

Terms of Service

ACCEPTANCE OF TERMS

Welcome to the website of the Council for Exceptional Children or www.cec.sped.org! Our corporate name is Council for Exceptional Children, Inc. and we conduct business as Council for Exceptional Children and CEC and through www.cec.sped.org. CEC offers its service to you, subject to the following Terms of Service (TOS), which may be updated from time to time without notice to you. Throughout these Terms of Service, the name CEC may refer not just to the service provided, but also to the owners, directors, officers, employees, and other assigns that make the service available. Please check the TOS periodically. Use of this site constitutes acknowledgement and acceptance of the TOS and the Privacy Policy, in their entirety, as they are in force at the time of use.

You may not, without limitation: (a) make any resale or commercial use of the Site or its Content; (b) make any derivative use of the Site or its contents; or (c) use any data mining, robots, or similar data gathering and extraction methods within the Site. Except as expressly stated in these Terms of Service, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of CEC or any third party. Elements of the Site, including page headers, custom graphics, logos, sounds, images and button icons are protected by copyright, trademark, trade dress and other laws and may not be copied or imitated in whole or in part. You may not use, frame, or utilize framing techniques to enclose any CEC trademark, logo, or other proprietary information (including the images and photographs found at this Site, the content of any text and/or the layout or design of any page of the Site) without CEC's express written consent. Any unauthorized use of this Site will terminate the permission granted by these Terms of Service and may violate copyright, trademark, and other laws.

DESCRIPTION OF SERVICE

The Council for Exceptional Children (CEC) is the premier association for special educators. CEC is dedicated to improving the educational success of students with disabilities and/or gifts and talents. The association advocates for appropriate governmental policies, sets professional standards, provides professional development, advocates for underserved individuals with exceptionalities, and helps professionals obtain conditions and resources necessary for effective professional practice. Our website at www.cec.sped.org provides support to its activities and to the CEC members. This "Service" is provided "As Is" and "As Available" and therefore CEC assumes no liability for the timeliness, deletion, misdelivery or failure of any user communications.

The person, persons, organization, or company that develops any content is said to be the "Sender." The Sender sends or "Posts" his or her content. Any person who reads the content is said to be the "Reader." All of the text, pictures, links, information, data or any other material contained within any content is considered to be its "Content." CEC can not and

does not edit, modify, or even proofread any of this Content originating from Senders other than itself. You acknowledge and agree that the Sender of any content, is solely responsible for any and all of its Content. Thus, you also acknowledge and agree that CEC is in no manner, shape, or form to be held responsible or liable for any of the Content posted by Senders or that can be found anywhere at this website.

CEC requests, but can not guarantee, that all readers of Content and the Site be at least 18 years of age, or accompanied by an adult. CEC does not prescreen or otherwise pre-qualify any of these readers in any manner, shape, or form. These readers are usually able to communicate directly with the Senders of content via email. It is the Sender's responsibility to determine the age and qualifications of any persons that they communicate with via email, as a result of use of the CEC system. It is also the responsibility of any reader and any visitor to determine the qualifications of the Senders, as we do not prescreen or otherwise pre-qualify any of the Senders or affiliated members in any manner, shape, or form. All parties involved should use caution and discretion before sharing any credit card information, passwords, account numbers, or any other relevant personal information. You acknowledge and agree that CEC shall not be held responsible or liable for any communications that arise between Senders and Readers from any use of the CEC Service.

You acknowledge and agree that the Sender is solely and entirely responsible to be sure that all of his Content complies with all local, state, federal, and international laws, policies, and any other restrictions.

CEC provides several directories for the convenience of its members. These directories contain listings of member businesses, associations, organizations and their affiliated websites and bulletin boards. These listings were created solely and entirely by those member entities. CEC does not edit, modify, or even proofread any of these listings. Thus, you acknowledge and agree that CEC shall not be held responsible or liable for any of the information contained in any of the directory listings.

REGISTRATION OBLIGATIONS

You understand and agree that CEC may ask you to register for various reasons. It is expected that you will provide complete and accurate information. If your information is found to be untrue, or incomplete, CEC has the right to suspend or terminate you from service. CEC reserves the right to terminate any person, group, or company at any time, for any reason. CEC is concerned about the safety and privacy of all of its users, especially children. For this reason, children (under the age of 18) are not permitted to use this service, without the supervision of an adult or legal guardian.

YOU AGREE BY REGISTERING THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT. AMONG OTHER THINGS, THIS MEANS (1) IF YOU ARE REGISTERING FOR AN INDIVIDUAL LICENSE ACCOUNT, YOU MUST BE AN INDIVIDUAL OF AT LEAST TWENTY ONE (21) YEARS OF AGE ENROLLING UNDER YOUR OWN NAME AND (2) IF YOU ARE A DESIGNATED USER REGISTERING FOR A BUSINESS LICENSE/ACCOUNT, YOU MUST BE A BONA

FIDE EMPLOYEE OR INDEPENDENT CONTRACTOR OF THE BUSINESS ENTITY IN WHOSE NAME THE LICENSE/ACCOUNT IS HELD AND YOU MUST BE AUTHORIZED TO BIND THE BUSINESS ENTITY AND BE AUTHORIZED TO REGISTER UNDER THE NAME OF THE BUSINESS ENTITY.

PAYMENT AND PAYMENT TERMS

Charges applicable to the CEC Services are set forth in the registration process at this site and in any registration processes for premium services and supplemental services. In the future, current charges, including billing methods, rates, and surcharges for using CEC's Service, may be obtained by calling CEC at 703-620-3660. CEC reserves the right to change, revise or modify any charges and to institute any new charges. Such changes, revisions, modifications or institutions of new charges will be effective upon notice. You agree to the following payment terms: You agrees to pay all fees and other charges incurred by you or on your account at the rates in effect during the billing period in which the charges were incurred, including any surcharges incurred while using any premium or supplemental services or features for which a surcharge is made upon you or us. You shall pay any and all applicable sales, use and like taxes which accrue as a result of a use of the Service by you or on your account. All payments shall be made by you pursuant to the current Charges. Payment terms on fees are net thirty (30) days. Payments not made within 30 days of billing date are considered delinquent. Delinquent charges are subject to immediate suspension and/or termination without notice. Charges will not be pro-rated. Until CEC is notified, you will remain responsible for any unauthorized use of CEC's Service and systems occurring on your license and account, including without limitation all Charges. In the event CEC shall be required to initiate any collection activities against you for services provided pursuant to this Agreement or to enforce the terms of this Agreement, including without limitation to recover any indemnity owed by you under this Agreement, You agrees to be responsible for all costs and fees associated therewith, including reasonable attorneys fees. Cancellation or termination of this Agreement, or any component herein, on the part of CEC shall not be construed as a waiver of right to collect monies already owed to CEC.

All payments must be made in United States Dollars or the equivalent in other currencies. It is solely your responsibility to ensure that you make proper payment. CEC will not accept checks with insufficient payments. CEC will not pay the postage to return checks to individuals. Therefore, you acknowledge and agree that CEC shall not be held responsible or liable for any payments that are insufficient.

This Section regarding charges, enforcement of the agreement and the collection of monies owed will survive termination of this Agreement.

MEMBER CONDUCT

You understand and agree that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content was originated. This means that you, not CEC, are entirely responsible for all Content that you

upload, post, email or otherwise transmit via this Service. CEC does not control the Content posted via the Service, and as such, does not guarantee the accuracy, integrity, or quality of such content. You understand that by using the service, you may be exposed to content that is offensive, objectionable, or indecent. Under no circumstances will CEC be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Service. CEC ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH CONTENT, INCLUDING WITHOUT LIMITATION, THE QUALITY OR ACCURACY OF INFORMATION AVAILABLE THROUGH ITS SYSTEM.

You acknowledge and agree that CEC does not allow any illegal activities. You warrant that you will abide by all applicable local, state, national, and international laws and regulations and are solely responsible for all acts or omissions that occur under your account or password, including the content of your transmissions through the Service.

You agree to not use the Service to:

- a. Upload, link to, post, email, or otherwise transmit, any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, pornographic, defamatory, vulgar, obscene, fraudulent, indecent, lewd, libelous, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- b. Upload, link to, distribute or otherwise publish through this Site any Content that would convey expressions of bigotry, prejudice, racism, hatred, or profanity;
- c. Upload, link to, distribute or otherwise publish through this Site any Content that would constitute, assist or encourage a criminal offense;
- d. Harm minors in any way;
- e. Impersonate any person or entity, including, but not limited to a CEC official, or falsely misrepresent your affiliation with any person or entity.
- f. Manipulate or forge headers in order to disguise the origin of any Content transmitted through the Service;
- g. Upload, link to, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- h. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- i. Upload, link to, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- j. Upload, link to, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other, or any other form of solicitation;
- k. Upload, link to, post, email or otherwise transmit any material that contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer

software or hardware or telecommunications equipment or intercept or expropriate any system, data or personal information;

- l. Distribute or publish unsolicited promotions, advertising or solicitations for funds, goods or services, including junk mail and spam;
- m. Intentionally or unintentionally violate any applicable local, state, national or international law and any regulations having the force of law;
- n. Stalk or harass any other individuals;
- o. Collect or store personal data about other users, other than that which the users have made publicly available;
- p. Identify or provide any contact information about any other person or persons, including, but not limited to email addresses, phone numbers, and street addresses.
- q. Provide links to any webpages which are inconsistent with the nature of these Terms of Service, including, but not limited to pages that contain pornography or any other mature or inappropriate themes.

CEC takes no responsibility and assumes no liability for any Content posted or uploaded by you or any third-party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. As a provider of interactive services, CEC is not liable for any statements, representations or Content provided by its users in any messages, advertisements, directory listings, or any other interactive areas of this website.

ENFORCEMENT

CEC has the right, but not the obligation, to monitor the activity and Content associated with messages, advertisements, directory listings and any other areas on this website. Although CEC has no obligation to monitor the Site, CEC may investigate any violation of its terms of service or its policies pursuant to a complaint, or based upon its own discovery, and may take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, and/or removal of posted Content. CEC reserves the right and has absolute discretion, to remove, screen, or edit and Content that violates its terms or is otherwise objectionable. CEC also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties.

To report any violation of CEC's terms of service or its services, please choose to **Contact Us** the listed email address below.

In cooperation with government requests and legal process, to protect CEC's systems or customers, or to ensure the integrity and operation of CEC's business and systems, CEC may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and posted Content. CEC's right to disclose any such non-confidential or non-privileged information shall govern over any terms of CEC's Privacy Policy.

RIGHTS TO REMOVE AND DISCLOSE CONTENT

You acknowledge and agree that CEC does not pre-screen any Content or directory listing, but that CEC and its designees shall have the right, but not obligation, in their sole discretion to refuse or remove any Content or directory listing that violates this TOS or is in any other way objectionable. Therefore, you also understand and accept that CEC shall not be held responsible or liable for any damages that result from the refusal or removal of any Content or directory listing.

You understand and agree that CEC maintains the right to preserve Content and may also disclose Content if required by law or in good faith belief that such preservation or disclosure is reasonably necessary to comply with legal process, enforce the TOS, respond to claims that any Content violates the rights of third-parties, or protects the rights, property, or personal safety of CEC or its users.

INTERNATIONAL USE

You acknowledge and agree that it is your responsibility to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

INDEMNITY

You shall remain solely and totally responsible for any Content that you upload to, transmit to, or create in any of the interactive portions of the website of CEC. Each time you provide Content, you represent and warrant that you own or otherwise control the rights or have the necessary consents to do so and you grant every other User and CEC the right to download and use such Content. You agree to indemnify and hold CEC, and its subsidiaries, affiliates, directors, officers, agents, or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content that you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another. In the event that you have a dispute with one or more users, you release CEC (and our officers, directors, agents, subsidiaries, and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in an way connected with such disputes.

MODIFICATIONS TO SERVICE

CEC reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You acknowledge and agree that CEC will not be liable to you or any third party for any modification, suspension or discontinuance of the Service.

RIGHTS OF TERMINATION

You acknowledge and agree that CEC, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, block or prevent future access to the Site, and

remove and discard any Content, and directory listings, within the Service at any time, for any reason whatsoever, including, without limitation, for lack of use or if CEC believes that you have violated or acted inconsistently with the nature of this TOS. CEC may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, for any reason, whatsoever, with or without notice. You agree that any such termination can be effected without any prior or written notice to you. CEC may also immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to the files or the Service. You also agree that CEC will not be held liable to you or any third-party for any termination of access to the Service. CEC shall have no obligation to maintain any content in your account or to forward any unread or unsent messages to you or any third party. You also acknowledge and agree that CEC shall not be held responsible or liable to you or to any other third parties, for any damages that result from the deletion of any Content or any directory listings.

SEVERABILITY

If any provisions of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of the remaining provisions.

DEALINGS WITH ADVERTISERS

You acknowledge and agree that any correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser. You agree that CEC will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

LINKS TO THIRD PARTY SITES

You understand and agree that the Service may provide, or third parties may provide, links to other world wide web sites or resources. Because CEC has no control over such sites and resources, you acknowledge and agree that CEC is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources or for the sites that these sites may link to, including any changes or updates to such sites. You also agree that CEC will not be held responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource. CEC allows these links as a convenience to the user, and the inclusion of any link does not imply endorsement by CEC of the site or any association with its operators. These linked sites may be considered “Affiliated” only in the sense that they have agreed to mention the CEC website to others.

LINKING TO CEC WEB SITE

The appearance, position and other aspects of any link to the Site may not be such as to damage or dilute the goodwill associated with CEC's names and trademarks. The appearance, position, and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with CEC. CEC reserves the right to revoke its consent to the link at any time and at its sole discretion. Unauthorized use of any trademark, service mark, or logo may be a violation of federal and state trademark laws.

WEB SITE ACCESSIBILITY

The majority of the pages on this web site are accessible to individuals with disabilities in accordance with Section 508 of the Rehabilitation Act. If you have difficulties accessing any part of the site, please let us know, and we will do our best to reasonably provide you with prompt access to the information you desire.

For Visitors with Visual Disabilities:

- Images on our web site are accompanied by alternative text describing graphics.
- Documents on our web site are presented in many formats. These formats are generally accessible to users using screen reading software.
- Some files are posted as Adobe Acrobat PDF (Portable Document Format) files. Users with visual disabilities should click here (<http://www.adobe.com/products/acrobat/alternate.html>) for free access to software from Adobe, which will make reading PDF files easier.

If you have trouble viewing any page on our web site with adaptive technology, please let us know right away. Call us toll-free at 800-224-6830 or e-mail us at webmaster@cec.sped.org.

MEMBER COMMUNICATIONS

As a convenience, CEC allows for readers to communicate directly, by email, with the Senders of many listings, messages and advertisements. Whenever a Reader does choose to communicate with the Sender, the reader does so at his or her own risk. Therefore, you acknowledge and agree that CEC shall not be held responsible or liable for any communications or any situations that arise from such communications between the Sender and Reader of any listing, message or advertisement.

MEMBER ERRORS

CEC provides many options and input forms as a convenience to its Members. Election to provide information through these options and forms is usually voluntary. CEC does not edit, modify, or proofread any of these Member entries. It is totally up to the Member to be sure that he or she has provided the information correctly. Therefore, you acknowledge and agree that CEC shall not be held responsible or liable for any errors made by its Members.

MEMBER RESPONSIBILITY

CEC strictly prohibits the sharing of account passwords for the purpose of writing Content. Only those individuals who have registered and have accepted and agreed to the Terms of Service and Privacy Policy shall be encouraged to write Content. Therefore, you acknowledge and agree that you shall not share your account password with any other individuals or allow any other individuals to write any Content using your account. You also understand and agree that if you do share your account password or allow others to use your account, your account will become eligible for termination.

POLICY TOWARDS CHILDREN

CEC does not intend to permit children (under the age of 18) to use this site without adult supervision. The reasoning is that CEC does not edit, modify, or proofread any of its member-input Content. Thus, CEC cannot guarantee that its Content is suitable for any viewer. Thus, you acknowledge and agree that CEC shall not be held responsible or liable for any of the Content on its website.

COPYRIGHT

Content posted to the interactive areas of the Site may be protected by copyright or proprietary right. You may display and, subject to any expressly stated restrictions or limitations relating to that specific material, download portions of the material solely for your non-commercial use. Any redistribution, retransmission, or publication of any material or content on the Site is strictly prohibited without the express written consent of the copyright owner. You further agree not to modify or delete any proprietary notices from materials downloaded from the Site.

You understand and agree that you shall have no recourse against CEC for any alleged or actual infringement or misappropriation of any proprietary right in any Content you submit to us.

If you believe that any Content on the Site infringes on your copyright, or otherwise violates CEC's Terms of Service, please contact us to report irregularities with the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
2. A description of the copyrighted work that you claim has been infringed.
3. A description of where the material that you claim is infringing is located on the site.
4. Your address, telephone number and email address.
5. 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.
6. 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 authorized to act on the copyright owner's behalf.

Our copyright agent for delivery of this notice of claims of copyright infringement can be reached by mail to:

Council for Exceptional Children, Inc.

Attn: Copyright Agent Notices
1110 North Glebe Road
Suite 300
Arlington, VA 22201

CEC is not responsible or in any manner liable for any such potential or actual infringement.

RESPECT OF PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that may or may not be protected by applicable intellectual property rights and other laws. Some of the information provided to you through the Service, by advertisers and other parties may be protected by copyrights, trademarks, patents, service marks, or other proprietary rights and laws. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Software, in whole or in part. You also agree to check with us before copying any portion of this website for the purpose of developing any similar websites.

You understand and agree that CEC's software was designed to provide a service to you. You are permitted to use the Service, provided that you do not (and do not allow any third party to) copy, modify, create any derivative works of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by CEC for use in accessing the Service.

DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

- a. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis to the fullest extent permissible pursuant to applicable law. CEC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. CEC makes no warranty that (1) the service will meet your needs, (2) the Service will be uninterrupted, timely, secure, or error-free, (3) the results that may be obtained from the use of the service will be accurate or reliable, (4) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, (5) any errors in the software will be fixed, (6) that the use of the materials or content in the site as to their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise, and (7) or that the site or the servers that make the site available are free of viruses or other harmful components.

- c. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- d. No advice or information, whether oral or written, obtained by you from CEC, or through or from the Service shall create any warranty not expressly stated in the TOS.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CEC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OR THE INABILITY OF USE OF THE SERVICE, OR THE MATERIALS OR CONTENT ON THE SITE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO OR FROM THE SERVICE; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OF DATA; (4) STATEMENTS OF CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (6) ANY OTHER MATTER RELATING TO THE SERVICE.

CEC will not be held liable for the consequences of any interruptions, errors, or loss of any data.

You acknowledge and agree that CEC shall not be held responsible nor liable for any unlawful or otherwise improper acts performed by any third parties. This includes, but is not limited to, acts of hacking or any other means of disrupting data or preventing access to Service, transmitting viruses, deleting files, obtaining or misusing personally identifiable data, corrupting data, or otherwise interfering with the System.

EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties, or the limitation or exclusion of liability for incidental, or consequential damages, accordingly, some of the above limitations of the sections above may not apply to you.

NOTICES

Except as explicitly stated otherwise, any notices should be sent to us by postal mail to:
Council for Exceptional Children, Inc.

Attn: Notices
1110 North Glebe Road
Suite 300
Arlington, VA 22201

We shall send our notices by email to the email address you specified during registration. Notice shall be deemed given 24 hours after sent, unless we are notified that the email was returned to us “undeliverable.” Alternatively, we may give notice by certified mail, to the mailing address you provided during registration. In such cases, notice will be deemed given 3 days after the date of mailing.

MISCELLANEOUS

You understand and agree that this TOS constitutes the entire agreement between you and CEC. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and CEC shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of law provisions. You agree to submit to the jurisdiction and venue of the Virginia courts located within the County of Fairfax, Virginia and the United States District Court for the Eastern District of Virginia. The failure of CEC to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and that the other provisions of the TOS remain in full force and effect. You 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 the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

CEC may assign its rights and duties under this Agreement to any party at any time without notice to you. You acknowledge that the provisions, disclosures and disclaimers set forth above are fair and reasonable and your agreement to follow and be bound by them is not the result of fraud, duress or undue influence exercised upon you by any person or entity. Both parties agree that there are no representations, promises, warranties or undertakings by you or CEC contrary to those set above.

Privacy Policy

Please review our Privacy Policy. Click **HERE**
(http://staging.cec.sped.org/AM/PDFS/PRIVACY_POLICY_2005.pdf).

Contact Us

If you have any questions about these Terms of Service, please email us at TermsofService@cec.sped.org.

Or, you can write us at:
Council for Exceptional Children
Attn: Terms of Service
1110 North Glebe Road
Suite 300

Arlington, VA 22201

Any and all Visitors to this website must be at least 18 years of age or accompanied by an adult. Use of this website always constitutes complete acknowledgment and agreement to the Terms of Service and Privacy Policy that are in force at that time, in their entirety. Any and all communications between any Visitors and any Members is solely at the risk and responsibility of each of those parties. You must first obtain our written permission before copying or reproducing any portion of this website.