

## TERMS OF SERVICE

By using the Instructional Design Genius’s Storyboard tool (“application”), you are agreeing to be bound by the following terms and conditions (“Terms of Service”).

Instructional Design Genius reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Storyboard App, including the release of new features, tools and resources, shall be subject to the Terms of Service. Continued use of the Storyboard App after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time by visiting this page.

Violation of any of the terms below will result in the termination of your Account. While Instructional Design Genius prohibits such conduct and Content on the Storyboard App, you understand and agree that Instructional Design Genius cannot be responsible for the Content posted on the Storyboard App and you nonetheless may be exposed to such materials. You agree to use the Storyboard App at your own risk.

### *Account Terms*

You must be a human. Accounts registered by “bots” or other automated methods are not permitted.

You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.

Your login may only be used by one person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as your plan allows.

You are responsible for maintaining the security of your account and password. Instructional Design Genius cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).

One person or legal entity may not maintain more than trial account.

You may not use the Storyboard App for any illegal or unauthorized purpose. You must not, in the use of the Storyboard App, violate any laws in your jurisdiction (including but not limited to copyright laws).

### *Payment, Refunds, Upgrading and Downgrading Terms*

A valid credit card is required for paying accounts. Trial accounts do not require a credit card number.

The use of the Storyboard App is billed in advance on a monthly basis and is non-refundable with the exception of app unavailability as outlined in Instructional Design Genius' Service Level Agreement, Section 7, "Service Credits." There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

For any upgrade or downgrade in plan level, the credit card that you provided will automatically be charged the new rate on your next billing cycle.

Downgrading any options on the Storyboard App may cause the loss of Content, features, or capacity of your Account. Instructional Design Genius does not accept any liability for such loss.

### *Cancellation and Termination*

You are solely responsible for properly cancelling your account. An email or phone request to cancel your account is not considered cancellation. The Account screen provides a simple no questions asked cancellation link.

If you cancel your subscription before the end of your current paid up month, your cancellation will take effect by the end of your current paid month and you will not be charged again. Instructional Design Genius, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Storyboard App for any reason at any time. Such termination of your subscription will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your Account. Instructional Design Genius reserves the right to refuse service to anyone for any reason at any time.

### *Modifications to the Service and Prices*

Instructional Design Genius reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Storyboard App (or any part thereof) with or without notice.

Prices of all services, including but not limited to monthly subscription plan fees to the Storyboard App, are subject to change upon 30 days notice. Such notice may be provided at any time by posting the changes to the Storyboard App itself.

Instructional Design Genius shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Storyboard App.

### *Copyright and Content Ownership*

We claim no intellectual property rights over the material you provide to the Storyboard App. Your profile and materials uploaded remain yours.

Instructional Design Genius does not pre-screen Content, but Instructional Design Genius and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Storyboard App.

The look, feel, and function of the Storyboard App is copyrighted. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Instructional Design Genius.

### *General Conditions*

Your use of the Storyboard App is at your sole risk. The service is provided on an “as is” and “as available” basis.

Technical support is only provided to paying account holders and is only available via email.

You understand that Instructional Design Genius uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Storyboard App.

You must not modify, adapt or hack the Storyboard App or modify another Storyboard App so as to falsely imply that it is associated with the Storyboard App.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Storyboard App, use of the Storyboard App, or access to the Storyboard App without the express written permission by Instructional Design Genius.

We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

We retain the right to contact you from time-to-time via email. You can remove yourself easily from the related communication list.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Instructional Design Genius customer, employee, member, or officer will result in immediate account termination.

You understand that the technical processing and transmission of the Storyboard App, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages.

You must not transmit any worms or viruses or any code of a destructive nature.

Instructional Design Genius does not warrant that (i) the service will meet your specific requirements, (ii) the Storyboard App will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Storyboard App will be corrected.

You expressly understand and agree that Instructional Design Genius 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 resulting from: (i) the use or the inability to use the service; (ii) 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 through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the Storyboard App.

The failure of Instructional Design Genius to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Instructional Design Genius and govern your use of the Storyboard App, superseding any prior agreements between you and Instructional Design Genius (including, but not limited to, any prior versions of the Terms of Service).

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