**REA STUDY CENTER
WEBSITE USER AGREEMENT**

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For purposes of this Agreement, “User” shall mean a student or other person who is authorized to use the Website by receiving a user name and password from REA.

1. **Acceptance of Agreement and** [**Terms of Use**](https://www.lakesidebookcompany.com/terms-of-use/)**.** By accessing, browsing and/or using the Website or REA’s Internet Servers (“Servers”), User agrees to be bound by the terms of this Agreement. User further agrees to be bound by all applicable laws and regulations, including U.S. export and re-export control laws and regulations. If User does not agree to this Agreement or is under the age of 13, the User is not permitted to use the Website or Servers or to access the Program. The material provided in this Website is protected by law, including but not limited to United States copyright law and international treaties. User’s continued use of the Website or Servers constitutes User’s continued acceptance of this Agreement. Any use of the Website or Servers in a manner inconsistent with the terms and conditions contained herein or in the [Terms of Use](https://store.rea.com/terms.html) is deemed unauthorized access and may subject the User to civil or criminal penalties.
2. **License.** REA grants User a revocable, nonexclusive, nontransferable license, without the right to sublicense, to access and use the Website for the sole purpose of accessing and using the Program. User is not granted any license for (i) any resale or commercial use of the Website or its content; (ii) any derivative use of the Website or its content; or (iii) any use of data mining, robots, or similar data-gathering and extraction tools.
3. **Term and Termination.** The term of this Agreement shall commence on the date of registration and terminate eighteen (18) months, or five hundred forty (540) days, thereafter or following eighteen (18) months of account dormancy, whichever is greater. This Agreement shall remain in force while the User’s account remains active. The license provided under this Agreement shall terminate upon the User’s breach of any term or provision of this Agreement or upon REA’s revocation thereof.
4. **User Responsibility.** User shall be responsible for providing, at User’s expense, all communication lines, hardware, other software, services, and other materials and technology necessary for User to access the Website and the Servers. REA shall have no responsibility for any failure of such items or any failure or limitation of the internet or other computer hardware or software.
5. **Privacy Policy.** By accessing the Site, you agree to be legally bound by the [Privacy Policy](https://www.lsccom.com/privacy). The [Privacy Policy](https://www.lsccom.com/privacy)in its entirety is hereby incorporated into this Agreement by reference.
6. **Intellectual Property.** Unless otherwise specified for third-party rightsholders, copyrights in all material provided under or as part of the Program (such as software, text, graphics, information, images, documents, presentations, and other materials) are owned and held by REA as the original creators of the Website and the Program (the “Materials”). The trademarks, trade names, trade dress, service marks, and logos, including without limitation REA, REA CRASH COURSE, REA’S LANGUAGE SERIES MADE NICE & EASY!, REA TESTBUSTER, REA QUICK ACCESS, THE ESSENTIALS OF, AND PROBLEM SOLVER (collectively, “Marks”) of REA are Marks of REA and any third party Marks appearing on the Site are the property of their respective owners. The Marks are trademarks and product names owned by REA. You acknowledge the rights of REA and the respective third parties in those Marks and, further, that you have no right or authorization to copy or use any of those Marks in any way except as expressly granted by this Agreement. In addition, the Site contains material protected by copyrights, patents, or other proprietary rights and laws, including, but not limited to, text, software, photos, videos, graphics, images, music, and sound (collectively referred to herein as the "Proprietary Material") and such Proprietary Material is owned by REA or its licensors. Any use of such Proprietary Material other than as permitted herein is expressly prohibited without the prior written permission of REA and/or the relevant rightsholder. Except as stated herein, none of the Materials on the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior express written permission of REA. Permission is granted to access and display on User’s computer or other device the Materials for the purposes solely related to participating in the Program. User may also print a limited number of copies of screenshots solely for User’s own noncommercial internal, personal use provided User does not modify the materials and that User retains all copyright and other proprietary notices contained in the materials. All rights granted to User under this Agreement shall terminate automatically if User breaches any terms or conditions of this Agreement or if REA revokes the license to User as granted herein. Upon termination of the license, User must immediately destroy any downloaded or printed Materials. User also may not, without REA’s prior express written permission, “mirror” any material contained on this Website or on any other server. User shall not reverse-engineer, decompile, or disassemble the Website or communication protocol used by the Website. Any unauthorized use of any material contained on this Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. Other product and company names mentioned herein may be trademarks and/or service marks of their respective owners.
7. **Confidentiality.** “Confidential Information” shall mean any confidential information, including a User’s name and practice-test responses, disclosed to REA by a User through the use of the Website or during the course of the Program. Confidential Information shall not include any information which: (a) is or becomes generally available to the public through no wrongful act of REA; (b) was in REA’s possession prior to the time it was acquired from the disclosing party and which was not directly or indirectly acquired from the disclosing party; (c) is independently made available as a matter of right to REA by a third party lawfully in possession thereof, and who was not, to REA’s knowledge, under an obligation to the disclosing party not to disclose it, or (d) is independently developed by or for REA by persons not having exposure to the disclosing party’s confidential information. REA agrees: (x) except as required by law or regulation, not to disclose, directly or indirectly, to any third party any portion of the Confidential Information; (y) to take reasonably necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as User would with User’s own confidential information; and (z) promptly notify User in writing upon learning of any unauthorized use or disclosure of the Confidential Information.
8. **Disclosure.** Notwithstanding anything herein to the contrary, User expressly grants REA permission to share all such Confidential Information with User’s parents or guardians if User is under 18 years of age. In addition, User authorizes REA to utilize User’s data aggregated with other data from other users on an anonymous basis for statistical or marketing purposes. User further grants REA permission to disclose the Confidential Information when REA, in its sole reasonable judgment, believes that such disclosure is appropriate to comply with the law; protect the rights of property or the safety of Users, REA or others; or enforce this Agreement or other agreements.
9. **Representations Regarding License and Server Access.** REA represents that it has the full and unencumbered right to license the Website and the right to grant User access to the applicable Servers and the content contained therein.
10. **External Websites.** Links to third-party applications or external websites (“External Websites”) are provided as a convenience to you and for informational purposes only. Though every reasonable effort has been made to publish current links, URLs may change over time. No endorsement of any External Website is made or implied, and neither REA nor its authors are responsible for the accuracy, legality, or content of any External Site or for that of subsequent links.
11. **Disclaimer of Warranty.** While REA uses reasonable efforts to ensure the inclusion of accurate and up-to-date information in the Materials, REA makes no warranties or representations as to their accuracy. REA assumes no liability or responsibility for any typographical, data input errors, calculation errors or other errors or omissions in the content of the Materials. REA PROVIDES THE WEBSITE, ITS SERVICES AND MATERIALS “AS IS”, “WHERE IS”, AND “AS AVAILABLE”, WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. REA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. REA DOES NOT WARRANT (1) THAT THE WEBSITE OR ITS SERVICES WILL BE CONTINUOUS, UNINTERRUPTED OR SECURE, AND NOTIFIES THE USER THAT OPERATION OF THE WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF REA’S CONTROL, (2) THAT THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, (3) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR (4) THAT THE CONTENT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
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13. **Governing Law.** The terms of this Agreement and User’s use of this Website and all other matters related hereto shall be governed, construed and interpreted by the laws of the State of New York, excluding its conflict-of-laws rules. The parties agree that the only jurisdiction and venue for any disputes hereunder shall be in a federal or state court located in the State of New York.