

2021-2022 SCHOOL YEAR SUBSCRIPTION FORM



Your school license is for the Teacher Classroom NewzBrain Weekly consisting of the Interactive Jeopardy games and the print game. All NewzBrain licensing goes through May 2022. **Note: If you have already renewed, disregard this form.**

- ☐ **\$398** 1-2 Teachers: We want **PREMIUM** NewzBrain! Includes the **Interactive jeopardy-style games, Print game, Quiz Bowl Challenge, and Monthly Team** for the 2021-2022 School Year
- ☐ **\$498** 3+ Teachers: We want **PREMIUM** NewzBrain! Includes the **Interactive jeopardy-style games, Print game, Quiz Bowl Challenge, and Monthly Team Challenge** for the 2021-2022 School Year
- ☐ **\$299** 1-2 Teachers: **Interactive jeopardy-style games ONLY** for the 2021-2022 School Year
- ☐ **\$399** 3+ Teachers: **Interactive jeopardy-style games ONLY** for the 2021-2022 School Year

For District-wide pricing call NewzBrain.



PLEASE PRINT CLEARLY

School Name: _____ Phone: (____) _____ - _____

Address: _____ Fax: (____) _____ - _____

City: _____ State: _____ Zip Code: _____

School Contact Name: _____

Email Address: _____

PAYMENT METHOD:

- ☐ Principal Signature Approval, Send statement in the fall _____
- ☐ Check Enclosed (Make checks payable to NewzBrain Education)
- ☐ School Purchase Order # _____
- ☐ Principal Signature Approval, Send Statement Now _____

Note: For credit card orders, please go to www.newzbrain.com to place your order.

MAIL OR FAX TO: NEWZBRAIN EDUCATION | COLLEGE VIEW STATION | PO BOX 6544 | LINCOLN, NE 68506
PHONE: 402-944-7300 | FAX: 402-944-7301

Last modified: March 29, 2017

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND NEWZBRAIN EDUCATION ("NewzBrain"). AS USED HEREIN, "YOU" MEANS A USER OF THE SERVICE AND IN ADDITION, WHEN THE USER OF THE SERVICE IS PROVIDED ACCESS TO USE THE SERVICE BY A SCHOOL AND/OR SCHOOL DISTRICT OR OTHER ORGANIZATION (AN "ENTITY"), THE TERM "YOU" ALSO INCLUDES SUCH ENTITY. YOU SHOULD CAREFULLY READ THIS AGREEMENT, AND THE NewzBrain [General Privacy Policy](#) AND NewzBrain [COPPA Privacy Policy](#) (the "Privacy Policies"), WHICH ARE INCORPORATED INTO AND ARE A PART OF THIS AGREEMENT.

NewzBrain owns or operates the website www.newzbrain.com This website and the services available thereon and other services NewzBrain may make available from time to time (together with associated and successor websites and services) are referred to as the "Service".

THIS AGREEMENT GOVERNS YOUR USE (AND THAT OF ANY PERSON YOU PROVIDE ACCESS TO USE) OF THE SERVICE. YOU AGREE BY USING OR ACCESSING THE SERVICE, OR BY PROVIDING ACCESS TO ANOTHER PERSON TO USE THE SERVICE, TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO AGREE TO BE BOUND BY THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE SERVICE OR TO PROVIDE ANOTHER PERSON WITH ACCESS TO USE THE SERVICE. IF YOU USE THE SERVICE, THIS AGREEMENT WILL APPLY TO YOU UNLESS NEWZBRAIN AND AN ENTITY GRANTING YOU A RIGHT OF ACCESS TO THE SERVICE EXPRESSLY AGREED IN WRITING THAT SOME OR ALL OF THE TERMS OF THIS AGREEMENT WILL NOT APPLY TO YOU.

1. Changes to this Agreement. NewzBrain reserves the right to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement (including the Privacy Policies, as provided therein, which are incorporated into, a part of, and governed by this Agreement) at any time from time-to-time. No change to this Agreement shall change the terms of any then-current written agreement executed between NewzBrain and an Entity. NewzBrain will provide you with notification of any material changes by email, postal mail, website posting, pop-up screen or in-service notice. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must immediately stop using the Service. Your use of the Service following any revision to this Agreement constitutes your acceptance of any and all such changes. You may reject any changes by ceasing all use of the Service.

1. Access to the Service.

2.1. Subject to your acceptance of and compliance with this Agreement, NewzBrain grants to you a non-exclusive, non-transferable, revocable limited license to use the Service for your personal non-commercial, private use. You agree not to use the Service for any commercial purposes, or to download, save, copy, transmit or distribute the content of the Service, including without limitation on any other website or networked computer environment, except as specifically allowed in this Agreement. Your use of the Service is conditioned upon your compliance with this Agreement; any use of the Service in violation of this Agreement will be regarded as an infringement of NewzBrain's copyrights in and to the Service.

2.2. NewzBrain may change, modify, suspend, or discontinue any aspect of the Service at any time unless you have a separate written agreement with NewzBrain for delivery of the particular Service in question, in which case any suspension or termination of the Service shall be governed instead by such written agreement. Such change, modification, suspension or discontinuation can be for any reason and is not limited to your breach of this Agreement. NewzBrain may also impose limits on certain features or restrict or prohibit your access to parts or all of the Service without notice or liability. You agree to be bound by any application-, tool- or content-specific rules published within the Service.

2.3. You expressly agree that the content of the Service may be viewed and accessed only by end users (i.e., you, your students (if you are not a student yourself) and your Entity), and not by any other website or web publisher (e.g., you assisting in the “scraping” of content is expressly forbidden).

3. Use of the Service by Minors. Individuals under the age of 18 may not use the Service unless their Entity enters into an agreement with NewzBrain that allows such individuals to use the Service. In the event that you authorize a minor to, or provide a minor with access to, use the Service, you hereby agree to this Agreement on behalf of yourself and such minor, and you understand and agree that you will be responsible for all uses of the Service by the minor to whom you provide access to use the Service whether or not such uses were authorized. Alternatively, in lieu of you, a parent or guardian of the minor may agree to this Agreement on behalf of him or herself and such minor, so long as the parent or guardian agrees in writing that he or she is responsible for all uses of the Service under the Agreement by such minor, whether or not such uses were authorized.
4. Representations of School Districts and Schools with Minors. If you are an Entity authorizing a student under the age of 18 to, or providing such a student with access to, use the Service, you hereby represent and warrant that such student’s parents or guardians have agreed to the terms of this Agreement and the Privacy Policies on behalf of such student and that you have obtained all parental consents and permissions in connection with the Service and you will otherwise comply with all federal, state, and local law (and all regulations and rules thereunder) governing such student accessing and using the Service, including without limitation the Children’s Online Privacy Protection Act and the Family Educational Rights and Privacy Act.
5. Intellectual Property.

5.1. Unless otherwise specified in writing, all materials that are part of the Service are owned, controlled, or licensed by NewzBrain and its licensors and are protected by law from unauthorized use. The entire contents of the Service (including without limitation all visual content, audio visual content, text (including without limitation, exam and survey questions) (the “Content”), and the arrangement, sequence, structure, and organization of the Service, are copyrighted under the United States copyright laws and/or similar laws of other jurisdictions. NewzBrain and NewzBrain logos are trademarks of NewzBrain and may not be used without the express written permission of NewzBrain. You do not acquire any ownership rights by using the Service or downloading material from the Service, you have during this Agreement only the limited right to use the Service for your personal education.

5.3. If you elect to submit to NewzBrain any essay or other works of authorship or comments, feedback, suggestions, ideas and other submissions in connection with your use of or otherwise relating to the Service, whether in writing or orally (collectively, “Submissions,” but excluding any material to the extent it constitutes an “education record” under that federal law known as Family Educational Rights and Privacy Act), you agree in consideration of your use of the Service that NewzBrain may use such Submission (including reproduce, distribute, perform and display), modify such Submission, and act on such Submission (by executing on an idea, practicing a process, making, offering and selling a product, or creating further ideas, processes or products from or incorporating your Suggestion), in each case without owing any royalty or otherwise accounting to you, and you agree to not assert any right you may have in such Suggestion against NewzBrain or any party NewzBrain authorizes to act on the foregoing rights or any successor-in-interest to NewzBrain. You agree such rights may be exercised or further authorized anywhere in the world and will survive any termination of your account(s), the Service, or this Agreement. You represent and warrant that any Submissions are your original creations, that you have all rights to the Submissions, and that the Submissions do not infringe or violate the rights of any party, including without limitation any intellectual property rights or rights or privacy or publicity.

6. Passwords. NewzBrain has several tools that allow you to record and store information in your account. You are responsible for all actions on the Service by you or under your Service password or account and for taking all reasonable steps to ensure that no unauthorized person shall have access to your Service password or account. Without limiting the foregoing: (a) you are responsible for all actions taken by individuals that you provide access to use the Service; and (b) it is your sole responsibility to (i) control the dissemination and use of any login code and password; (ii) authorize, monitor, and control access to and use of your Service account and password; (iii) promptly inform NewzBrain of any need to deactivate a password. You grant NewzBrain and all other persons or entities involved in the operation of the Service the right to transmit, monitor, retrieve, store, and use any information recorded and/or stored in your account in connection with the operation of the Service.
7. Usage Rules. As a condition of your use of and access to the Service, you shall not: (a) copy or adapt the Service's software including but not limited to Flash, PHP, HTML, Java, CSS, JavaScript or other code; (b) reverse engineer, decompile, reverse assemble, modify or attempt to discover any software (source code or object code) that the Service create to generate web pages or any software or other products or processes accessible through the Service; (c) distribute any virus, time bomb, trap door, or other harmful or disruptive computer code, mechanism or program; (d) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service; (e) sell the Service or any part thereof including but not limited to user accounts and access to them in exchange for anything of value; (f) violate any applicable law, including without limitation any applicable export laws; (g) allow another person or entity to use your identity in order to access the Service; or (h) publicly post or otherwise disseminate any details regarding the Service's questionnaires (including the questions or answers) except fair use of such details under applicable copyright law for scholarly or newsworthy purposes.
8. Privacy and Protection of Personal Information. NewzBrain respects the privacy of visitors to, and users of, the Service. Information collected from you and any individual you provide access to use the Service is subject to NewzBrain's Privacy Policies. Please see NewzBrain's Privacy Policies at the links set forth at the beginning of this Agreement for more information on the collection and use of your information. By accepting this Agreement, you agree to all of the terms of the Privacy Policies, which are a part of this Agreement. If you are an Entity (or a representative thereof) that provides a user with access to use the Service, you agree to hold all user information you may receive from NewzBrain in confidence and in compliance with all applicable laws.
9. No Professional Advice. The Service and the Content are provided for informational purposes only. NewzBrain DOES NOT PROVIDE MEDICAL, LEGAL, CERTIFIED FINANCIAL, OR ANY PROFESSIONAL ADVICE NOR DOES THE SERVICE CONSTITUTE THE PRACTICE OF MEDICINE, LAW, OR ANY OTHER PROFESSION. Any information provided to you by NewzBrain as a result of your participation in the Service is being provided to you solely for your educational and informational benefit and should not be considered medical, legal, or professional advice or a substitute for the foregoing. You agree that you bear all responsibility for your own decisions you may elect to make based on any information you learn in connection with the Service.
10. Disclaimers; Limitations; Waivers of Liability.

10.1. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF USE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE

MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER NewzBrain NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS, NOR ANYONE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SERVICE (COLLECTIVELY, "NewzBrain PARTIES") WARRANT THAT THE SERVICE, INCLUDING THE INFORMATION MADE AVAILABLE THROUGH THE SERVICE, WILL BE UNINTERRUPTED, UNCORRUPTED, ACCURATE, RELIABLE, COMPLETE, CURRENT, TIMELY, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PAGES OR THE SERVER THAT MAKES THE SERVICE AVAILABLE ARE FREE FROM VIRUSES, WORMS OR OTHER HARMFUL COMPONENTS.

10.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE NewzBrain PARTIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST OR ANTICIPATED PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, THE USE OR MISUSE OF SUBMISSIONS OR CONTENT IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE, WHETHER OR NOT THE NewzBrain PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE FOREGOING EXCLUSION OF LIABILITY IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THE PARTIES INSTEAD AGREE THAT THE NewzBrain PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF THE AMOUNT YOU HAVE PAID NewzBrain IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM OR ONE HUNDRED DOLLARS.

10.3. TO THE FULLEST EXTENT PERMITTED BY LAW, THESE DISCLAIMERS OF LIABILITY APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

11. Release. Unless you are a governmental organization, you forever release, discharge, and covenant not to sue the NewzBrain Parties from any and all liability, claims, actions, and expenses that may arise, whether caused by the negligence of the NewzBrain Parties, or otherwise, in connection with use of the Service or through or as a result of the Service. In other words, you agree that you cannot sue the NewzBrain Parties if anything happens to you, any individual that you provide access to use the Service, or your property in connection with use of the Service or through or as a result of the Service. You agree that the provisions in this paragraph will survive any termination of your account(s), the Service, or this Agreement.

12. Third Party Claims. You agree to hold harmless the NewzBrain Parties from and against all third-party claims and actions brought against the NewzBrain Parties arising out of your use of the Service or that of any individual you provide access to use the Service and/or your breach or alleged breach, or that of any individual you provide access to use the Service, of any term, condition, obligation, representation or warranty in this Agreement, including by paying all attorneys' fees and costs to defend such claims and actions and all awards, damages, costs and expenses arising therefrom. You agree that the provisions in this paragraph will survive any termination of your account(s), the Service, or this Agreement.

13. Objectionable Content/Copyright Takedown. If you believe your rights have been violated by, or you otherwise object to, any posting, content or information on the Service, please contact us promptly at jon@NewzBrain.com so we can evaluate the claim and take appropriate action.

14. Third Party Sites and Products. We may include links to third party sites or services, or information about third party products or services. You should review the terms of use and privacy policies of all sites and services you link to from or are referred to by our Service. We do not endorse or take responsibility for

these third party offerings. We do not vet or take responsibility for third party sites, services or products or the postings or communications of other users.

15. Governing Law/Waiver of Injunctive Relief. Unless you are an Entity with a written agreement providing for a different governing law and process for resolving disputes, the following terms shall apply to you:

15.1. This Agreement and all aspects of the Service will be governed by and construed in accordance with the internal laws of the United States and the District of Columbia governing contracts entered into and to be fully performed in the District of Columbia (i.e., without regard to conflict of laws provisions) regardless of your location. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state or federal courts located in the District of Columbia, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts located in the District of Columbia.

15.2. To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and NewzBrain agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. You will send your notice to NewzBrain, Inc. (ATTENTION: LEGAL DEPARTMENT),

NewzBrain Education
College View Station
PO Box 6544
Lincoln, NE 68506

info@newzbrain.com

15.3. If you and NewzBrain are unable to resolve a Dispute through informal negotiations within 30 days, either you or NewzBrain may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration will be commenced and conducted under the Streamlined Arbitration Rules and Procedures (the "Rules") of JAMS, which is available at the JAMS website www.jamsadr.com. The determination of whether a Dispute is subject to arbitration will be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation will be governed by the Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and NewzBrain may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

15.4. You and NewzBrain agree that any arbitration will be limited to the Dispute between NewzBrain and you individually. To the full extent permitted by law, (a) no arbitration will be joined with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

15.5. You and NewzBrain agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or NewzBrain's intellectual property rights; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for injunctive relief.

16. Waiver/Severability.

16.1. The failure of NewzBrain to require or enforce strict performance by you of any provision of this Agreement or to exercise any right under them will not be construed as a waiver or relinquishment of NewzBrain's right to assert or rely upon any such provision or right in that or any other instance.

16.2. You and NewzBrain agree that if any portion of this Agreement, except any portion of Section 15.5, is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision will, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of this Agreement, which will continue to be in full force and effect. If Section 15.5 is found to be illegal or unenforceable then neither you nor NewzBrain will elect to arbitrate any Dispute falling within that portion of Section 15.5 found to be illegal or unenforceable and such Dispute will be decided by a court of competent jurisdiction in the District of Columbia, and you and NewzBrain agree to submit to the personal jurisdiction of that court.

16.3. Miscellaneous. NewzBrain operates and controls the Service from its offices in North America. NewzBrain makes no representation that the Service is appropriate or available in other locations. The information provided on the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject NewzBrain to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. This Agreement is effective until terminated by either party. You may terminate this Agreement by destroying all Service-related materials obtained from the Service, NewzBrain or any other website or source. The privileges granted to you under this Agreement will terminate immediately and automatically without notice from NewzBrain if, in our sole discretion, you fail to comply with any term or provision of this Agreement or for any reason in NewzBrain's sole discretion. Neither the course of conduct between the parties nor trade practice will act to modify this Agreement to any party at any time without any notice to you. You may not assign this Agreement without NewzBrain's prior written consent, which may be withheld in NewzBrain's sole discretion, and any assignment without such consent shall be deemed null and void. Such anti-assignment provision shall not apply to any Entity that has a right to assign its written agreement with NewzBrain relating to the Service. This Agreement contains the entire understanding of you and NewzBrain, and supersedes all prior understandings between the parties concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import. Upon NewzBrain's request, you will furnish NewzBrain any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against NewzBrain by virtue of having drafted it. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

17. Statute of Limitations. You and NewzBrain both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement (including the Privacy Policies) must be filed within ONE (1) YEAR after such claim or cause of action arose or will be forever barred.