WEBSITE TERMS AND CONDITIONS

Agreement between Customer/Client/Website Visitor (herein referred to as “LICENSEE”) and Certified Education Consultants, Inc. dba Writing by Design® (herein referred to as “LICENSOR”).

Welcome to WritingbyDesignK8.com. The websites WritingbyDesignK8.com, Clients.WritingbyDesignK8.com, and GradingbyDesign.com (herein referred to as "SITES") are comprised of various web pages operated by Certified Education Consultants, Inc. SITES are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. WritingbyDesignK8.com is an E-commerce site. The site provides information and promotes the sale of LICENSOR's products (herein referred to as “WORK”).

LICENSOR and LICENSEE agree as follows:

1. **Ownership**

a. LICENSEE acknowledges that LICENSOR is the sole and exclusive owner of WORK and of all associated federal registrations and pending registrations, and LICENSEE shall do nothing inconsistent with such ownership. LICENSEE further agrees that it will not claim ownership rights to WORK, or any derivative, compilation, sequel or series, or related Work owned by or used by LICENSOR. LICENSEE agrees that nothing in this Agreement shall give LICENSEE any right, title, or interest in or to WORK other than the right to use WORK in accordance with this Agreement.

b. LICENSOR owns all rights in and to WORK and retains all rights to WORK which are not transferred herein. LICENSOR retains all common law copyrights and all federal copyrights which have been, or which may be granted by the Library of Congress.

c. LICENSEE acknowledges that LICENSOR is the sole and exclusive owner of WORK.  LICENSEE shall abide by all copyright laws, including non-reproduction of WORK for third parties.

d. LICENSOR has granted LICENSEE a license authorizing the use of WORK by LICENSEE in accordance with the terms and conditions of this Agreement and the Terms and Conditions set forth on the website WritingbyDesign.com.

2. **Grant of License**

a. LICENSOR hereby grants to LICENSEE, in accordance with the terms and conditions of this Agreement, a license to use WORK in the course and scope of its business and for no other purpose.

b. LICENSOR grants the right to LICENSEE to reassign a license only in the case of teacher reassignment, termination, resignation, retirement or departure for any other reason.

c. LICENSEE shall not grant sub-licenses or permit any third parties to use and/or reproduce any part of WORK which is licensed, not sold.

3. **Fees**

1. All licenses and license fees are non-refundable. Returns or exchanges are not accepted.
2. LICENSEE agrees to pay for all licenses, products, services, and processing fees within 30 days from the order date.
3. Failure of LICENSEE to make full payment required under this Agreement when such payment is due, shall result in a monthly 2% late fee.

4. **Term**

a. This Agreement remains in effect and shall continue in full force for as long as LICENSEE uses WORK unless terminated by LICENSOR for breach of this Agreement or any of the terms and conditions herein by LICENSEE.

5. **Website Use**

a. Links to third party sites/Third party services.

Sites may contain links to other websites. The linked sites are not under the control of LICENSOR and LICENSOR is not responsible for the contents of any linked site, including without limitation any link contained in a linked site, or any changes or updates to a linked site. LICENSOR is providing these links only as a convenience, and the inclusion of any link does not imply endorsement by LICENSOR of the site or any association with its operators.

This website uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses “cookies”, which are text files placed on computers, to help the website analyze how users use the site. LICENSEE may refuse the use of cookies by selecting the appropriate browser settings. Note that if refused, the full functionality of the site is limited.

LICENSEE can prevent Google’s collection and use of data (cookies and IP address) by downloading and installing the browser plug-in available under tools.google.com/dlpage/gaoptout.

Further information concerning the terms and conditions of use and data privacy can be found at www.google.com/analytics/terms/gb.html
or at www.google.com/intl/en\_uk/analytics/privacyoverview.html.

b. No unlawful or prohibited use/Intellectual Property

LICENSEE may not use SITES in any manner which could damage, disable, overburden, or impair/interfere with any other party's use and enjoyment of the SITES.

LICENSEE may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through SITES.

All content included in SITES, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on SITES, is the property of LICENSOR or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. LICENSEE agrees to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. LICENSEE will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on SITES. LICENSOR’s content is not for assignment, relicensing and/or resale.

c. International Users
SITES are controlled, operated and administered by LICENSOR from our offices within the USA. If LICENSEE accesses SITES from a location outside the USA, LICENSEE is responsible for compliance with all local laws. LICENSEE agrees that LICENSEE will not use the LICENSOR Content accessed through SITES in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

6. **General Provisions/Enforcement of Claims**

a. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, superseding any and all prior and contemporaneous agreements, understanding, negotiations, and discussions. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing and signed by LICENSEE and LICENSOR expressly stating that modification is intended.

b. This Agreement has been carefully read and voluntarily entered into by LICENSEE. If any construction is to be made of this Agreement, such construction shall not be interpreted against LICENSOR.

c. Indemnification LICENSEE agrees to indemnify, defend and hold harmless LICENSOR, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of LICENSEE use of or inability to use the Site or services, any user postings made, LICENSEE violation of any terms of this Agreement or LICENSEE violation of any rights of a third party, or LICENSEE violation of any applicable laws, rules or regulations.

d. Jurisdiction and venue for any action or proceeding concerning the enforcement or interpretation of this Agreement shall be in accordance with the laws of the State of California.
California.

We hope we never have a dispute, however, should any action be necessary to construe or enforce the provisions of this Agreement, the Parties agree to first participate in mediation before a mediator agreed upon by both Parties. If the matter is not resolved at mediation, the Parties agree to a binding individual arbitration before the American Arbitration Association in San Diego, California. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, the arbitrator may not consolidate more than one LICENSEE claims, and may not otherwise preside over any form of a representative or class proceeding.
Should any action be necessary to construe or enforce the provisions of this Agreement, the prevailing party in such action shall be entitled to recover all costs related thereto, including reasonable attorneys’ fees.

e. Whenever possible, each provision of this agreement shall be interpreted in such a manner to be interpreted and valid under applicable law, but if any of the provisions of this Agreement shall be prohibited, void, invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition, invalidity, unavoidability, enforceability, without invalidating the remaining provisions of this Agreement.

f. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

g. Visiting WritingbyDesignK8.com or sending emails to LICENSOR constitutes electronic communications. LICENSEE consents to receive electronic communications and agrees that all agreements, notices, disclosures and other communications that LICENSOR provides to LICENSEE electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

A printed version of this agreement and of any notice given in electronic form shall be admissible based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement is written in English.

7. **Changes to Terms**

LICENSOR reserves the right, in its sole discretion, to change the Terms under which SITES are offered. The most current version of the Terms will supersede all previous versions. LICENSOR encourages you to periodically review the Terms to stay informed of our updates.

8. **Contact**

We welcome your questions or comments.

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