Drama Education Network

Terms of Use and License Agreement for Drama Works! Online

NOTICE TO USER:

THIS IS A CONTRACT. PLEASE READ IT CAREFULLY. USING THIS PRODUCT INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT PURCHASE OR USE THE PRODUCT.

This Drama Education Network End User License Agreement ("Agreement") sets forth the terms and conditions under which you are licensed to use the Materials. "Materials" includes all of the contents of Drama Works! Online, including but not limited to the text, files, documents, photos, images, icons, ideas, and computer code. Materials are "in use" when being viewed, printed, projected, displayed, or posted, either online or offline. "You" refers to the licensed user. You agree to the Terms of Use in our Privacy Policy for using the Drama Education Network website (DramaEd.net).

Single Teacher License-purchased by an individual, school, district, or organization for use by one teacher or employee only. A separate Single Teacher License must be purchased for every teacher or employee who wishes to use any part of the Materials. Each user of the Materials is bound by the terms of the Single Teacher License as described below.

Drama Education Network grants to you a non-exclusive, non-transferrable license to use the Materials, provided that you agree to the following:

1. Use of the Materials

1.1 Single Teacher License Permitted Uses

The Single Teacher License includes use by one teacher (the licensed user) and includes use by that teacher's substitutes, aides, and students. You are responsible for monitoring any student use of your account and for logging out at the end of every session to ensure security for your account. You may access and use the Materials from any internet capable device as often as needed, for use by you and your students only, while your membership is active and paid in full. You may view, project, print, copy, or otherwise display any part of the Materials as often as needed, for use by you and your students only, while your membership is active and paid in full. You may copy portions of the Materials into forms such as lesson plans required by your employer provided that 1) such documents will not be shared with other teachers who are not licensed users of the Materials, and 2) you reference the materials as per instructions in section 2.1. You may use activities, ideas, or any part of the Materials as part of a formal or informal performance or production (royalty free).

1.2 Single Teacher License Prohibited Uses

You may not share, print, or copy any of the Materials, or any part thereof, for another individual who is not a licensed user. You may not share your login information with anyone else under any circumstances (except with an authorized representative of Drama Education Network or your designated Login Administrator overseeing your institution's login IDs). Neither you nor any representative of your institution may share, copy, distribute, or post any of the Materials to others in either print or digital form. Materials must be accessed by the licensed user only by logging into Drama Works! Online. You may not use any part of the Materials in more than one location at a time. You may not download, copy, or store any part of the Materials offline You may not use or display any part of the Materials in an electronic format that enables it to be downloaded, shared, or distributed by anyone other than those permitted to use the Materials by this Agreement.

1.3 Ownership and Transfer Rights of the Single Teacher License

Single Teacher Licenses purchased by a school, district, or organization do not belong to the licensed teacher(s) or employee(s) and may only be used for work at the institution that owns the license. Any teacher or employee ceases to be a licensed user when his or her employment with the licensed institution ends. At this time the designated Login Administrator for the institution may designate a new licensed user; this can be a previously unlicensed teacher or employee, or the individual hired to fill the vacated position. The departing teacher or employee will cease to have login access to the Materials and must purchase a new license to continue using any of the Materials. Institutions and organizations must never allow access to a Single Teacher License account by more than one teacher or employee. Additional Single Teacher Licenses must be purchased for each teacher or employee who will access or use any of the Materials. An individual who purchased and owns the Single Teacher License may use the Materials at any and all places of employment as long as the account is active and paid in full. An individual may not at any time transfer his or her Single Teacher License to another individual.

2. Compliance With Copyright Law

YOU MAY NOT MODIFY, ADAPT, DUPLICATE, DISTRIBUTE, NETWORK, POST ON THE INTERNET OR PUBLICALLY ACCESSABLE ELECTRONIC LOCATION, TRANSLATE, RENT, LEASE, LOAN, LEND, RESELL FOR PROFIT, LICENSE, OR CREATE DERIVATIVE WORKS BASED UPON THE MATERIALS OR ANY PART THEREOF.

2.1 Copyright and Trademarks

The Materials are owned by Drama Education Network and protected by United States and international copyright law. You are a licensed user of the Materials, but do not now, or at any time, own any part of the Materials. Any and all prints or copies that you are permitted to make pursuant to this Agreement must contain all copyright, trademark, and other proprietary notices and logos that appear on or in the Materials. You may not reverse engineer, decompile, or disassemble any part of the Materials, including the source code.

2.2 Required Reference Information

Any time you use any concepts or ideas from the Materials in presentations, performances, workshops, written materials, or other teaching situations, you must supply the following reference information in written form to any and all persons present at the event: product title, publisher, copyright information, and website address. Required reference information must include the following:

- Title: Drama Works! Teaching System
- Author: Jonas Basom
- Publisher: Drama Education Network
- Website: www.DramaEd.net

3. Termination

Drama Education Network may terminate your license(s) at any time for failure to comply with the terms and condition of this Agreement. Upon termination, you must (i) cease using any part of the Materials in any form and for any purpose; (ii) immediately destroy any and all parts or portions of the Materials in print and/or digital form; (iii) confirm in writing that you have complied with these requirements if requrested to do so. Drama Education Network may provide you with a way to avoid termination, such as purchasing the required number of additional licenses, but is under no obligation to do so.

4. Disclaimer of Warranty

All Materials are provided "as is" without warranty of any kind. Drama Education Network and its suppliers disclaim all warranties, either express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose. Drama Education Network does not warrant that functions contained in the Materials will meet your requirements, work perfectly with your computer system or printer, or that operation of the Materials will be uninterrupted or error free.

5. Limitation of Liability

IN NO EVENT WILL DRAMA EDUCATION NETWORK OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS. LOST SAVINGS. LOSS OF DATA. OR OTHER DAMAGES TO YOUR COMPUTER EQUIPMENT OR MOBILE DEVICES.

6. Governing Law

This Agreement shall be governed by California state law in the city of Los Angeles.

7. Changes in Terms

We reserve the right to update the terms of this Agreement without notice to you. Updates and changes will be posted on our website. Each time you renew your Single Teacher License for continued access to the Materials, you are agreeing to the most current version of this Agreement, which is the version posted online at the time of your renewal. This Agreement can only be superceded by another official License Agreement authorized by Drama Education Network.

8. Contact

For questions, comments, and concerns contact us through our web site at www.DramaEd.net.