Terms of Use

Updated October, 2020

Powered by GoEducate Inc.

These Terms of Use govern your use of GoHubbs and provide information about the GoEducate Service, outlined below. When you create a GoEducate account or use GoEducate, you agree to these terms.

The GoEducate Service is one of the GoEducate Inc. products provided to you by GoEducate Inc. These Terms of Use therefore constitute an agreement between you and GoEducate Inc. These Terms of Service ("Terms") govern your access to and use of the services and GoEducate websites and applications (The "GoEducate Service").

Your access to and use of the GoEducate Service is conditioned on your acceptance of and compliance with these Terms. By accessing or using the GoEducate Service you agree to be bound by these Terms.

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE CONSENT FOR YOUR CHILD TO REGISTER WITH THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE IN RESPECT OF SUCH CHILDS' USE OF THE SERVICE.

1. Eligibility; Accounts

1. The Service IS not available to (A) any Users previously suspended or removed from the Service by GoEducate OR (B) ANY PERSONS UNDER THE AGE OF 13 WHOSE REGISTRATION HAS NOT BEEN APPROVED BY A LEGAL PARENT OR GUARDIAN.

2. Account

1. In order to use certain features of the Service, you must register for an account. You may be asked to provide a password in connection with your account. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and You agree to accept responsibility for all activities that occur under your account or password. You agree that the information You provide to GoHubbs, whether on registration or at any other time, will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit or charge card number, if applicable), then You agree to immediately notify GoEducate. You may be liable for the losses incurred by GoEducate or others due to any unauthorized use of your GoHubbs account.

3. Privacy

1. Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use GoHubbs to share with others and how we collect and can use your content and information. We encourage you to read GoHubbs Privacy Policy, and to use it to help you make informed decisions.

4. General Use of the Service—Permissions and Restrictions

1. GoEducate hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:
    1. You agree not to distribute in any medium any part of the Service or the Content without GoEducate's prior written authorization, unless GoEducate makes available the means for such distribution through functionality offered by the Service.
    2. You agree not to alter or modify any part of the Service.

3. You agree not to access Content through any technology or means other than the pages of the Service itself, the Content New Feed Viewer, or other explicitly authorized means GoEducate may designate.
4. You agree not to use the Service for any of the following commercial uses unless you obtain GoEducate's prior written approval:
    1. the sale of access to the Service;
    2. the sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or
    3. the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the Service, unless other material not obtained from GoEducate appears on the same page and is of sufficient value to be the basis for such sales.

2. Prohibited commercial uses do not include:
    1. uploading an original document to GoHubbs, or maintaining an original community or group on GoHubbs, to promote your business or artistic enterprise;
    2. any use that GoEducate expressly authorizes in writing.
3. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the GoHubbs servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, GoEducate grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. GoEducate reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.
4. In your use of the Service, you will comply with all applicable laws.
5. GoEducate reserves the right to discontinue any aspect of the Service at any time.

5. Account Termination Policy

1. GoEducate reserves the right to decide whether user Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. GoEducate may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.
2. GoEducate will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be a repeat infringer.

6. **Non commercial use**

1. The information within GoEducate Service cannot be used for commercial or lucrative purposes, unless there is an explicit permission in a Knowledge Asset or in any other section within GoEducate Service. In this case When such a permission exists, the user must notify the author/s and GoEducate in written.

7. **Technological tools and software**

1. You acknowledge and agree that the GoEducate Service owns all legal right, title and interest in and to GoEducate Service, You further acknowledge that the GoEducate Service may contain information which is designated confidential by GoEducate Service and that you shall not disclose such information without GoEducate Service prior written consent.

8. Warranty Disclaimer

1. YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, GOEDUCATE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. GOEDUCATE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND

ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. GOEDUCATE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND GOEDUCATE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

9. Limitation of Liability

1. IN NO EVENT SHALL GOEDUCATE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.
2. YOU SPECIFICALLY ACKNOWLEDGE THAT GOEDUCATE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
3. THE SERVICE IS CONTROLLED AND OFFERED BY GOEDUCATE FROM ITS FACILITIES IN THE UNITED STATES OF AMERICA. GOEDUCATE MAKES NO REPRESENTATIONS THAT THE SERVICE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SERVICE FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

10. Indemnity

1. To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless GoEducate, Its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

11. Ability to Accept Terms of Service

1. You affirm that you are either more than 13 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the GoEducate Service.

12. General

1. You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over GoEducate, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and GoEducate that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Sacramento, California. These Terms of Service, together with GoEducate's Privacy Policy and any other legal notices published by GoEducate on the Service, shall constitute the entire agreement between you and GoEducate concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and GoEducate's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. GoEducate reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND GOEDUCATE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
2. GoEducate reserves its exclusive right in its sole discretion to alter, limit or discontinue the site or any Materials in any respect. GoEducate shall have no obligation to take the needs of any user into consideration in connection therewith.
3. GoEducate reserves the right to deny in its sole discretion any user access to this Site or any portion therefore without notice.
4. No waiver by GoEducate of any provision of this Agreement shall be binding except as set forth in writing signed by its duly authorized representative.
5. Nothing in this Statement shall prevent us from complying with the law.
6. This Statement does not confer any third party beneficiary rights.
7. We reserve all rights not expressly granted to you.
8. You will comply with all applicable laws when using or accessing GoEducate.

Updating These Terms

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect.

Contact Us

If you have any questions about how we process your information, please don't hesitate to get in touch by sending an email to ContactUs@goeducate.com.