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Legal Requirements

Use and disclosure of student and patient records ("personal information") is subject to United States Federal and state regulation. Each Client and each User agree to comply at all times with their respective obligations and regulations. While AMERICA'S SOFTWARE CORPORATION provides an infrastructure for storage, retrieval and distribution of Client information, making determinations on disclosure, sharing and distribution of information is solely the responsibility of Clients and Users of TalEval.

Software Access

You agree not to alter or modify the Software. You further agree not to reverse engineer, decompile or otherwise attempt to uncover the source code. America's Software Corporation reserves all rights to the Software. The source code and its organization are the exclusive property of America's Software Corporation and the Software is protected by copyright, including United States Copyright Law. Except as expressly provided for in this section, this Agreement does not grant you any rights to the Software other than to use and all other rights are reserved by America's Software Corporation. America's Software Corporation provides this Software "as is" without warranty of any kind either express or implied, including but not limited to the implied warranties or conditions of merchantability or fitness for a particular purpose.

Records Access

Access to student information and other records will be strictly controlled by user names and passwords issued to individual Users. You are responsible for maintaining the confidentiality of your user name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you. Clients and

User shall not hold AMERICA'S SOFTWARE CORPORATION responsible for loss or damage arising from unauthorized use of Users' password and/or authentication device, unless such unauthorized use is solely attributable to the gross negligence or willful misconduct of AMERICA'S SOFTWARE CORPORATION. America's Software Corporation performs data backups on a daily basis. If you accidentally delete wanted data ask us to restore it from backup.

Browsers, Equipment and Accessibility Clients and Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to America's Software Corporation's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the TalEval.com website.

Force Majeure

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Cookies

We use a feature on your Internet browser called a cookie. Cookies are small files that your Web browser places on your computer's hard drive. We use cookies to let us identify you. The cookie will not allow access to any secured areas of our site; these will always require a password.

Log Files

We use IP addresses to analyze trends, administer the site, track user movement, and log information for security purposes. IP addresses are not linked to personally identifiable information. All such collected information will be available for review by Client, to enable Client to track usage by the various Users.

Misuse and Termination

Misuse of AMERICA'S SOFTWARE CORPORATION'S TalEval hosted services such as by hacking, spamming, solicitations whether commercial or non-commercial, or transmission of information that is harmful, obscene, harassing, libelous or illegal is strictly forbidden. Any such activity, and any other violation of these Terms and Conditions and Privacy Statement by a Client or User may, in AMERICA'S SOFTWARE CORPORATION's discretion, result in termination of TalEval hosted services by AMERICA'S SOFTWARE CORPORATION to the Client or User without notice. Finally, failure of a Client to pay any sum due and owing to AMERICA'S SOFTWARE CORPORATION shall constitute grounds for termination of the TalEval hosted Services.

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MISCELLANEOUS

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