

FFL/Go Phonics TOS  
Foundations for Learning, LLC/  
Go Phonics® E-LEARNING  
TERMS OF SERVICE

Last Updated: August 19, 2018 04:44PM PT

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR GO PHONICS E-LEARNING ACCOUNT.**

**1. ACCEPTANCE OF TERMS** Foundations for Learning, LLC/Go Phonics® ("FFL/GP") provides its services on the Go Phonics E-Learning website of purchased viewing of the Tutorials 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 use of any purchased website viewing and its downloadable materials constitutes your agreement to all such terms, conditions, policies, and notices (the "Agreement"). This Agreement is a legal document that governs the terms and conditions of your subscription to the Go Phonics E-Learning site with tutorials and any accompanying downloadable materials. You are also agreeing to accept a non-exclusive, non-assignable right and license to use the Go Phonics E-Learning site and its resources. Go Phonics E-Learning is offered and sold on a subscription basis; however, certain areas are available to visitors without cost on a trial or demonstration basis.

**2. DESCRIPTION OF SERVICE** Foundations for Learning, LLC/Go Phonics ("FFL/GP") provides users with access to on-line tutorials (the "Service") that support the Go Phonics Reading Program. The tutorials address the lessons presented in the Go Phonics Teacher's Guide and materials used to teach the program. The subscription is divided into a 2-part collection of viewings that can be subscribed to separately or together. Part 1 includes Assessing, Pronunciation, Level 1 – Alphabet, and Level 2 – Short Vowels. Part 2 supports the lessons in Level 3 – Long Vowels, Level 4 – Vowels Controlled by r and l, and Level 5 – More Vowel Pairs. 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 FFL/GP 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. SUBSCRIPTION USAGE** A subscription grants access to the purchased Go Phonics E-Learning portion of the website as well as permission to use any copyrighted resources posted to that site provided as a supplement to the Go Phonics Reading Program materials. Each educator using the resources must have a subscription in order to obtain the necessary permission. Each Go Phonics E-Learning subscription is valid for one family or classroom only (with up to 36 students). If your family or classroom has less than 36 students, it is not permitted to share a subscription with another family or classroom. Purchasers of Go Phonics E-Learning Tutorial Subscription may not resell, distribute or otherwise share their tutorial viewing and download files with parties outside of the individual classroom or family for which the license is purchased. For purposes of this subscription, a subscription may not be purchased for a virtual classroom. Subscriptions must be maintained for continued viewing and permission to use downloaded, copyrighted materials. Each subscription must be registered in the name of the classroom teacher using the resources.

As part of the registration process, each educator will select, or be provided with, a username and password ("Username"). You agree to provide us with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the website. 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 with anyone outside the registered classroom and/or family. They may only be used by the administrator, or educator to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of Usernames issued hereunder.

## FFL/Go Phonics TOS

**4. MODIFICATIONS TO SERVICE** FFL/GP 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 FFL/GP shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

FFL/GP may change, add, or remove any part of this Agreement, or any other terms associated with the use of the website, at any time, by posting a notice of such changes to the Terms of Service page of the website. Any changes 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. DISCLAIMER OF WARRANTIES** YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FOUNDATIONS FOR LEARNING, LLC/GO PHONICS 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.

b. FOUNDATIONS FOR LEARNING, LLC/GO PHONICS 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 CONTENT OF MATERIALS WILL BE CORRECTED, (VI) OR THAT THIS WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEBSITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

c. 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.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FOUNDATIONS FOR LEARNING, LLC/GO PHONICS OR THROUGH, OR FROM, THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

**6. LIMITATION OF LIABILITY** YOU EXPRESSLY UNDERSTAND AND AGREE THAT FFL/GP SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FFL/GP 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 FFL/GP'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 FFL/GP.

**7. TRADEMARK INFORMATION** All materials on the Foundations for Learning, LLC/Go Phonics 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 Foundations for Learning, LLC or by other parties that have licensed their material to Foundations for Learning, LLC. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, no Online Materials may be republished, posted, transmitted, or distributed in any way, or otherwise used for any purpose, without the prior written permission of their respective owners. You may not add, delete, distort, or otherwise modify any Go Phonics content. Any unauthorized attempt to modify any Online Material, to defeat security features, or to utilize this website for means other than its intended purposes is prohibited.

## FFL/Go Phonics TOS

Go Phonics logos and product and service names are trademarks of Foundations for Learning, LLC. 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. FFL/Go Phonics will enforce its intellectual property rights to the fullest extent of the law. If you suspect that the content or trademarks of a Go Phonics website product are being misused please [contact us](#) as soon as possible.

**8. NON-WAIVER** The failure of FFL/Go Phonics 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.

**9. HEADINGS FOR CONVENIENCE ONLY** The section titles in the TOS are for convenience only and have no legal or contractual effect.

**10. INDEMNIFICATION** You agree to indemnify, defend, and hold Foundations for Learning, LLC/Go Phonics 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.

**11. LETTERS, REVIEWS, OR OTHER SUCH COMMENTS OR MATERIALS** Any comments, materials, or letters sent by you to Foundations for Learning, LLC/Go Phonics, 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. Foundations for Learning, LLC/Go Phonics shall have no obligation of any kind with respect to such Received Materials and Foundations for Learning, LLC/Go Phonics 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, Foundations for Learning, LLC/Go Phonics is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Foundations for Learning, LLC/Go Phonics 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.

**12. PRIVACY** Foundations for Learning, LLC/Go Phonics is committed to protecting the privacy of website visitors 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.

**13. RESTRICTIONS ON USE** You may not use Foundations for Learning, LLC/Go Phonics or its content for any illegal purpose or in any manner inconsistent with these Terms and Conditions. You agree to use Foundations for Learning, LLC/Go Phonics 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:** You have our permission to print a reasonable number of copies of Foundations for Learning, LLC/Go Phonics content displayed on the Go Phonics E-Learning Website for noncommercial personal or classroom use, 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 use 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 Foundations for Learning, LLC/Go Phonics, or the third-party owner of material appearing on the Website, for any other copying, redistributing or publishing of any Foundations for Learning, LLC/Go Phonics or "Third Party Content." The downloading of any code from the 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 Foundations for Learning, LLC/Go Phonics or Third Party Content, in whole or in part, for commercial purposes without the express permission of Foundations for Learning, LLC/Go Phonics.

## FFL/Go Phonics TOS

Linking to and framing the Website: You may create and publish links to the [gophonics.com](http://gophonics.com) homepage. Creating and publishing links to any other pages within the Website (except bookmarking such pages for your personal noncommercial use) is not permitted. Framing the Website is strictly prohibited.

**14. 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.

**15. ENTIRE AGREEMENT** This Agreement and any other terms and conditions of service on a Foundations for Learning, LLC/Go Phonics website constitute the entire agreement between you and Foundations for Learning, LLC/Go Phonics and govern your use of the Service.

**16. REFUSAL OR DISCONTINUANCE OF SERVICE** In the event that Foundations for Learning, LLC/Go Phonics determines, in its sole discretion, that a User has breached any portion of these terms and conditions, it reserves the right to (i) warn the User via e-mail that she or he has violated this Agreement; (ii) discontinue the User's account and/or any other Foundations for Learning, LLC/Go Phonics service.

**17. CHOICE OF LAW AND FORUM** The laws of the State of Washington will govern this Agreement. The laws of the State of Washington 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 Wenatchee, Washington. 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. Foundations for Learning, LLC/Go Phonics makes no representation that materials on Foundations for Learning, LLC/Go Phonics are appropriate or available for use in all locations. Those who choose to access Foundations for Learning, LLC/Go Phonics do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable