AskOnline Corporation

SERVICE AGREEMENT

Read This Service Agreement Carefully Before Using Our Services.

1. INTRODUCTION.

AskOnline Corporation ("AskOnline") provides its services, as they may exist from time to time ("Services"), to users who pay a yearly service fee to subscribe to the Services ("Clients") as well as to those who access some of our Services but are not paying customers ("Users"). By purchasing a subscription or using the Services, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Permitted Use Policy and other policies.

If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the Services and if you are a current Client, you must terminate your use of the Services under Section II.

2. SUBSCRIPTION REQUIREMENTS.

Clients must be at least 18 years old. Internet access not included, access to the Internet not guaranteed. Current prices for AskOnline's Services are available by contacting info@askonline.net. AskOnline reserves the right to change prices and institute new fees at any time.

3. PAYMENT OBLIGATIONS OF A CLIENT.

(a) Clients must (i) provide AskOnline with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information, and (ii) report to AskOnline all changes to this information within thirty (30) days of the change. Clients are responsible for any charges to their subscription.

(b) AskOnline will provide a bill to the Client for our Services for the term of one (1) year at the beginning of Service.

(c) AskOnline will bill the client each year thereafter if the Client wishes to continue using the Service.

(d) Clients having questions regarding charges should contact AskOnline.

(e) Delinquent subscriptions may be suspended or canceled at AskOnline's sole discretion. AskOnline may bill an additional charge to reinstate a suspended subscription.

(f) AskOnline may charge for taxes and other applicable fees.

4. CLIENT'S SUBSCRIPTION, PASSWORD, AND SECURITY.

Upon registration, Clients receive a username, password, and subscription designation. You and members of your organization to whom you give individual usernames and passwords (accounts), are the only authorized users of the AskOnline Services and must comply with this Agreement. You must keep your password confidential so that no one else may access the Services through your username. You must notify AskOnline immediately upon discovering any unauthorized use of your username.

Using an AskOnline account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Files taking up excessive space may, at AskOnline's discretion, be transferred to a compressed temporary file or storage. AskOnline may delete the temporary file from the server at any time.

Clients and users agree not to use any automatic method to avoid inactivity disconnect or to otherwise maintain a connection to the AskOnline system unless actively using it.
Usernames and passwords are AskOnline's property and AskOnline may alter or replace them at any time.

5. MONITORING THE SERVICES.

AskOnline has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if AskOnline, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Clients and/or Users. AskOnline may immediately remove your material or information from AskOnline’s servers, in whole or in part, which AskOnline, in its sole and absolute discretion, determines to infringe another’s property rights or to violate our Permitted Use Policy or for any other reason. AskOnline accepts no responsibility to monitor or supervise Users given access to the system by a Client.

6. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY.

EXCEPT FOR CERTAIN SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY ASKONLINE, ASKONLINE DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. ASKONLINE HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ASKONLINE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ASKONLINE MAKES NO EXPRESS WARRANTIES AND, WHERE PERMITTED BY LAW, YOU AGREE TO WAIVE ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH ASKONLINE OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY ASKONLINE OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. ASKONLINE AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, ASKONLINE’S CUMULATIVE LIABILITY TO ANY CLIENT FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE YEAR PERIOD.

7. SOFTWARE LICENSE.

AskOnline grants to each Client a limited, nonexclusive, nontransferable and nonassignable license to use the AskOnline Services and to grant access to those services to as many Users as the client specifies in an order form for AskOnline services.

The software that runs the Services constitutes confidential and proprietary information of AskOnline and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the AskOnline software, including associated intellectual property rights, are and shall remain with AskOnline. Clients and Users shall not attempt to access, translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the AskOnline software or any part thereof.

You may not download, use in any context apart from the AskOnline Services, or otherwise export or re-export the AskOnline software or any underlying information or technology.

8. WEB SITE USAGE.

Our site on the World Wide Web with its home pages in the domain “askonline.net”, “askonline.org” or any other site operated by AskOnline (the “Web site”) is the only avenue by which Clients and Users are permitted to use the AskOnline Systems.
We may provide links on the Web site to other Web sites which are not under our control. In general, any Web site which has an address (or URL) which does not contain “askonline.net” or “askonline.org” is such a Web site. These links are provided for convenience only and are not intended as an endorsement by AskOnline of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

You may provide a hypertext link to our main company web site “www.askonline.net” or “www.askonline.org” on another Web site, provided that: (a) the link must be clearly marked “AskOnline” (b) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s), (c) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by AskOnline, (d) the link, when activated by a user, must display this Web site full-screen and not within a “frame” on the linked Web site, and (e) AskOnline may, in its sole discretion, revoke consent to link to our website at any time.

Some portions of the Web site are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by AskOnline. AskOnline assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold AskOnline harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify AskOnline from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Web site is posted at your own risk. AskOnline will have no liability arising from use of that information. You shall not use the Web site to distribute or publish any advertising of commercial goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Web site.

Material posted to or provided to the AskOnline website for the purposes of tutoring will be viewed and/or used only by the student, his or her instructors and representatives of AskOnline. AskOnline will not reproduce, publish, distribute, perform, display or transmit any of the material to any other party and shall at all times comply with its Confidentiality Agreement with SCCC.

9. TECHNICAL SUPPORT

AskOnline will provide the Client with the following technical support (a) Updates; (b) fax, telephone, and/or e-mail consultation on use of the Software; (c) assistance in error isolation and correction. AskOnline reserves the right to charge fees for non-required updates to the software. AskOnline will respond to reported errors on a reasonable effort basis. The Client may designate three people who will be authorized to contact AskOnline for technical support assistance. The Client may change the persons authorized to contact AskOnline after notifying AskOnline at least fourteen (14) days before the change is made.

10. TERM OF AGREEMENT.

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and, if you are a Client, to terminate your subscription.

11. TERMINATION.

You may terminate your subscription during business hours (9:00 AM Eastern Time to 5:00 PM Eastern Time) and for any reason by providing notice of intent to terminate to AskOnline by:

- telephone calls directed to AskOnline at (617) 642-8055
- U.S. Mail directed to AskOnline Suite 200, 25 Braintree Hill Office Park, Braintree, MA 02184

All sales are final, and no refunds are offered.

Without prior notice, AskOnline may terminate this Agreement, your password, your subscription, your account, or your use of the Services, for any reason, including, without limitation, if AskOnline, in its sole discretion, believes you have violated this Agreement, our Permitted Use Policy, or any of the applicable user policies, or if you fail to pay any charges thirty (30) days after invoiced.

AskOnline may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the
address you provided for the Services. All notices to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

Sections 3, 4, 6, and 12 of this Agreement shall survive termination of this Agreement.

12. JURISDICTION.

California residents are entitled to the following information:

- The service is provided by AskOnline Corporation Suite 200, Braintree Hill Office Park, Braintree MA 02184 Phone: (617) 642-8055
- Charges vary depending of the type of service. AskOnline reserves the right to change prices and institute new fees at any time.
- Complaints and questions about the service should be directed to AskOnline at (617) 642-8055. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at (916) 445-1254.
- Actions arising from this agreement may be brought in an appropriate California small claims court.

For non-California residents, this Agreement is governed by Massachusetts law without regard to conflict of law provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be governed by Massachusetts law and will be held in Boston, Massachusetts. The arbitrator will be an expert in the field of Internet tutorial software or services. The arbitrator’s award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be no class action arbitration pursuant to this agreement.

13. MISCELLANEOUS.

This Agreement, the Permitted Use Policy, and AskOnline's other user policies posted on AskOnline's Web site constitute the entire agreement between you and AskOnline with respect to your use of the Services.

AskOnline may revise, amend, or modify this Agreement, the Permitted Use Policy and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on AskOnline’s main Web site (http://www.askonline.net) and/or by email and/or in our various publications and mailings to Clients.

Permitted Use Policy

By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other 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. 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 AskOnline's rules or policies or this Permitted Use Policy;
2. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as “Spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. 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

6. impersonates any person or entity, including any employee or representative of AskOnline.

You also agree that you will not harvest or collect information about the users 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 without written consent of AskOnline you will not knowingly use any means of communication provided by the AskOnline software to solicit or collect personal information from a minor (anyone under 18 yrs old). Personal information includes but is not limited to name, address, phone number or name of their school.

AskOnline generally does not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this site. However, AskOnline and its agents have the right at their sole discretion to remove any content that, in AskOnline's judgment, does not comply with the Permitted Use Policy or is otherwise harmful, objectionable, or inaccurate or for any other reason. AskOnline is not responsible for any failure or delay in removing such content.

All users must log out of the system when they have finished using it. Passwords must be changed by each user upon first use of the system and thereafter kept secure and secret, and not shared with anyone, including administrators or officers of AskOnline. Said officers and administrators will never ask you to divulge your password. AskOnline may periodically require individual users or all users to change their password. No user may attempt to use a single account to log in for two or more simultaneous sessions.

Signed and Accepted for Suffolk County Community College:

Date

Print Full Name and title:

Dr. Shawn L. McKay, President

Who is duly authorized to execute this for:

Suffolk County Community College

Please submit completed form to:

AskOnline
Office 200
25 Braintree Hill Office Park
Braintree, MA 02184