

TERMS OF SERVICE

Last Updated:

FEDEVEL's products and services are provided by FEDEVEL, LLC, a private limited liability company residing in San Jose, California.

These Terms of Service ("**TOS**") govern your use of FEDEVEL's website, programs, tools, communication forums, content, and other products and services available to you through this website (collectively as the "**Services**").

By registering as a member or by using the FEDEVEL Services in any way, you accept these TOS, which forms a binding agreement between you and FEDEVEL. If you do not wish to be bound by this agreement, do not use the FEDEVEL Service.

FEDEVEL reserves the right to update these TOS at any time without notice to you by posting new TOS. If you do not agree to the changes, you must stop using the Services. You can view the most current version of the terms by clicking the "Terms of Service" hypertext link located at the bottom of any web page that is part of this website.

Who may use the Services

By registering as a member, accepting these TOS or using the Services, you represent that you are at least 13 years old or have reached legal age of majority where you live (acquired full legal capacity) if required in the country of your jurisdiction. If you have not reached the age of 13 or have not reached the legal age of majority in the country of your jurisdiction, your parent or legal guardian must register on your behalf and accept these TOS.

If we discover that you have registered as a member and you are younger than the legal age of majority, we will cancel your account.

When you register as a member or use certain Services, you must provide FEDEVEL with accurate and complete information, and you agree to update your information to keep it accurate and complete.

License to use the Services

Subject to the terms and conditions of these TOS, including payment of any applicable fees, FEDEVEL grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Services for your own personal, non-commercial purposes. Using the Services does not give you ownership of any intellectual property rights to the Services or the content you access.

Your account

To fully use the Services, you must register as a member by providing a user name, a valid e-mail address, and your first name and last name. You may not use someone else's name, a name that violates any third party right, or a name that is obscene or otherwise objectionable. You agree to provide true, accurate, current and complete information about yourself when registering as a member and to maintain and update your information so it remains current and accurate. You also

agree that you will create, access, and/or use only one user account. If you are a business, government, or non-profit organization, the person whose email address is associated with the account must have the authority to legally bind the entity. After registration and verification, a password/confirmation link to activate your account will be e-mailed to you.

You agree you will not share with any third party password or access information for your account and you are solely responsible for: (a) keeping your password and account confidential, and (b) any and all activities that occur under your account, including any activity by authorized or unauthorized users. You may not transfer to any third party any rights to access or use the Services or your FEDEVEL account. If you become aware of an unauthorized access to your account or any other breach of security, you must promptly notify us. FEDEVEL will not be liable for any loss you may sustain if someone else uses your account, either with or without your authorization. However, you could be held liable for losses suffered by FEDEVEL or another party if someone else uses your account.

You can cancel your account at any time and for any reason.

We may suspend, disable, or cancel your account (or any part thereof) or block or remove any content you submitted if we determine that you have violated any provision of these TOS or that your conduct or content could damage FEDEVEL's reputation and goodwill. If we cancel your account for the foregoing reasons, you may not re-register for the Services.

If your account is canceled (whether by you or us), these TOS are terminated, your right to use the Services stops immediately and your license to use the content related to the Services ends and you will lose content you've acquired. FEDEVEL will then delete data associated with your account in accordance with our Privacy Policy (unless required by law to keep it).

The Services may be unavailable from time to time, may be offered for a limited period of time, or may vary depending on your region or device. FEDEVEL is not liable for any disruption or loss you may suffer as a result.

Our Courses and Subscription

Paid Courses: In addition to a number of free courses available on our website, FEDEVEL also offers paid courses suitable for companies or individual students. For the list of our paid courses please see our webpage for current offers and pricing.

Subscription: FEDEVEL also offers paid subscriptions. If you would like to keep access to your purchased online videos even after your course is finished, please see our webpage for current offers and pricing. When a paid subscription ends, we will disable access to your purchased online video courses. You may choose to renew your subscription at the end of the subscription period.

Any listed offers and prices are subject to change. FEDEVEL reserves the right to deny subscriptions, renewals, and other purchases for any reason.

Pricing and Payment

Unless otherwise stated, all prices are listed in U.S. Dollars or Euros. You solely are responsible for providing a valid billing address and paying all fees and applicable taxes in a timely manner with a

payment mechanism associated with the relevant Service. FEDEVEL reserves the right to change any fees at any time at its sole discretion. Any change, update, or modification will be effective immediately upon posting on the website. FEDEVEL reserves the right to disable access to any course for which we have not received adequate payments.

Refunds

Students who purchase a course have thirty (30) days after their purchase to cancel and receive a full refund. FEDEVEL does not offer refunds for payments made on a subscription plan.

We reserves the right to ban your account and to restrict all future use of our Services, if we believe you are abusing our refund policy. If we ban your account or disable your access to a course due to your violation of these TOS or our privacy policy, you will not be eligible to receive a refund.

Code of Conduct

The Services contain chat areas, forums, communities, and other message or communication facilities designed to enable you to communicate with others or directly with us. You agree to use our communication services only to post, send and receive messages and material that are proper and relevant.

You may not:

- Upload, or otherwise make available, any material protected by intellectual property laws (e.g. copyright or trademark laws, or rights of privacy or publicity) unless you own, control those rights or have proper legal authorization to use them;
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information;
- Use our communication services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- Advertise or offer to sell or buy any goods or services for any business purpose;
- Download any file posted by another student that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Restrict or prevent any other user from using and enjoying the Services;
- Harvest or otherwise collect information about others, including e-mail addresses;
- Create a false identity for the purpose of misleading others;
- Post any content that contains illegal content or promotes illegal activities with the intent to commit such activities;

- Violate any law or otherwise violate these TOS.

You also may not:

- Share your password, let anyone access your account, or do anything that might put your account at risk;
- Attempt to access any other user's account;
- Reproduce, transfer, sell, resell, or otherwise misuse any content from our Services without permission;
- Access, tamper with, or use non-public areas of our systems without permission;
- Break or circumvent our authentication or security measures or otherwise test the vulnerability of our systems or networks;
- Try to reverse engineer any portion of our Services;
- Try to interfere with any user, host, or network, for example by sending a virus, overloading, spamming, or mail-bombing;
- Use our Services to distribute malware;
- Impersonate or misrepresent your affiliation with any person or entity;
- Encourage or help anyone do anything listed above.

We have the right, but not the obligation, to monitor all conduct on and content submitted to the Services. We reserve the right to review materials posted to our Services and to remove any materials in our sole discretion. We reserve the right to terminate your access to any or all of the Services at any time, without notice, for any violation of these TOS.

By submitting or posting content on or through our communication services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute your content in any and all media or distribution methods (existing now or later developed).

Third Party Products or Services

Our Services may allow you to access products, services, websites, links, content, material, certificates or applications from third parties. The third party products or services may present you with a privacy policy or require you to accept additional terms of use before you can install or use their products or services. Any additional terms do not modify any of these TOS. You are responsible for your dealings with third parties. FEDEVEL assumes no responsibility or liability whatsoever for any third party products or services.

Indemnification

You agree to indemnify, defend, and hold harmless FEDEVEL and its affiliates, directors, officers, employees, and agents, from and against all third party actions, liabilities, expenses, and damages, including reasonable attorneys' fees and costs that: (i) arise from your activities on or through the Service; (ii) assert a violation by you of any term of these TOS; or (iii) assert that any content you submitted to us violates any law or infringes any third party right, including any intellectual property or privacy right.

NO WARRANTY

ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." FEDEVEL AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SERVICES OR SUCH CONTENT IS ENTIRELY AT YOUR OWN RISK. SOME JURISDICTIONS DON'T ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

NEITHER FEDEVEL NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING FROM THIS AGREEMENT, RELATING TO ANY SERVICES PROVIDED TO YOU BY FEDEVEL (INCLUDING ITS AFFILIATES), SPECIFICALLY FOR ANY INDIRECT, RELIANCE, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION, LOSS OF DATA, REPLACEMENT OR RECOVERY COSTS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER ARISING FROM CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, EVEN IF FEDEVEL (INCLUDING ITS AFFILIATES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE.

THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR FUNDAMENTAL BREACH. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF FEDEVEL (INCLUDING ITS AFFILIATES) TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING FROM THIS AGREEMENT, RELATING TO ANY SERVICES PROVIDED TO YOU BY FEDEVEL (INCLUDING ITS AFFILIATES) EXCEED THE LICENSE FEES PAID BY YOU FOR THE SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TOS REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND FEDEVEL AND ITS AFFILIATES, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO OUR ABILITY TO MAKE THE SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

Governing Law and Disputes

This Agreement shall be governed by the laws of the State of California, USA, without regard to principles of conflicts of law.

Any action arising out of or relating to the use of the Services or these TOS must be commenced in the state or federal courts located in California, USA (and you consent to the jurisdiction of those courts).

Relationship

Each party is independent of the other party. These TOS do not create an employer-employee relationship, partnership, contractor, consultant, joint venture, or agency relationship and it do not create a franchise or any fiduciary duty.

Assignment

FEDEVEL may assign, transfer or otherwise dispose our rights and obligations under these TOS, in whole or in part, at any time without notice to you. You may not assign, extend, sublicense or transfer any of your rights or obligations under these TOS or transfer any rights to access the Services and any attempt by you to do shall be deemed void.

Entire Agreement

These TOS constitutes the entire agreement regarding your use of the Services and it supersedes any prior or concurrent communications.

Severability and No Waiver of Rights

If any term in these TOS is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from these TOS. No failure or delay by FEDEVEL in exercising any right hereunder will waive any further exercise of that right. Our rights and remedies hereunder are cumulative and not exclusive.

Notices

You consent to receive all communications including notices, agreements, disclosures, or other information from FEDEVEL electronically. FEDEVEL may provide all such communications by email or by posting them on the Services. For any support-related inquiries, you may contact us at Any notices of legal nature you may send to FEDEVEL to the following address: