

Literacy Solutions End User License Agreement and Purchasing Policy

These terms constitute an agreement between you and Literacy Solutions *and more*, Inc, and its direct and indirect affiliates (“Literacy Solutions”).

1. Ownership of the Information, Materials Folder

You expressly acknowledge and agree that (a) the Website and all content contained therein contains information, text, software, photos, video, graphics, music, sounds and other material (called "**Materials**") that are protected by copyrights, trademarks, trade secrets, patents or other proprietary rights (called "**Intellectual Property Rights**"); (b) all right, title and interest in and to these Materials and Intellectual Property Rights belong solely and exclusively to Literacy Solutions or its licensors; and (c) these Intellectual Property Rights are valid and protected in all forms, media and technologies existing now or developed later.

You shall not sub-license, rent, sell, lease, distribute or otherwise transfer the online purchased content (in whole or in part) except as permitted under this Agreement unless a separate license is obtained from Literacy Solutions for such purpose (for example, a School District may not embed any of Literacy Solutions’ materials (in whole or in part) into another application and then distribute such application to third parties unless the School District first acquires an OEM license from Literacy Solutions).

The end-user, teacher, or school district shall not use Literacy Solutions’ materials or purchased content for the purposes of competing with Literacy Solutions, including without limitation competitive intelligence.

2. Use of the Information and Materials

2.1. Prohibited uses of Materials. Except as You may be expressly permitted by this Agreement under Section 3.2 above by purchase, or pursuant to express written permission obtained from Literacy Solutions, you may not use, modify, adapt, reformat, download, upload, post, reproduce, broadcast, publish, display, perform, transfer or redistribute any Materials in any form, format or media or by means of any technology without obtaining the prior written authorization of Literacy Solutions and any other owner of the Intellectual Property Rights in such Materials, or **unless materials have been purchased as copyrighted to Literacy Solutions**. Duplication is permissible only with purchased content.

2.2. You may reproduce as needed, but may not sell, transmit, publish, broadcast, or otherwise disseminate or distribute Materials to anyone, including but not limited to others in the same company, school, college or other organization for a charge or other consideration, including but not limited to use in or with “course packets” or with courses which do not include the Website part of the curriculum.