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Terms of Service

Learning A-Z Terms of Service

Updated over a week ago

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Learning A-Z Terms of Service

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR ACCOUNT.

These Terms of Service ("TOS") constitute a license and contract between you, acting on behalf of your organization ("Customer" or "Licensee"), and Learning A-Z, LLC, on behalf of itself and/or its parent company, LAZEL, Inc., a Cambium Learning Group company (individually and collectively, the "Company"), as identified in the applicable order form or services agreement with the Customer. These TOS govern Customer's access to and use of the Company's licensed subscriptions, products, materials, and services ("Services"). References to "Learning A-Z" apply equally to LAZEL, Inc. References to "You" or "Your" mean the Customer, on behalf of itself and its authorized end Users. The license granted under these TOS and any related services agreement between Company and Customer is subject to the terms herein. The Parties may be referred to individually as a "Party" and collectively as the "Parties."

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR ACCOUNT.

1. ACCEPTANCE OF TERMS

Company provides its services to you, subject to the following Terms of Service ("TOS"), which may be updated from time to time. Please bookmark this page to review the most current version of the TOS at any time. Your access and use of any purchased Company product, Service, service website and/or materials constitutes your agreement to all such terms, conditions, policies, and notices (the "Agreement"). Company will provide notice of any changes by posting a notice of updated terms on its website. If any updated provision in the updated TOS materially negatively impact or diminish Your rights as provided under the TOS in effect at the time of Your purchase, Company agrees that the provision in the original TOS shall control for the remainder of your then-current subscription and service period. If otherwise agreed by You and Company in writing, the preceding sentence will not apply. This Agreement is a legal document that governs the terms and conditions of your subscription to Learning A-Z products and services. You are also agreeing to accept a limited, non-exclusive, non-assignable right and license to use the Learning A-Z services and resources in the applicable order agreement. Learning A-Z products, services and materials are offered and sold under these limited license terms on a subscription basis; however, certain Company products, services or materials may be made available to Customers without cost on a trial or demonstration basis, still subject to these TOS.

2. DESCRIPTION OF SERVICE

Company provides users with access to a rich collection of teaching resources through its collection of Service applications and/or Service websites (the "Service") including: Raz-Plus, Reading A-Z, Raz-Kids, Science A-Z, Writing A-Z, Vocabulary A-Z and Foundations A-Z. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new resources, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that the Company assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. LICENSE USAGE

A license grants access to the applicable purchased Learning A-Z Service as well as permission to use its copyrighted resources as part of the classroom curriculum. Each educator using the resources must have or be included under a license in order to obtain the necessary permission. Each Learning A-Z license is valid for one family Account or classroom Account (with up to 36 students) only. If your family Account is not fully utilized or assigned, or if your classroom Account has less than 36 students, it is not permitted to share a license with another family or classroom. Purchasers of Learning A-Z licenses may not resell, distribute or otherwise share classroom seats to parties outside of the individual classroom Account or family Account for which the license is purchased. Licenses must be maintained for continued permission to use downloaded, copyrighted materials. Each license must be registered in the name of the Customer Account and the classroom teacher using the resources.

In order to access the Service, or use its downloaded resources, you need to obtain a username and password ("Username"). Usernames are either selected by, or issued to, individual subscribers, Account administrators and/or educators within a learning institution (collectively, "Users") as part of the registration process. You agree to provide us with accurate, complete, unique and updated contact information for each Account administrator and educator using downloaded resources or accessing the Service and/or Service website(s). Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the resources or access the Account. You may not (a) select or use a Username of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that we, in our sole discretion,

deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not authorized by you.

You also agree that Usernames may not be shared within anyone outside the registered classroom and/or family Account. They may only be used by the administrator, educator, or student to whom they are assigned. Customers and Users remain at all times solely and fully responsible for the proper use of Usernames issued hereunder. Customers also agree to supervise and take full responsibility for the use of the Service by minors under the age of 13 years.

All Customers and Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person within the registered classroom and/or family Account who uses the Account is aware of, and complies with, the terms of this Agreement. You are responsible for all users and their access and use of the Services under your Account in compliance with the terms of this Agreement.

You are responsible for notifying us immediately of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your Username. You must also promptly change your Username to prevent unauthorized access to your Account. We will have no liability for any circumstances arising from the unauthorized use of a Username or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

4. MODIFICATIONS TO SERVICE

Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Company shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

Company may change, add, or remove any part of this Agreement, or any other terms associated with the use of the Service or website, at any time, by posting a notice of such changes to the Terms of Service page of the website. Any changes that do not materially impact or diminish Your rights as provided under the TOS in effect at the time of your purchase shall become part of the Agreement and shall apply as soon as such a notice is posted. By continuing to use the services after the notice is posted, you are indicating your acceptance of those changes.

5. SPONSORS, THIRD PARTIES, AND ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, sponsors, third parties, or advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such sponsor, third party, or advertiser. You agree that the Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such sponsors, third parties, or advertisers on the Service. All changes to the TOS will become part of the Agreement for any subscription or service periods that commence after such notice is posted. By renewing, purchasing, or activating your subscription or service period after the notice is posted, you are indicating your acceptance of all changes.

6. LINKS

Certain Company Services or websites may provide, or third parties may provide, links to other websites or Internet resources. Because Company has no control over such websites and resources, you acknowledge and agree that Company is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, accuracy, quality, advertising, products, or other materials on, or available from, such websites or resources. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused by or in connection with use of, or reliance on, any such content, goods, or services available on, or through any such website or resource.

7. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. COMPANY MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (VI) OR THAT THE SERVICE, SERVICE WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE SERVICE AND CONTENT ARE AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH, OR FROM, THE SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TOS.
5. INFORMATION CREATED BY THIRD PARTIES THAT YOU MAY ACCESS ON THE WEBSITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED BY COMPANY AND REMAINS THE RESPONSIBILITY OF SUCH THIRD PARTIES.

8. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT INCIDENTAL SPECIAL CONSEQUENTIAL OR EXEMPLARY

CONTRACTS, DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING, RECEIVING OR USING THE SERVICE.

9. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 7 AND 8 MAY NOT APPLY TO YOU.

10. TRADEMARK INFORMATION

All materials on the Company websites, including without limitation, names, logos, trademarks, service marks, images, graphics, photographs, illustrations, artwork, and other elements making up the Service are protected by copyrights and other intellectual property rights owned and controlled by Company or by other parties that have licensed their material to Company. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, no Service or portion or component thereof, including but not limited to Online Materials, may be republished, posted, transmitted, or distributed in any way, or otherwise used for any purpose, without the prior written permission of Company and/or the respective owners. You may not add, delete, distort, or otherwise modify any Learning A-Z content. Any unauthorized attempt to modify any Service, content or Online Material, to defeat security features, or to utilize the Service or website for means other than its intended educational purposes as provided in this license and TOS is prohibited.

Learning A-Z logos and product and service names are trademarks of LAZEL, Inc. All other trademarks appearing on the website are trademarks of their respective owners and our reference to them does not imply or indicate any approval or endorsement by their owners unless such approval or endorsement is expressly made. Company will enforce its intellectual property rights to the fullest extent of the law.

If you suspect that the content or trademarks of a Learning A-Z Service, website, content or product are being misused, please [contact us](#) as soon as possible.

11. NON-WAIVER

The failure of the Company to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

12. HEADINGS FOR CONVENIENCE ONLY

The section titles in the TOS are for convenience only and have no legal or contractual effect.

13. VIOLATIONS

Please [contact us](#) immediately to report any violations.

14. INDEMNIFICATION

You agree to indemnify, defend, and hold Company harmless from any claims and expenses, including reasonable attorneys' fees, arising from or related to any breach by you of any terms of this Agreement.

15. LETTERS, REVIEWS, OR OTHER SUCH COMMENTS OR MATERIALS

Any comments, materials, or letters sent by you to Company, including without limitation, questions, comments, suggestions, criticisms or the like ("Received Materials") shall be deemed to be non-confidential and free of any claims of proprietary or personal rights unless you explicitly state in the correspondence that the letter is "not for publication" and contains "private and proprietary" information that may not be distributed. Company shall have no obligation of any kind with respect to such Received Materials, and Company will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from, and/or distribute, the Received Materials without limitation or restriction. Furthermore, Company is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Company for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information, without compensation or any other obligations to anyone, including you.

16. PRIVACY

Company is committed to protecting the privacy of our Customers and users of our Services and does not share personally identifiable information with third parties without your consent. Please consult our [Privacy Policy](#) for more information on our information collection, use and disclosure practices. You acknowledge that, although Company agrees to use its best efforts to comply with and to ensure that its users, content providers, distributors and licensees comply with our Privacy Policy, Company cannot be held responsible for the actions of third parties who violate our Privacy Policy.

17. RESTRICTIONS ON USE

You may not use any Learning A-Z Service or its content for any illegal purpose or in any manner inconsistent with these Terms of Service and license. You agree to use Learning A-Z solely for your own noncommercial use and benefit, and not for resale or other transfer or disposition to any other person or entity.

Permitted Use:

Subject to and during the term of the subscription and/or service period of the applicable Learning A-Z Service, and subject to the terms hereof, You are granted permission to print a reasonable number of copies of Learning A-Z downloadable content made available within the applicable Learning A-Z Service and website for the noncommercial personal or classroom use of your educators and student Users, provided that any copies you print continue to show all notices concerning copyright, trademark and other proprietary rights that appear in the material you reproduce and do not exceed the classroom license set forth in Section 3.

Prohibited Uses:

Except as expressly permitted by copyright law and except as permitted in the preceding paragraph, you must obtain written permission from Company, or the third-party owner of material appearing on the Service or website as applicable, for any other copying, redistributing or publishing of any Learning A-Z or Third Party Content. The downloading of any code from the Service or website is strictly prohibited. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display or in any way exploit, any of the Learning A-Z or Third Party Content, in whole or in part, for commercial purposes, without the prior express written permission of Company.

Linking to and framing the Learning A-Z commercial Website: You may create and publish links to any LearningA-Z.com commercial website homepage. Creating and publishing links to any pages within the Service or Service website(s) (except bookmarking such pages for your personal noncommercial use) is not permitted. Framing any Service or Service website is strictly prohibited.

Additional Restrictions: You may not: (a) access the Service or Service website by any means other than by means supporting secure access and encrypted communications; (b) copy, reverse engineer, disassemble, decompile, translate, or modify any Service, Service website, application, content or service functionality; (c) sublicense, rent, lease, or permit any third party, to access any Service, Service website, application, content or service functionality through the use of User's Username, except as permitted hereunder; (d) publish the results of benchmark tests of any Service, Service website, application, content or service functionality, or use any Service, Service website, application, content or service functionality in any manner which is competitive with services provided by Company; and (e) knowingly use or permit any others to use any facilities or services of Company or its Licensors in connection with any effort that the Customer or User knows seeks to breach the security or confidentiality of any system or other digital or on-line environment of Company, any other Company customer, or any user or other individual or entity.

Customer understands that except for Learning A-Z Content, Company does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the Learning A-Z Content in the Company Services and website, or on the Company commercial website(s). Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, Company. Company neither endorses nor is responsible for the accuracy or reliability of such Internet content, goods or services.

Users should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Company Service or commercial website(s). Because of the nature of the Internet, we cannot control where children may go while using the Service or website. Parents, guardians or teachers should supervise children when using the Service, Service website and the Internet at all times.

Any unauthorized use of Company Services, Service or commercial websites or content may subject you to civil liability and criminal prosecution under applicable laws. In the event you download Content or software from Learning A-Z Service or Service website, you agree that the content and/or software, including any files, images incorporated in or generated by the software and data that may accompany the Content is made available to you by Company solely under limited, non-exclusive license. Company and its third party licensors do not transfer title to the Service or any Content or software to you. Company and its third party licensors retain full and complete title to the Service Content and/or software, and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse-engineer or disassemble the Service, or any Content or software.

18. SEVERABILITY

In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

19. ENTIRE AGREEMENT

This Agreement and any other terms and conditions of service on a Company website constitute the entire agreement between you and Company and govern your use of the Service.

20. REFUSAL OR DISCONTINUANCE OF SERVICE

In the event that Company determines, in its sole discretion, that a Customer or User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, Company reserves the right, at its sole discretion, to take such actions as Company may deem, in its sole judgement, to be necessary and/or appropriate, which actions may include, but are not limited to (i) warning the User via e-mail that they have violated this Agreement; (ii) deleting any content provided by the User (or anyone accessing User's Account); (iii) discontinuing the User's Account and/or any other Company Service; (iv) notifying and/or sending information or content to the Customer Licensee for the Account; (v) notifying and/or sending information or content to, and/or fully cooperating with, law enforcement authorities for further action; (vi) retroactively charging for the unauthorized use; and/or (vii) taking any other action that Company deems appropriate in its sole discretion.

21. CHOICE OF LAW AND FORUM

The laws of the State of Texas will govern this Agreement. The laws of the State of Texas will govern any dispute arising from the terms of this agreement or breach of this agreement and you agree to personal jurisdiction by the state and federal courts sitting in Dallas, Texas.

The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration. Company makes no representation that materials on the Learning A-Z Service or websites are appropriate or available for use in all locations. Those who choose to access Learning A-Z do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from the Learning A-Z Service are further subject to United States export controls. No materials from any Learning A-Z Service may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria, Venezuela or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the materials, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

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