can recover its reasonable attorneys' fees and other reasonable litigation expenses. The sections of these Terms of Use entitled "Limitation of Liability," "Ownership," and this "Entire Agreement; Miscellaneous" will survive after the termination or cancellation of these Terms of Use. Unless you notify us to the contrary, you hereby consent to receive email messages or other similar material from SCORM Dispatch, whether solicited or unsolicited.

Questions or notices for SCORM Dispatch can be sent to support@scormdispatch.co.uk.