



A product of gFriend LLC

TERMS OF USE

Welcome to LoveYingWen™, a product of gFriend LLC. The following are the terms of use ("Terms" or "Terms of Use") that govern your use of the SITE. gFriend LLC will grant access to and allow the use of the curriculum and SITE on behalf of you or your child(ren) for purposes of providing educational and related services to you or your child(ren) during the Use Period. By using the SITE, you expressly agree to be bound by these Terms and to follow all applicable laws and regulations governing the SITE. gFriend LLC reserves the right to change the Terms at any time without notice to you, effective immediately upon posting on the SITE. Please check this page periodically. In addition, when using the SITE, you shall be subject to any posted guidelines or rules applicable to each service offered within the SITE, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms.

The Terms constitute a legal document that details your and your child(ren)'s rights and obligations as members ("Member") of the gFriend "Program(s)", as described below. All Members must accept the Terms as a condition of "Membership" to the gFriend Program(s). When you accept the Terms and complete the registration process for the gFriend Program(s), you become the "Member Account" holder.

For purposes of the Terms, "you" means the Member Account holder.

DESCRIPTION OF SERVICE

gFriend LLC provides you with access to a learning environment, a curriculum based on time-tested and research-based methods of instruction and community tools, including lessons, assessments, various communication tools, and opportunities to communicate with other Members. You also understand and agree that the Program may include certain communications from gFriend LLC such as service announcements, administrative messages, other membership messages and the gFriend LLC Blog and that these communications are considered part of gFriend LLC membership, however you may opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Program, including the release of new gFriend LLC Programs, shall be subject to the Terms. You understand and agree that the Program is provided "AS-IS" and that gFriend LLC 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 Program and all fees associated with such access.

YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Program, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Program's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or gFriend LLC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, gFriend LLC has the right to suspend or terminate your account and refuse any and all current or future use of the Program (or any portion thereof).



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PERMITTED USE

You understand and agree that you are not authorized to share gFriend's login credentials with any person outside of your home. You understand gFriend LLC reserves the right to revoke access to the gFriend LLC curriculum and SITE if gFriend LLC has reason to believe that these SITE Terms of Use have been or may be violated.

MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials ("Member Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Member Content originated. This means that you, and not gFriend LLC, are entirely responsible for all Member Content that you upload, post, email, transmit or otherwise make available via the Program. gFriend LLC does not control the Member Content posted via the Program and, as such, does not guarantee the accuracy, integrity or quality of such Member Content. You understand that by using the Program, you may be exposed to Member Content that is offensive, indecent or objectionable. Under no circumstances will gFriend LLC be liable in any way for any Member Content, including, but not limited to, any errors or omissions in any Member Content, or for any loss or damage of any kind incurred as a result of the use of any Member Content posted, emailed, transmitted or otherwise made available via the Program.

By posting information in or otherwise using any interactive service that may be available to you on or through this Site, you agree that you will not upload, post, or otherwise distribute or facilitate distribution of any content—including text, communications, software, images, sounds, data, or other information—that:

1. Could be harmful to minors;
2. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), uses vulgar language in the creation of a username, or otherwise violates gFriend LLC's Terms or policies or these Terms;
3. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
4. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
5. Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, solicits passwords or personally identifiable information, or any form of lottery or gambling, sweepstakes or advertising;
6. Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Program are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
7. Interfere with or disrupt the Program or servers or networks connected to the Program, or disobey any requirements, procedures, policies or regulations of networks connected to the Program;



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8. Provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
9. "Stalk" or otherwise harass another;
10. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
11. Impersonates any person or entity, including any employee or representative of gFriend LLC or its affiliates. You also agree that you will not harvest or collect information about the users or Members of this Site or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications.

You further agree that you will not knowingly solicit or collect personal information from a minor (anyone under 18 years old) without appropriate prior verifiable parental consent. Personal information includes but is not limited to name, address, phone number, or name of their school.

You acknowledge, consent and agree that gFriend LLC may access, preserve, and disclose your account information and Member Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms; (c) respond to claims that any Member Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of gFriend LLC, their users and the public.

You understand that the technical processing and transmission of the Program, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SITE

gFriend LLC does not claim ownership of Member Content you submit or make available for inclusion on the Program. With respect to Member Content you submit or make available for inclusion on Member accessible areas of the Program, however, you grant gFriend LLC and its affiliates the following world-wide, perpetual, royalty free and non-exclusive license(s), as applicable:

By posting or submitting Member Content to this Site, you grant gFriend LLC and its affiliates and licensees the right to use, reproduce, display, perform, adapt, modify, distribute, have distributed, and promote the content in any form, anywhere and for any purpose; and you warrant and represent that you own or otherwise control all of the rights to the content and that public posting and use of your content by gFriend LLC will not infringe or violate the rights of any third party.

"Member accessible" areas of the Program are those areas of the gFriend LLC network of properties that are intended by gFriend LLC to be available to Members. By way of example, Member accessible areas of the Program would include gFriend LLC social networking tools as well as educational tools.



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PROPRIETARY RIGHTS

You acknowledge and agree that all content, software, and materials available on the SITE are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by gFriend LLC, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or content. Notwithstanding the above, you may print or download one copy of the materials or content on the SITE on a single computer for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. Systematic retrieval of data or other content from the SITE to create or compile, directly or indirectly, a collection, compilation, database or directory without permission from gFriend LLC is prohibited.

ACCESS AND INTERFERENCE

You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of or others' use or enjoyment of, the SITE. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

CHOICE OF LAW AND FORUM

These Terms shall be governed by and construed in accordance with the laws of the State of Oklahoma, excluding its conflicts of law terms. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms or your use of the SITE shall be filed only in the state or federal courts located in Cleveland County, Oklahoma, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless gFriend LLC and its subsidiaries, related or affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this site, including claims arising out Member Content you submit, post, transmit or otherwise make available through the Program, your use of the Program, your connection to the Program, your violation of the Terms or your violations of any rights of another. gFriend LLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with gFriend LLC in asserting any available defenses.

TRADEMARK INFORMATION

gFriend® is a Registered trademark. Sensory Recognition™ is used as a Trademark on this website. gCubes™ is used as a Trademark on this website. Other unique trademarks will be market with the ™ symbol.

VIOLATIONS - Please report any violations of the Terms to our Member Support..