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"Authorized Users" are: (i) school administrators of Educational Institutions ("School Administrators"), (ii) Instructors, and (iii) students who are properly enrolled in a registered class at an Educational Institution ("Students").

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c/o iParadigms
1111 Broadway, 3rd Floor
Oakland, CA 94607
Telephone 510-764-7600
Email: legal@iparadigms.com

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18. General

(a) This User Agreement is governed by the laws of the State of California, U.S.A. You hereby consent to the exclusive jurisdiction and venue of state and federal courts in Alameda County, California, U.S.A., in all disputes arising out of or relating to the use of the Site or the Services. You agree not to use the Site in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

(b) This User Agreement constitutes the whole legal agreement between You and iParadigms and govern Your use of the Services (but excluding any services which iParadigms may provide to You under a separate written agreement), and completely replace any prior agreements between You and iParadigms in relation to the Services, except for a Registration Agreement as provided below.

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(d) iParadigms' performance of this User Agreement is subject to existing laws and legal process, and nothing contained in this User Agreement is in derogation of iParadigms' right to comply with law enforcement requests or requirements relating to Your use of the Site or the Services or information provided to or gathered by iParadigms' with respect to such use.

(e) To the fullest extent permitted under applicable law, You agree that any claim or cause of action arising out of or related to the Site or the Services must be commenced within one (1) year after the cause of action arose. Otherwise, such claim or cause of action is barred forever.

(f) You agree that iParadigms may provide You with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

(g) If any part of this User Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision; the remainder of the User Agreement shall continue in effect. You agree that if iParadigms does not exercise or enforce any legal right or remedy which is contained in this User Agreement (or which iParadigms has the benefit of under any applicable law), this will not be taken to be a formal waiver of iParadigms' rights and that those rights or remedies will still be available to iParadigms.

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