



## Terms and Conditions of Use

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## TERMS AND CONDITIONS OF USE

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PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY BECOMING A STUDENT YOU ARE ENTERING INTO A LEGAL CONTRACT WITH AVC AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL ADDITIONAL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS DO NOT ENROLL FOR AVC COURSE.

### Copyright and Limited License from AVC

As a student of AVC, you will be granted a limited license, without the right to sublicense, to access and use the Course Material and Services for your educational, non-commercial and personal use only. By becoming an AVC student you expressly agree not to:

- reproduce, resell, lease, transfer or commercially use the Course Material and Services;
- distribute the Course Material and Services;
- publicly perform the Course Material and Services;
- publicly display the Course Material and Services;
- create derivative works based on Courseware including but not limited to modification, adaptation and translation of Course Material and Services;
- create or attempt to create a substitute or similar product or service through access to Course Material and Services;

AVC, at its sole discretion, will terminate the student's access to and use of Course Material and Services in case of any use or attempted use of Course Material and Services unauthorized herein. Other forms of punishment and penalties may be applicable at AVC's sole discretion.

### Interactive Tools, Study Content and Conduct

By becoming an AVC student, you gain unrestricted access to interactive tools including forums, chat rooms and message boards (hereinafter Interactive Tools), as well as areas in which you and other students may create, upload and store messages, texts, data, information, audio/video recordings, pictures and graphics (hereinafter collectively referred to as Study Content). You are solely responsible for your use of Interactive



Tools. You understand that you use Interactive Tools at your own risk, and that Study Content uploaded and posted by you will be accessible and may be viewed by others. AVC takes no responsibility and assumes no liability for any Study Content made available through Interactive Tools by you or other students.

AVC is under no obligation to screen or monitor Study Content. However, AVC retains the right to block, reject or remove any Study Content at any time with or without any reason, and with or without notice and explanation. By posting or uploading Study Content through Interactive Tools, you grant AVC a nonexclusive and royalty-free right to use, reproduce, publish, translate, modify and create derivative works from it. You agree that any Study Content made available by you through Interactive Tools is non-confidential. AVC shall be entitled to the unrestricted use and dissemination of the Study Content for any purpose, including commercial, without acknowledgment or compensation to you.

You agree not to use Interactive Tools for any of the following:

- commercial purposes including, without limitation, political campaigning, advertising and solicitations, or obtaining other students' email addresses for the purpose of unsolicited emailing;
- to upload, post or disseminate any Study Content that may infringe copyright, patent, trademark or other intellectual or proprietary right of any party;
- to upload, post or disseminate unlawful, indecent, pornographic, suggestive, threatening, abusive and privacy-invasive Study Content;
- to upload, post or disseminate viruses, harmful and destructive files;
- to upload, post or disseminate Study Content that would suggest, constitute or encourage criminal offense.

In addition, as a student you are responsible for a respectful conduct to your peers and Online Instructor as stated in the Student's Guide.

Violations of or behaviors suggestive of violation of the policies stated above may result in sanctions as determined in AVC's sole discretion in addition to any other consequence, penalty of liability that may result from such misconduct.

## **Identity and Personal Data**

In regard of your use of Course Material and Services, you agree to:

- provide accurate and complete information about you and your identity both in the enrollment application and in interaction with AVC and your classmates;
- update any information about you and your identity promptly;
- be solely responsible for the security of your account, including your login and password.

In regard of your use of Course Material and Services, you must be of legal age to form a binding contract. You understand that being below the legal age for forming a binding contract, your parent will complete the enrollment application and sign it for you.