

Teaching Channel's Service Terms & Conditions and Platform Use

Updated: July 23, 2024

Service Terms & Conditions

These terms and conditions (“ Service Terms & Conditions ”) governing services (“ Services ”) provided by Teaching Channel Inc. (“ Teaching Channel ,” “ we ,” “ us ,” and “ our ”) cover various platform subscription types and are subject to the Teaching Channel Terms of Use and Copyright Terms that follow these Service Terms & Conditions. Capitalized terms shall have the meaning set forth in the Terms (as defined below).

Terms of Use and Copyright Terms

Welcome to Teaching Channel. The Platform (as defined below) is operated by Learners Edge, LLC, doing business as K12 Coalition, and its subsidiary, Teaching Channel, to provide you with quality, impactful professional development resources. This Terms of Use Agreement (together with any documents referred to therein, including our Privacy Policy, the “ Terms ”) apply to (1) ordering, purchasing, and participating in Teaching Channel courses (“ Courses ”), (2) your use of our website (“ Site ”) or other services offered at www.TeachingChannel.org (effective December 19, 2019, www.TeachingChannel.com), and (3) our online education portal and any mobile application we develop utilizing the tools from this Site (collectively with content, Software (as defined below), Courses, and course materials we provide, in whole or in part, our “ Platform ”).

If you are accessing our Platform on behalf of, or for the purposes of, another person, including a business or other organization, “you” or “your” also means that other person, including a business organization. You represent and warrant to Teaching Channel that you are authorized to bind such other person to these Terms. Capitalized terms shall have the meaning set forth in these Terms. These Terms are subject to any agreement between Teaching Channel and your applicable institution.

FOR NEW JERSEY RESIDENTS, TO THE EXTENT ANY TERM HEREOF (OR OF ANY RELATED AGREEMENT INCORPORATED HEREIN) IS SUBJECT TO THE NEW JERSEY TRUTH-IN-CONSUMER CONTRACT, WARRANTY AND NOTICE ACT (“ TCCWNA ”) AND SUCH TERM, IF ENFORCED AS PROVIDED HEREIN, IS CONTRARY TO OR VIOLATIVE OF ANY CLEARLY ESTABLISHED RIGHT YOU HAVE UNDER STATE OR FEDERAL LAW, SUCH OFFENDING TERM(S) SHALL BE DEEMED OMITTED FROM THESE TERMS (AND SUCH USER AGREEMENT), AND YOUR AGREEMENT TO THESE TERMS DOES NOT AND WILL NOT IN ANY WAY CONSTITUTE A WAIVER OF YOUR RIGHTS UNDER THE TCCWNA.

Please review these Terms frequently, as we may revise and update these Terms in our sole discretion and will post any updates to these Terms on this Site. If we make material changes to these Terms, we may notify you here or by means of a notice on our home page. Your continued use of this Platform, or any other service provided through the Platform, means that you accept and agree to the modified Terms. Teaching Channel makes no representation or warranty regarding access to content available through the Services, including the quality of streaming content and the download speed of downloadable content, as the quality (e.g., the resolution) of streaming content, as well as the download speed of downloadable content, may be affected by a variety of factors such as a user's location, the content being streamed or downloaded and the speed of a user's Internet connection. **YOU ACKNOWLEDGE AND AGREE THAT TEACHING CHANNEL SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION, OR DISCONTINUANCE OF THIS SITE, OUR PLATFORM, OR INFORMATION PROVIDED ON THIS SITE OR ACCESSED BY YOU THROUGH THIS SITE.**

By using the Platform, you further agree that you will not use the Platform or any materials available herein for any unlawful activity or use it in any way that would violate any of these Terms. When applicable, you further agree, as a condition of using the Platform, to ensure that all of your agents, employees, and independent contractors adhere to these Terms.

You may establish one (1) user account (the "Account") for yourself. You agree that you will not allow any others to use your username, password (to the extent a password is required to access the Service), and/or your Account. You are liable for all uses of the Account, and agree to indemnify and hold Teaching Channel, its partners, parent, subsidiaries, affiliates, agents, distributors, contractors, and licensors, including, without limitation, Teaching Channel, harmless for any improper, unauthorized, or illegal uses of your username, password, and/or your Account. This includes illegal, unauthorized, or improper use by anyone to whom you have given permission to use your username, password, and/or Account.

You are solely responsible for all use of our Platform under your username and password and for maintaining the confidentiality of your username and password. You will promptly notify Teaching Channel of any actual or suspected unauthorized use of our Platform or your username or password. If you cannot remember your password, you will be prompted to reset your password by following the instructions on the login page. By accessing the Platform under a username with Teaching Channel, you authorize Teaching Channel to contact you at your e-mail address.

We may provide you with any notices under these Terms by means of a posting on our Platform, by email, or by sending a message to you through our Platform. To opt out of receiving marketing emails from us, follow the "unsubscribe" link on the email to change your user preferences or follow the procedures set forth in our [Privacy Policy](#). However, there are certain system-generated and legal notices that you cannot opt out of without deactivating your account.

As to your use of our Teaching Channel Plus products and services, we will not use, share, disseminate, or otherwise distribute or reproduce User Content (as defined below) submitted on the Teaching Channel Plus platform or module via any other medium, except that we will use the User Content to provide you with the Teaching Channel Plus products and services you have requested.

IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A FORUM, COURSE, OR OTHERWISE ON THIS SITE, YOU DO SO AT YOUR OWN RISK.

Data Retention Policy

We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, contact us at privacy@teachingchannel.com.

Teaching Channel will maintain & store client generated account usage statistics, client generated videos, and other client created/uploaded materials up to six (6) months after the account becomes inactive and expires. Teaching Channel will make reasonable efforts to help customer(s) closing their accounts to download customer generated information. Teaching Channel reserves the right to delete all account information and user generated material after an account has become inactive and expired for more than six months.

Teaching Channel will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

We may, without liability or obligation, in our sole discretion and at any time: (A) terminate these Terms or suspend your account at any time with notice to your institution in the event that you breach (or we reasonably suspect that you have breached) any provision of these Terms; (B) make modifications to, or discontinue, any Courses and/or subscriptions with or without providing you with notice (except as we may expressly agree to provide you with notice elsewhere in these Terms); and/or (C) require you to use modified Courses or materials and/or a modified version of the Courses or materials in order to have continued access to the Courses and subscriptions. The modifications may result in certain Courses or materials being unavailable, or incompatible with certain devices. Additionally, we may, in our discretion, impose additional time limits, platform restrictions, geographic, or other restrictions on the availability of certain Courses. Teaching Channel controls its Platform (excluding linked sites) from the United States of America, and makes no representation that any content contained in the Platform is appropriate or available for use in other locations. Accessing the Platform in locations where the use of such content is illegal is prohibited. Further, we may terminate these Terms or suspend your account at any time if your employer elects to terminate either its use of our Platform or your use of the Platform, or if our agreement with your employer is terminated. We will have no liability or responsibility to you if we terminate these Terms, suspend your account, or modify the Courses, subscriptions, or materials under this paragraph.

If we give you advance notice, you shall promptly cease the use of, and destroy, all copies of any specified Courses or materials, or otherwise modify your usage as directed by us. You agree that neither we nor our affiliates shall be liable to you or to any third party for any modification, suspension, or discontinuance of the Courses or materials.

Intellectual Property

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use our Platform for your personal use only, subject to the payment of any applicable fees. As a condition of your use of our Platform, you warrant that you will not use our Platform for any purpose that is unlawful or prohibited by these Terms. You may not use our Platform in any manner which could damage, disable, overburden, or impair our Platform, or interfere with any other party's use and enjoyment of our Platform. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through our Platform.

All content included as part of our Platform (other than User Content, which you license to us pursuant to these Terms), such as text, graphics, audio, video, logos, images, as well as the compilation thereof (including any translations thereof), and any software used on our Platform, is our property or the property of our affiliates, assigns, licensors, subsidiaries, suppliers, and/or other providers, and is protected by copyright and other laws (including international laws) that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content, and will not make any changes thereto. Title to our Platform and any portion thereof is retained by Teaching Channel or its affiliates, assigns, licensors, subsidiaries, suppliers, and/or other providers and is furnished hereunder on a licensed basis as described herein.

You will not, and will not allow others to, modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content or software, in whole or in part, found on our Platform. Our Platform is not for resale. Your use of our Platform does not entitle you to make any unauthorized use of any content, and in particular, you will not delete or alter any proprietary rights or attribution notices with any content or software. You will use our Platform solely for your personal use, and will make no other use of our Platform without our express written permission. You agree that you do not acquire any ownership rights in our Platform or any content therein. We do not grant you any licenses, express or implied, to our intellectual property or our licensors, except as expressly authorized by these Terms.

Teaching Channel, the Teaching Channel logo and any other product or service name or slogan contained in the Site are trademarks of Teaching Channel and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Teaching Channel or the applicable trademark holder. Teaching Channel is a trademark of Teaching Channel Inc. In addition, the look and feel of the Site and Platform, including all page headers, custom graphics, button icons, and scripts, is the service mark, trademark, and/or trade dress of Teaching Channel and may not be copied, imitated, or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names, or logos mentioned in the Site and Platform are the property of their respective owners.

In the event you violate any of the terms hereof, or if your Course or subscription is not renewed, all rights and licenses granted to you hereunder shall immediately terminate.

User Contributions

You subscription license may or may not allow you to comment or otherwise post videos, photos, or other content on the Site. To the extent portions of this Platform or your subscription license does allow you to comment or otherwise post videos, photos, or other content on the Site (“ User Content ”), you may not post User Content that:

- violates any copyright, trademark rights, patent rights, rights in know-how, privacy or publicity rights, trade secret rights, confidentiality rights, contract rights, or other rights of any individual or legal entity;
- is harmful, hateful, threatening, abusive, harassing, defamatory or libelous, sexually explicit, vulgar, lewd, obscene or pornographic, racially, ethnically, or otherwise objectionable or offensive, inappropriate, inflammatory, or invasive of the privacy or violative of any personal right of any person or entity;
- you know (or reasonably should know) is false, deceptive, or misleading;
- contains information that could be used for identity theft purposes, such as social security numbers, credit card, bank account or other financial information, driver’s license numbers, security codes, or passwords;
- links to materials or other content, directly or indirectly, to which you do not have a right to link or that violates these restrictions;
- violates any applicable local, state, national, or international law; or contains any viruses or other malware.

All videos and photos you submit must also be in accordance with the following:

- All photos must be relevant to Teaching Channel or the Platform;
- You must not submit photos or information about children or any third parties without their express consent (or their parent’s consent in the case of a child);
- You must submit only your own photos – you must not submit photos from any other source, either personal or commercial; and
- You must not submit photos that include logos, branding, promotional material, or any other content intended for commercial purposes.

Use of User Content On Our Platform

All User Content generated, produced or created by you is your property and continues to be your property after you have submitted the User Content on our Platform. By posting User Content on our Platform, you (A) represent and warrant that the posting of such User Content does not violate these Terms or applicable laws, including export control laws and regulations, and (B) grant us and our affiliates an irrevocable, non-exclusive, worldwide, fully paid-up and royalty-free, transferable, and sublicensable license to copy, display, upload, adapt, perform, publish, distribute (through multiple tiers of distribution and partnerships), store, modify and otherwise use and fully exploit such User Content, in whole or in part, throughout the universe in any form, format, or medium now or hereafter known, for the purpose of providing the Teaching Channel products and services you have requested, to create new Teaching Channel products and services, to market Teaching Channel products and services to you or for any other reasons the Teaching Channel deems appropriate in its sole discretion.

Teaching Channel does not and shall not have any obligation to review User Content, and therefore we do not guarantee the accuracy, integrity, or quality of User Content and we cannot assure you that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful, or otherwise objectionable User Content will not appear on our Platform. We do, however, reserve the right to review any or all User Content in our sole discretion. In addition, we reserve the right to alter, edit, or remove any User Content, in whole or in part, at our sole discretion. You will be held liable for any illegal or prohibited User Content you provide to this Site, including, among other things, infringing, defamatory, or offensive materials. If you discover this kind of material on this Site, please notify us immediately at editorial@TeachingChannel.com. We will investigate your claim promptly and may then take the actions we deem appropriate.

UNDER NO CIRCUMSTANCES SHALL TEACHING CHANNEL OR ITS AFFILIATES BE LIABLE IN ANY WAY FOR ANY USER COMMENTS POSTED ON OR MADE AVAILABLE THROUGH THE PLATFORM. We do not control, have no obligation to monitor, are not responsible for what users post, and are not responsible for any offensive, inappropriate, obscene, unlawful, infringing, or otherwise objectionable or illegal User Content on our Platform. Teaching Channel claims no ownership, affiliation with, or endorsement of any photos that are submitted by users through the Platform.

Digital Millennium Copyright Act Policy

Our policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (“DMCA”). In accordance with the DMCA and other applicable law, Teaching Channel has adopted a policy of terminating the accounts of, in appropriate circumstances and at Teaching Channel’s sole discretion, subscribers who are deemed to be repeat infringers. Teaching Channel may also, at its sole discretion, limit access to this Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. If you believe that an account holder or subscriber is a repeat infringer, please provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer when filing your notice. You may not submit a copyright claim on behalf of another individual or organization with which you have no affiliation.

Notifications of claimed copyright infringement should be sent to the Site’s designated agent (see below). ALL INQUIRIES NOT RELEVANT TO OR NOT COMPLYING WITH THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. Teaching Channel will process and investigate notices (each, a “Notice”) of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, Teaching Channel will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Teaching Channel the following information in your Notice (to be effective, the Notice must include ALL of the following):

- a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly being infringed;

- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Platform;
- your address, telephone number and e-mail address, and all other information reasonably sufficient to permit Teaching Channel to contact you;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed.

Notices of claimed copyright infringement should be directed to Teaching Channel's designated agent:

Teaching Channel Inc.

[2805 Dodd Road](#)
[Suite 200](#)
[Eagan, MN](#)

Attn: Mike A. Smith, President & Copyright Agent

Third Party Content and Sites

The Platform may contain materials and hyperlinks to websites provided or operated by third parties, including any embedded third-party functionality (e.g., use of social media on or through the Platform). We do not control such materials or websites and will not be responsible for their content, or for any breach of contract, or any intentional or negligent action on the part of such third parties, which results in any loss, damage, delay, or injury to you or others. Inclusion of any such materials or linked websites on our Platform does not imply or constitute approval or endorsement of the linked website by us. If you decide to leave our Platform to access these materials or third-party sites, you do so at your own risk. All rules, policies (including privacy policies), and operating procedures of websites operated by third parties will apply to you while viewing such materials or on such sites. We are not responsible for information provided by you to third parties.

Redistribution

For the avoidance of doubt, none of the Platform, content, or any course materials may be distributed to or made accessible to others, or be used for any commercial purposes, other than pursuant to a separate license from Teaching Channel expressly granting the right for such use. Without limiting the foregoing, you may not resell or link to other sites for the purpose of selling Teaching Channel products or services of any kind or allowing access thereto by third parties, without our express written permission. We will investigate and take appropriate legal action against anyone who violates this provision, including, without limitation, removing the offending communication from this Platform and barring such violators from use of this Platform. We reserve the right to block access to or cancel any order for any user known or reasonably believed to be in violation of this provision.

Indemnification

You agree to indemnify, defend, and hold harmless Teaching Channel and its affiliates, officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to access and use our Platform or any part thereof, any claim that your User Content violates the intellectual property rights of a third party, your violation of these Terms, or your violation of any rights of a third party or your violation of any applicable laws, rules, or regulations. We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses; provided that if we assume the exclusive defense and control because of your failure to indemnify us in accordance with the foregoing, then such exclusive defense and control by us shall be at your cost.

Disclaimer of Warranty; Limitation of Liability

TEACHING CHANNEL AND/OR ITS AFFILIATES OR SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, CONTENT, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED ON OR ACCESSIBLE VIA THE PLATFORM OR THE PLATFORM ITSELF (COLLECTIVELY, "PLATFORM MATERIALS ") FOR ANY PURPOSE AND MAKE NO REPRESENTATION THAT ANY TEACHING CHANNEL COURSE WILL MEET YOUR SPECIFIC NEEDS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH PLATFORM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TEACHING CHANNEL AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE PLATFORM AND PLATFORM MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TEACHING CHANNEL AND/OR ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE PLATFORM, WITH THE DELAY OR INABILITY TO USE THE PLATFORM, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY PLATFORM MATERIALS OBTAINED THROUGH THE PLATFORM, OR OTHERWISE ARISING OUT OF THE USE OF THE PLATFORM OR THE PLATFORM MATERIALS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TEACHING CHANNEL OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. YOU UNDERSTAND AND AGREE THAT YOUR CANCELLATION OF YOUR ACCOUNT IS YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY WITH RESPECT

TO ANY DISPUTE WITH US. YOU CAN CANCEL YOUR ACCOUNT BY DELIVERING NOTICE TO US OR USING THE ACCOUNT DELETION FUNCTION WITHIN OUR PLATFORM, IF THAT FUNCTION IS AVAILABLE. CERTAIN STATE LAWS DO NOT ALLOW EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

The above limitations of liability reflect the allocation of risk between the parties, and will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose. The limitations of liability provided in these Terms inure to the benefit of Teaching Channel, the Teaching Channel affiliates and/or their respective suppliers.

Remedies

You understand and agree that any unauthorized use of our Platform would result in irreparable injury to us for which money damages would be inadequate, and in such event we will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you. Nothing contained in this paragraph or elsewhere in these Terms shall be construed to limit remedies or relief available pursuant to statutory or other claims that we may have under separate legal authority, including but not limited to, any claim for intellectual property infringement.

U.S. Government Restricted Rights

All materials supplied by or through our Platform are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the U.S. government ("Government") is subject to restrictions as set forth in FAR52.22724 and DFAR252.227-7013 et seq. or its successor. Use of any of such by the Government constitutes acknowledgment of our and its licensors' proprietary rights therein. In the event that the Terms, or any part thereof, is deemed inconsistent with the minimum rights identified in the restricted right provisions, the minimum rights shall prevail.

Governing Law, Venue, and Jurisdiction

These Terms shall be treated as though they were executed and performed in Minnesota and shall be governed by the laws of the State of Minnesota and the laws of the United States without regard to conflict of law principles. Any claim or dispute related to our Platform or under these Terms of Use, the Privacy Policy, and any legal notices on this Platform, must be instituted within one (1) year after the claim arose (if multiple claims, from the date the first claim arose), or be forever waived and barred. You agree that you will bring any claims in, and submit to the exclusive jurisdiction of, the state and federal courts located in the County of Hennepin, in the State of Minnesota.

Arbitration

PLEASE READ THIS CAREFULLY. WE WANT YOU TO KNOW HOW IT AFFECTS YOUR RIGHTS. By using the Platform, you agree that Teaching Channel, at its sole discretion, may require you to submit any disputes arising from the use of this Site or these Terms, concerning or including disputes arising from or concerning their interpretation, violation, invalidity, non-performance or termination, to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said rules. Notwithstanding these rules, however, such proceeding shall be governed by the laws of the State of Minnesota. Any award in an arbitration initiated under this clause shall be limited to monetary damages (as further limited herein) and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Further, the arbitrator(s) shall have no authority to award punitive, consequential, or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by statute.

Notice for California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please contact us at:

Teaching Channel Inc.
2805 Dodd Road
Suite 200
Eagan, MN 55121
Attn: Terms & Conditions

California residents may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at:

1625 North Market Blvd.
Sacramento, CA 95834
(916) 445-1254 or (800) 952-5210

Survival

After termination or expiration of these Terms, any provision of these Terms that by its very nature or context is intended to survive any termination, cancellation, or expiration hereof or thereof, including without limitation, confidentiality and indemnification provisions, shall so survive.

Electronic Communications

Visiting or using our Platform, or sending emails to us constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, and on our Platform, satisfy any legal requirement that such communications be in writing.

Miscellaneous

These Terms of Use, together with our [Privacy Policy](#), are the entire agreement between you and us related to your use of our Platform. You understand and agree that, except as expressly set forth herein, these Terms are not intended to confer and do not confer any rights or remedies upon any person other than the parties to these Terms. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Our failure to pursue any available claim or defense pursuant to these Terms or otherwise will not be a waiver of such claim or defense. The headings used in these Terms are for convenience only and will have no effect on the interpretation or legal enforceability of the terms herein. These Terms will bind and inure to the benefit of each party's permitted successors and assigns. However, these Terms are personal to you and may not be transferred by you, assigned by you or delegated by you to anyone. Any attempt by you to assign, transfer, or delegate these Terms shall be null and void.

Contact Information

Please contact us at 866-701-4614 or info@TeachingChannel.com with any questions or concerns.

Notice Of Teaching Channel Terms of Use and Copyright Terms

As further described below: You, as a Subscriber (as defined below), must have an active license and your account must be in good standing with Teaching Channel Inc. (“ Teaching Channel ”) to access and view any Teaching Channel content; and you are prohibited from sharing Teaching Channel content with non-Subscribers.

This is notice of the Terms and Conditions between Teaching Channel, with an address of Grand Oak Business Park, 2805 Dodd Road, Suite 200, Eagan, MN 55121 and you and any Teaching Channel user (“ Subscriber ”). Teaching Channel owns and operates a web site and service currently located at <https://www.teachingchannel.com> (the “ Site ”) that provides a resource for educators. Subscribers have accessed and used the Site, and have therefore agreed to the Terms of Use (together with the Privacy Policy, the “ Terms of Use ”) set forth therein. Teaching Channel also offers schools, districts, and education organizations the ability to access the Teaching Channel Dedicated Platform, a private collaboration platform for enabling teachers and teacher leaders to work together, which includes a robust library of videos that the organization can add to and customize, and Subscribers can create areas within the Site of Subscriber's own users (which, for clarity, are other Subscribers) and content (collectively, the “ Platform ”). As described in the Terms of Use, Subscribers' instances or accounts can be subject to termination if not properly used or unlawfully shared, or for any other reason Teaching Channel deems appropriate, in its sole discretion. If you are receiving this notice, you are a Subscriber and, upon the continued use of the Site and the Platform, you hereby agree to the Terms of Use and this notice.

In addition to confirming your agreement to the Terms of Use, this notice serves to inform you that copyright laws apply to original works to control how they are used and if it can be copied, whether marked with a “©” or not. Pursuant to such laws, unauthorized use of such works can result in copyright infringement, which can lead to legal challenges. Legal rights to acquire use of Teaching Channel’s videos via the Site is only granted when a subscription license has been purchased by you, a Subscriber, per applicable Subscriber. Any videos being viewed or broadcasted must be viewed or broadcasted to exclusive individual Subscriber accounts, each containing individual usernames and passwords (and/or SSO and URL license agreements) in the form of written consent agreements. The law states, and Teaching Channel requires, that you, the Subscriber, and other Subscribers, always need permission from the copyright owner for any content not created by yourself that is shared with others.