



Single User License Agreement and Print Permissions

The purchase of EPEC™ provides single user access to the digital resources for one (1) year from date of purchase. Retain this copy for your records.

Read this Single-User License Agreement (“Agreement”) carefully before clicking the “I Agree” button, downloading, or using any of the following resources (“Application”):

- EPEC™ K-5 Print-Your-Own Curriculum CD & Digital Access.
- EPEC™ K-5 Recorded Training.
- EPEC™ 6–12 Recorded Training.

By accepting the terms of this agreement, the individual accepting this license agreement acknowledges they have read and agree to the terms listed herein whether they are purchasing an Individual license for their own use or procuring on behalf of another individual at the organization. If you are purchasing on behalf of another individual at your organization; you represent and warrant that you are an authorized representative of that entity with authority to bind that entity to these Terms and to fully perform all obligations set forth in them. If you are not authorized to do this, a person who is so authorized will need to purchase this license.

License

Michigan Fitness Foundation grants you a revocable, restricted, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes and strictly in accordance with the terms of this Agreement.

Restrictions

You agree that you shall not and will not permit others to:

a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, print outside of the print permissions below, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

Modifications to Application

Michigan Fitness Foundation reserves the right to modify, suspend or discontinue, temporarily, or permanently, the Application or any service to which it connects, with or without notice and without liability to either party.

Term and Termination

This Agreement shall remain in effect for 364 days from the original purchase date.

Michigan Fitness Foundation may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.



This Agreement will terminate immediately, without prior notice from Michigan Fitness Foundation, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device, and/or from your desktop computer, and/or local server.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from all mobile devices, desktops, and/or local servers.

Amendments to this Agreement

Michigan Fitness Foundation reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Contact Information

We are committed to providing our subscribers with customer support for all MFF resources. If you have questions about this Agreement, Application, best practices support, or need accommodations assistance, contact resources@michiganfitness.org.

Permissions to Distribute Print or Digital Versions

Michigan Fitness Foundation grants permission for each EPEC™ K-5 single user, under an active annual membership, to print the copywritten EPEC™ materials for their own individual use only. No alterations or changes may be made to the materials. This permission expires 364 days from the original purchase date or with fulfillment at the limits listed, whichever is reached first.

If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not download or use the Application.

By clicking the "I Agree" button, downloading, or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

Be sure to print and retain a copy of this Agreement for your records.

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