

9thPeriod Terms of Use and Privacy Policy

Effective Date August 24, 2008

This TERMS OF USE AND PRIVACY POLICY is between you and Jones Blue Group LLC and Innovative Methodologies LLC, the owners of the website <http://www.9thPeriod.com> and hereby known as "The Owners of 9thPeriod". The information hereof describes the term of the Terms of Use and Privacy Policy. <Http://www.9thperiod.com> is hereby known as "The Site".

About

This TERMS OF USE AND PRIVACY POLICY is between you and "The Owners of 9thPeriod". This describes the usage and terms of products or services offered by "The Owners of 9thPeriod" via the website [9thperiod.com](http://www.9thperiod.com). If you do not agree to the usage policies as outlined in this TERMS OF USE AND PRIVACY POLICY then DO NOT use any of the products or services offered by "The Owners of 9thPeriod" via "The Site". By using any of the products or services offered by "The Owners of 9thPeriod" via "The Site", you are AGREEING to not only to this TERM OF USE AND PRIVACY POLICY but also "The Owners of 9thPeriod" internal business policies and how they may affect the TERMS OF USE AND PRIVACY POLICY.

Age Requirement and Age Verification

The products or services offered by "The Owners of 9thPeriod" via the website [9thperiod.com](http://www.9thperiod.com) are intended for use by those users who are thirteen (13) years or older. Registering to use the products or services offered by "The Owners of 9thPeriod" or any products or services offered on <http://www.9thPeriod.com> is unauthorized, unlicensed and in violation of these TERMS OF USE AND PRIVACY POLICY. By using "The Site" you agree to abide by all the terms of these TERMS OF USE AND PRIVACY POLICY.

User Information

You agree to provide accurate information about yourself when you fill out forms on "The Site" which ask for information. You also agree to protect your username and password by not sharing that information with others. You also agree to update your information to ensure it is up to date and accurate. You also agree to be held responsible for your account and the usage of your account.

Rules of Usage

The following are examples of the kind of conduct that is considered illegal and prohibited on "The Site". "The Owners of 9thPeriod" reserve the right to alert the proper authorities including the United States Federal Bureau of Investigation with your personal information as well as entire usage history on "The Site" including IP Address history and any other information collected during your use on "The Site". The following are only examples and "The Owners of 9thPeriod" reserve the right at all times to append to this list of illegal and prohibited conduct and you agree that you will not violate any of the following:

- Engaging in or using racist terms or language, bigotry, hatred, mental or physical harm of any kind against any group or individuals.
- Harassment of any kind of another group or individual.
- Solicit personal information from anyone. This includes email addresses, usernames, passwords, and any other information deemed personal by "The Owners of 9thPeriod".
- Post content or links to content that contain violent images or language or adult images or language.
- Post content or links or discuss or message or engage in behavior towards other users regarding any type of pornography, fraud, trafficking, unethical materials, harassment, stalking, spamming, and sending viruses or harmful electronic material.
- Post information or content that misrepresents the truth.

- Post information or content that reveals personal information about group or individual.
- Conduct “spamming” campaigns, transfer unsolicited mail, or message with the intent of “spamming” groups or individuals.
- Promoted any type of illegal behavior or criminal or unethical activity.
- Violate patents, trademarks, publicity rights, copyrights or any other rights of any group or individual.
- Generating automation scripts against the “The Site” for messaging purposes or to extract information.
- Using “The Site” in any manner that could interrupt or disable usage “The Site” for others.
- Using “The Site” in any manner that violates any applicable laws.

Intellectual Property and Trademarks

“The Owners of 9thPeriod” reserve the right to monitor, remove, modify, and edit any content presented in any products or services offered on “The Site”. Products or services offered “The Owners of 9thPeriod” and products or services offered by “The Owners of 9thPeriod” under the trademark of “The Site” or 9thPeriod contain copyrighted material, trademarks, and other proprietary information, including but not limited to, text, software, information, photos, graphics, and the entire contents of the “The Site” database are copyrighted under the United States copyright laws. “The Owners of 9thPeriod” owns the right to control the content of products or services offered by “The Owners of 9thPeriod” and products or services offered by “The Owners of 9thPeriod” under the trademark of 9thPeriod.

The following trademarks are the property of “The Owners of 9thPeriod”: 9thPeriod™, 9thNation™, 9thDocs™, 9thArticles™, 9thVideo™, 9thBooks™, 9thNews™, 9thIt™, 9thLife™, 9thMobile™, 9thFlags™, 9thGames™, 9thMusic™, 9thStudyBreak™, 9thSports™, 9thClubs™, 9thClimb™, 9thTutors™, 9thProfessors™, 9thRatings™, and 9thAds™.

Posting Content

You agree that you will not post content or links to content or reference or copy content that violates any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity.

You agree that any content you post does not violates any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity.

You may remove your User Content from the “The Site” at any time. If you choose to remove your User Content, the license granted above will automatically expire, however you acknowledge that the Company may store copies of your User Content.

You agree that any content or links to content you post does not contain any content that is racist, contain racist terms or language, bigotry, hatred, mental or physical harm, unlawful, defamatory, abusive, vulgar, unethical, or intent to expose or harm any groups or individuals.

Modifications of these Terms of Use

“The Owners of 9thPeriod” reserve the right to make modification of these TERMS OF USE AND PRIVACY POLICY without notice. All rules of usage and terms become effective immediately as posted in these TERMS OF USE AND PRIVACY POLICY.

No Warranty or Guarantees

Anything posted on “The Site” is provided by these TERMS OF USE AND PRIVACY POLICY is provided as is without any express or implied warranties.

Limitation on Liability

“The Owners of 9thPeriod” be liable to you or any Third Party Users for lost profits, loss of data, or special, incidental, or consequential damages (even if “The Owners of 9thPeriod” have been advised of the possibility of such damages). Under no circumstances will “The Owners of 9thPeriod” be liable in any way for any Content, including, but not limited to, any errors or omissions in any content or data, or any loss or damage of any kind incurred as a result of the use of any content or data stored via the “The Site”.

You or any Third Party Users as well as shall indemnify “The Owners of 9thPeriod” (including owners, employees or contractors) against all claims, liabilities, and costs, including reasonable attorney fees, of defending any third-party claim or suit, other than for infringement of intellectual property rights, arising out of or in connection with “The Owners of 9thPeriod” performance under these TERMS OF USE AND PRIVACY POLICY.

Privacy Policy

This is a Privacy Policy regarding your privacy.

General

“The Owners of 9thPeriod” provide “The Site” as an educational social tool our goal is to enhance user internet experiences by offering a wide variety of products and services, either directly or via partnership with other organizations, to improve education. By using our products and services or our partner’s products and services you agree to the terms of this Privacy Policy Collection of your Information.

Your information consists of personally identifiable information collected or received as a result of you using “The Site” or our partner’s products and services. Your information may include:

- Information such as name, home and or work address, e-mail address, telephone numbers, birth date, etc...
- Information about your visits and actions taken on the website
- Transaction related information such as credit card information or other means of payment, billing, or shipping information.

- Your information may be supplemented with information collected from third parties.
- Your information may include information gathered from your browser or internet service provider (ISP).

"The Owners of 9thPeriod" Usage of your Information

Your information will be used to:

- Operate and improve products and services.
- Personalize content as well as advertisements presented to you in products and services offered by "The Owners of 9thPeriod" or our partner's products and services.
- To conduct research on the usage of products and services on offered by "The Owners of 9thPeriod" or our partners products and services.
- Your information will only be shared with third parties in order to fulfill transactions you have requested unless otherwise agreed upon.
- Your information and information resulting from your usage of products and services offered by "The Owners of 9thPeriod" or our partner's products and services may disclose in response from a legal request via court order, search warrant, or subpoena.
- Your information and information resulting from your usage of products and services offered by "The Owners of 9thPeriod" or our partners products and services may also be investigated if suspicion arises that you or a third party is unethically or unlawfully using products and services offered by "The Owners of 9thPeriod" or our partners products and services.
- In the event that ownership of the rights to products and services offered by "The Owners of 9thPeriod" or our partner's products and services are transferred from Innovative Methodologies LLC, your information may also be transferred.

Questions or Disputes on how your Information is being used

You may contact "The Owners of 9thPeriod" at anytime regarding any questions or disputes on how your information is presented in products and services offered by "The Owners of 9thPeriod" or our partner's products and services.

Web Technology Usage

"The Owners of 9thPeriod" may at anytime use any web technologies, including but not limited to email and browser cookies to enhance your experience with products and services offered by "The Owners of 9thPeriod" or our partner's products and services.

Security

"The Owners of 9thPeriod" takes your security as well as our security seriously. "The Owners of 9thPeriod" have established safe guards to help prevent unauthorized access to your information and information presented in products and services offered by "The Owners of 9thPeriod" or our partner's products and services. "The Owners of 9thPeriod" however cannot guarantee that your personal information will never be disclosed in a manner other than what is presented in this Privacy Policy.

Modifications of this Privacy Policy

"The Owners of 9thPeriod" reserves the right to make modification of this Privacy Policy without notice. All rules of usage and terms become effective immediately as posted in this Privacy Policy.

Indemnification

You will indemnify and hold "The Owners of 9thPeriod" (including all Members, Managers, Agents, Subsidiaries, Partners, Employees, and Agents) harmless from any claim or demand, financial or otherwise, including attorney fees or court fees arising out of your breach of this USER AGREEMENT, or your violation of any laws or the rights of any third parties.

Rights of Usage

"The Owners of 9thPeriod" reserves the right to terminate or limit the access of any user of products or services offered by "The Owners of 9thPeriod" or the products or services offered by "The Owners of 9thPeriod".