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Users are expected to respect and interact with other Users in the public forums as you would in any public arena and refrain from using offensive, harassing or otherwise inappropriate language in any Submission. You acknowledge that you are responsible for your interaction with other Users.

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- Posting or making Submissions that violate copyright or intellectual property rights.
- Using the Site for the promotion of illegal conduct, activities or fraudulent schemes. Specifically, you may not advocate illegal conduct, such as pyramid schemes, or other illegal soliciting schemes. Furthermore, you agree to not engage in any illegal activity in connection with your Submissions or post links to other web sites that deal with such illegal activities.
- Fraudulent activities including, but not limited to, impersonating any person or entity, or forging anyone's digital or manual signature. Posing as a SoftChalk moderator or SoftChalk staff is expressly prohibited.
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- Using the Site in any manner that could damage, disable, disrupt, overburden, or impair any SoftChalk server, or the network(s) connected to any SoftChalk server, or interferes with any other party's use and enjoyment of the Site. Any interference with the computer networking or telecommunications services of any User, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to crash a host through the use of this Site is prohibited.
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- Soliciting, transmitting or promoting "junk mail", "chain letters", surveys, contests or unsolicited mass mailing or spam.

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You agree that the information that you supply during the registration process will be true, current, accurate and complete, and you agree not to (i) register under the name of another person; (ii) choose a username that may be deemed offensive; (iii) choose a username for the purposes of deceiving or misleading Site Users as to your true identity; (iv) choose a username that incorporates a solicitation (e.g. yourproduct, yourservices, yourSite); or (v) violate the intellectual property or other rights of any person or entity. You agree to not impersonate any other person, including any other Site User, Moderator (Host) or any SoftChalk employee, Officer or Director. You agree to maintain and promptly update your registration data as necessary to keep it true, current, accurate and complete.

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The Terms are a complete statement of the agreement between you and SoftChalk, and set forth the entire liability of SoftChalk and your exclusive remedy with respect to your access and use of the Site. The agents and employees of SoftChalk are not authorized to make modifications to the Terms, or to make any additional representations, commitments or warranties binding on SoftChalk. Any waiver of the terms herein by SoftChalk must be in a writing signed by an authorized officer of SoftChalk and expressly referencing the applicable provisions of the Terms. It is expressly agreed that if You issue a purchase order or other document for the license or services provided under the Terms, such instrument will be deemed for Your internal purposes only, and any provisions inconsistent with these Terms shall have no effect whatsoever upon the Terms. If any provision of the Terms is invalid or unenforceable under applicable law, that portion will be construed consistent with applicable law as nearly as possible, or failing that, deemed omitted, and the remaining provisions will continue in full force and effect. The Terms will be governed by Virginia law and the applicable federal laws of the United States as applied to agreements entered into and to be performed entirely within Virginia, without regard to its choice of law or conflicts of law principles that would require the application of law of a different jurisdiction.

You also agree that such dispute may be resolved with personal jurisdiction by, and the choice or forum or venue shall be in, the provincial and federal courts of the Commonwealth of Virginia, City of Richmond, and such courts will have exclusive jurisdiction. Headings are included for convenience only, and shall not be considered in interpreting these Terms. The Terms do not limit any rights that SoftChalk may have under trade secret, copyright, patent or other laws. SoftChalk reserves the right at all times to disclose any information as SoftChalk deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in SoftChalk's sole discretion. SoftChalk, and SoftChalk related brands are trade-marks of SoftChalk LLC, and may be registered in the United States and other jurisdictions. Other brands, logos and marks are trade-marks of their respective owners.

The license shall commence upon date of payment and shall continue for the number of years identified on the invoice (“the Initial Term”) unless terminated earlier as set forth below. AT THE END OF THE INITIAL TERM, THESE TERMS SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-YEAR PERIODS, UNLESS OR UNTIL EITHER PARTY PROVIDES THE OTHER PARTY WITH WRITTEN NOTICE OF NON-RENEWAL AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. To cancel auto renewal, please contact: renewals@softchalk.com . Upon termination or expiration of the license for any reason, all licenses provided hereunder shall cease and the You must cease its use and destroy all copies of the software, if any.

Payment and Fees

You shall pay SoftChalk the applicable fees. EXCEPT FOR ANNUAL FEES PAID IN ADVANCE OR AS OTHERWISE AGREED TO IN WRITING BETWEEN THE PARTIES, AFTER THE INITIAL TERM THE ANNUAL LICENSE FEE SHALL INCREASE 5% ON EACH ANNIVERSARY. You shall be responsible for all taxes and charges assessed or imposed with respect to amounts payable hereunder, including without limitation state and local, occupation, sales, use or excise taxes paid or payable by SoftChalk, exclusive however of taxes imposed on SoftChalk’ net income by the United States or any political subdivision thereof.

If You wish to make payments by credit card or P-Card or any other type of purchasing card program all to which such transaction constitutes a credit card charge, an additional credit card processing transaction fee will be calculated at four- and one-half percent (4.5%).

SoftChalk shall invoice You, in advance, and all invoiced fees shall be due and payable within 30 days of the date of an invoice. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.

Provided the license has not canceled or terminated with not less than thirty (30) days prior written notice to the anniversary date, You will be considered delinquent if payment in full is not received thirty (30) days from the date of the invoice. Your failure to pay any invoice after the (30) day period shall constitute a breach of the Terms and shall entitle SoftChalk to, without any additional notice, terminate the license(s).

If You terminate other than pursuant to the provisions set forth herein, any amounts paid are not subject to refund.