

## Edge•U Badges Terms of Service

Effective date: October 20, 2022

### 1. Information about us and these terms

1.1 **Who we are.** We are Edge•U Badges, which is a brand name of Forward Edge, LLC, a company registered in the United States. Our address is 2724 East Kemper Road, Cincinnati, Ohio 45241, United States.

1.2 **What these terms cover.** These are the terms and conditions on which we supply 'Edge•U Badges' (which we refer to as Edge•U Badges throughout these terms) to you.

1.3 **Why you should read them.** Please read these terms carefully before you use Edge•U Badges. These terms tell you who we are, how we will provide Edge•U Badges to you, how both you and we may change or end the contract between us, what to do if there is a problem with Edge•U Badges and other important information. If you think that there is a mistake in these terms please contact us to discuss.

1.4 **Your privacy.** We care about your privacy. We only use any personal data that we collect through your use of Edge•U Badges in the ways set out in our [Privacy Policy](https://edgeubadges.com/privacy-policy) (<https://edgeubadges.com/privacy-policy>).

1.5 **How to contact us.** You can contact us by emailing us at [edgeu@forward-edge.net](mailto:edgeu@forward-edge.net) or by mail to our postal address, which is Forward Edge, LLC, 2724 East Kemper Road, Cincinnati, Ohio 45241, United States.

1.6 **How we may contact you.** If we have to contact you we will do so by writing to you at the email address you provide to us for that purpose.

1.7 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms this includes emails.

### 2. Creating an account and different types of account

Edge•U Badges can be used by teachers, schools and other educational establishments as follows:

2.1 Edge•U Badges can be used by anyone over the age of 18. The primary intended audience for Edge•U Badges are educators, both inservice and preservice.

2.2 Creating an account. Before you start using any online features of Edge•U Badges you will need to create an account through our website.

2.3 you agree to create an account that can be accessed using a password to be known only to you;

2.4 you agree that you will protect access to your account and access to it by keeping your password and access codes secure and not known to or visible by anyone else; and

2.5 you agree that you will adhere to our [Privacy Policy](#) when using Edge•U Badges.

## **2.6 Types of Accounts & How To Access**

2.6.1 a school can purchase Premium Access for educators

2.6.2 an individual can purchase Premium Access through Edge•U Badges,

2.6.3 an individual can purchase a Premium Access through an official Edge•U Badges partner or reseller,

2.6.4 an individual can sign up for a Free Educator Account.

## **2.7 Premium Accounts**

2.7.1 Premium accounts have access to the entire badge library for 365 days from purchase date

2.7.2 Refunds are not issued for Premium Accounts.

## **2.8 Free Educator Accounts**

2.8.1 Free educator accounts have access to a designated set of predetermined badges for a period of 6 months.

2.8.2 At any point during the free period, users can pay to upgrade their account to a Premium Access account.

## **3. Acceptable Use Policy**

3.1 Users of Edge•U Badges must not:

3.1.1 use Edge•U Badges in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into Edge•U Badges;

3.1.2 infringe our intellectual property rights or those of any third party in relation to your use of Edge•U Badges (please see more about intellectual property rights at clause 6 below);

3.1.3 transmit or otherwise use any material that is defamatory, offensive or otherwise objectionable in relation to your use of Edge•U Badges;

3.1.4 use Edge•U Badges in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

3.1.5 collect or harvest any information or data from Edge•U Badges or our systems or attempt to decipher any transmissions to or from the servers running Edge•U Badges;

3.1.6 except in the course of permitted sharing, rent, lease, sub-license, loan, provide, or otherwise make available, Edge•U Badges in any form, in whole or in part to any person without prior written consent from us;

3.1.7 copy Edge•U Badges or content within it, except as part of the normal use of Edge•U Badges and as permitted by these terms;

3.1.8 translate, merge, adapt, vary, alter or modify, Edge•U Badges nor permit Edge•U Badges to be combined with, or become incorporated in, any other programs, except as necessary to use Edge•U Badges as permitted by these terms; and/or

3.1.9 disassemble, de-compile, reverse engineer or create apps based on the whole or any part of Edge•U Badges.

## **4. You must be 18 to accept these terms.**

4.1 All users of Edge•U Badges should be aware that you must be 18 or older to accept these terms.

## **5. Intellectual property rights**

5.1 Other than in respect of any submissions you upload to Edge•U Badges, all intellectual property rights in Edge•U Badges throughout the world belong to us. The rights in Edge•U Badges are licensed to you through the duration of our contract with you. You have no intellectual property rights in or to Edge•U Badges other than the right to use Edge•U Badges in accordance with these terms.

5.2 Occasionally, we will request to use a quote from or use your submission as exemplar evidence. We will write to you to obtain written permission to do so,

5.2.1 and we do not provide any compensation, but we do attribute credit to you.

## **6. Our rights to make changes to Edge•U Badges**

6.1 Minor changes to Edge•U Badges. We may change Edge•U Badges to reflect changes in relevant laws and regulatory requirements; and/or to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of Edge•U Badges.

6.2 More significant changes to Edge•U Badges. In addition, we may make changes to Edge•U Badges to improve it and if we do so we will notify you of changes.

6.3 Updates to content. We frequently add new badges to our library and update existing badges to reflect new features and current user-interfaces of the designated website/tool the badge is focused on. Occasionally, we have to unpublish a badge if the website/tool no longer exists. We may make content changes without notifying users.

## **9. Our rights to make changes to these terms.**

9.1 We may make changes to these terms where they require updating to address changes in the law or where we introduce new features of Edge•U Badges that require additional terms to cover such features. We will post in advance of making changes to these terms. If the changes are significant we will provide a more prominent notice within Edge•U Badges and you can contact us if you are unhappy with such changes and/or want to end your contract with us as a result of such changes.

## **10. Our responsibility for loss or damage suffered by you**

10.1 If you have any basis for recovering damages (including breach of these Terms), you agree that your exclusive remedy is to recover, from Forward Edge, LLC., direct damages up to an amount equal to your Service fee for the month during which the loss or breach occurred (or up to \$10.00 if the Service is free). You can't recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything, or any claims related to these Terms, the Service, or the software related to the Service.

10.4 We are not liable for business losses. We only supply Edge•U Badges for educational use. If you use Edge•U Badges for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **11. Other important terms**

11.1 We may transfer these terms to someone else. We may transfer our rights and obligations under these terms to another organization. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it.

11.2 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.3 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

11.4 These Terms will remain in effect while you use the Service. Upon termination, your account will close immediately, and/or your right to access and use the Service will end immediately. Even after your rights under these Terms are terminated, all provisions of these Terms which by their nature should survive, will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, release and binding arbitration and class action waiver.