

Creativity Toolbox License Agreement

PREAMBLE

1. We want to provide as fair a license agreement as we can. This agreement applies to all Creativity Toolbox products and websites.
2. In plain English, the general intent and spirit of this agreement is to state that when you purchase a license to use this subscription website, that it does not contain spyware or viruses, that you may use the source code but not resell or redistribute it, that you use it at your own risk, and that refunds are available if this software does not work as described and the problem cannot be resolved. This Site is a Gateway Site, providing links to free, public domain content readily available on the internet. Creativity Toolbox makes no claims as to the quality or suitability of the content on these links and offers these links for entertainment and enrichment purposes only. It does however promise to maintain the creativity Toolbox website and ensure that quality arts content of appropriate type is available on a continuing basis for all site users.

LICENSE AGREEMENT

1. Applicability of License: Web Site

Creativity Tool Box operates the portal website located at <http://www.creativitytoolbox.org> (the "Site"), an on-line creativity Gateway where registered authorized Users ("Users") can gain information about creativity and access links to free online content provided by other parties. Users may be granted one User ID and Password per account contact. In order to become a user and access the site, the form on <http://creativitytoolbox.org/check.html> must be completed and submitted with the appropriate form of payment.

a. User Eligibility.

Only authorized users may access and use the services of the site. Creativity Toolbox reserves the right to refuse or revoke user privileges on the site, or to limit a user's ability to access information on the site. Creativity Toolbox may terminate, without prior notice, the access of a user who breaches any of the terms or conditions of this End-User Licensing Agreement.

2. General Rules for Site Use

a. User Accounts.

In general, for each license you have acquired for the Site, all individuals at the User location are authorized to use the Site according to the terms of this EULA. Each User is given a unique User ID and a Password. By special financial agreement, members of user's community may be entitled to use the Site off-location. For this, a specialized user ID and password will be issued.

b. Data Manipulation.

No User may attempt to manipulate the data or transactions to which it has access or to otherwise take any actions Creativity Toolbox determines to be inconsistent with the intended use of the Site.

c. Accessibility.

Each user is responsible for providing all equipment necessary to access the Internet and interact with the Site.

d. Information Security.

No User may attempt, through the use or introduction of any device, software or executable routine (including but not limited to any viruses, Trojan horses, worms, or other executable programs), to damage or interfere with the proper working of the Site or any transaction executed on the Site.

e. Limitation On Reverse Engineering, Decompilation, and Disassembly.

You may not reverse engineer, decompile, or disassemble the Site.

g. Free Online Content.

Since Creativity Toolbox is a "Gateway Site" serving as a Portal to free online content, it claims no responsibility for the quality or availability of such content. Said content may change from time to time. If notified that certain linked content has become unavailable, Creativity Toolbox shall make its best efforts to replace it with links to suitable alternative content.

h. Use of Information.

All information and materials on the site is solely for each User's internal use. The content is for enrichment and entertainment purposes and no claims are made as to contents health and wellness-inducing value. No information may be printed out, copied, downloaded or otherwise duplicated for the purpose of distribution to any third party or for any use that is not consistent with the Creativity Toolbox intended enrichment purpose for the Site.

i. Account Termination.

Creativity Toolbox reserves the right to suspend or terminate the rights of any user in response to the improper use of the site or misappropriation of its information.

k. Each User agrees to comply with all applicable local, state, federal, and international laws, statutes, rules and regulations relating to User's use of the Site, including without limitation all applicable tariffs and trade laws.

l. Website Maintenance.

Creativity Toolbox reserves the right to perform system maintenance and administration during the course of the day. As a result the site may from time to time be unavailable for access.

3. Entire Agreement

This EULA (including addendums, if any) are the entire agreement between you and Creativity Toolbox relating to the Site and the Support Services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Site or any other subject matter covered by this EULA. To the extent the terms of any Creativity Toolbox policies or programs for Support Services conflict with the terms of this EULA, the terms of this EULA shall control.

a. Intellectual Properties.

The Site and any Support Products are protected by copyright and other intellectual property laws and treaties. Creativity Toolbox owns the title, copyright, and other intellectual property rights in the Site. The Site is licensed, not sold.

4. Miscellaneous.

This EULA is governed by the laws of the State of Pennsylvania, USA.

a. Contacts.

Should you have any questions concerning this EULA, or if you desire to contact Creativity Toolbox for any reason, please contact us at: Creativity Toolbox 1482 Society Hill Drive, Bensalem, PA 19020

5. Warranty

We warrant that the Site will provide the features and functions generally described on our website. We have taken all reasonable steps to keep the site free of viruses, spyware, "back door" entrances, or any other harmful code. We will not track or collect any information about you, your data, or your use of the site except as you specifically authorize. We will not intentionally deprive you of your ability to use any features of the Site. We do not warrant that the Site or your ability to use it will be uninterrupted or error-free. To the extent permitted by applicable law, we disclaim any implied warranty of merchantability or fitness for a particular purpose.

6. Limitation of Liability:

Your exclusive remedy under the above limited warranty shall be a refund of whatever portion of registration fee is unused as of the date of complaint.

7. Your Privacy

Your information will never be sold or given to a third party without your express consent.

8. Copyright

All content on the Site is protected under US copyright laws.