

## Website Terms and Conditions of Use

Welcome to SLP Emporium, the following Terms of Use are entered into by and between You and SLP Emporium. This Internet Website is wholly owned and operated by SLP Emporium. We are so thankful you are here!

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of [www.slpemporium.com](http://www.slpemporium.com), including any content, functionality and services offered on or through [www.slpemporium.com](http://www.slpemporium.com), whether as a guest or a registered user.

SLP Emporium is a marketplace that offers a platform for Speech-Language Pathologists to buy and sell content for use as a modality in the treatment of communication disorders. SLP Emporium does not own or sell material on the behalf of the sellers. You may access, download or print material that is purchased from our ‘seller’s but you may not reproduce, distribute, modify or transmit any of the content for commercial or public purposes without our written consent.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.** If you do not want to agree to these Terms of Use including the agreements incorporated by reference herein, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### **Changes To the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Privacy**

Your use of the Website is also subject to the Company's Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms of Use.

### **Disclaimer**

Your use of the Website is also subject to the Company's Disclaimer. Please review our Disclaimer, which also governs the Website and informs users of various limitations regarding the information provided on the Website. Your agreement to the Disclaimer is hereby incorporated into these Terms of Use.

### **Accessing The Website And Account Security**

We reserve the right to withdraw or amend this Website and any service or material we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and any resources downloaded from the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use. As

Speech-Language Pathologists we uphold standards when treating our patients/clients, likewise at SLP Emporium, we look forward that you will uphold those same standards while visiting/using our site.

### **Accounts and Memberships**

You must have an account to purchase or sell therapeutic material. Memberships are specific to sellers and the tiers listed below.

Buyer-purchaser account. This account requires no fees. Simply make a profile with us and shop as you wish.

Seller-Standard/Elite

#### Standard

Free, no annual subscriptions.  
55% on all sales payout  
\$.30 per resource transaction fee

#### Elite

\$59.95/year  
80% on all sales  
\$.15 per resource transaction fee (only on orders totaling less than \$3)

Memberships renewals will be automatic. When signing up as a seller, you are agreeing to automatically extend or renew your account as specified. You can cancel your membership at any time you. SLP Emporium will send you an email when your account automatically renews, and an electronic receipt will be provided.

### **Licensing Policy**

Our Sellers own their content and resources and give you certain rights to use them for limited purposes. This section describes the agreement between you and the Sellers you purchase from, and lets you know what use is permissible with the licenses you purchase on SLP Emporium.

Our Sellers own and maintain the intellectual property rights in their content and grant Members licenses to use such content for limited use as described in this section. When you purchase content, you are purchasing a license to use the content in accordance with the terms of this Licensing Policy. All downloadable and digitally consumed content can only be used in accordance with the license.

Your use of any content, regardless of whether the license is purchased by you, transferred to you by your organization, or purchased for you as a gift or on your behalf

by your organization or other person or entity, is subject to this Licensing Policy and other terms set forth in these Terms. You agree to comply with the terms of this Licensing Policy as well as any additional terms the Seller provides in their listing, to the extent that such terms do not conflict with these Terms. In the event of any conflict between this Licensing Policy and a Seller's terms, this Licensing Policy will govern, except that Sellers may grant certain additional rights to their content.

**LICENSES:** Licenses are provided on an individual user basis. The license may only be assigned to a single specific individual user ("Assignee") (e.g. one specific user) for that Assignee's lifetime use. Individual Licenses are non-transferable and may not be used by or reallocated to a different Assignee (for example, a user who purchases a License can use such material, in accordance with this section, for her or his lifetime but cannot transfer use of such material to another user after she or he no longer needs or uses the material). Once an Assignee has been designated, the license cannot be used by any other individual, but you can purchase additional licenses as needed.

Except as otherwise stated in these Terms, the Seller grants to the purchasing Member, for use by one Assignee, a non-exclusive, perpetual, irrevocable, non-transferable, non-sublicensable, worldwide, limited license to use the material for the purposes and under the conditions described below. The Seller may grant additional rights at their discretion.

When you purchase a License, the Seller permits you to (1) use the material for personal, educational, and instructional use only ("Permissible Use"). This means you can use content for personal purposes, individual study, and/or as a modality in the treatment of communication disorders; (2) you can print and make copies of downloadable material as necessary for Permissible Use. Copies may be made and provided to your clients, and assistants as necessary. Copies may also be made for clients' parents, office observers, supervisors, or administrators for review purposes only. Hard goods and video resources may not be copied, shared, or otherwise reproduced; and (3) you may deliver content electronically as needed by using features available through the Services or by other secure means that enable access to content by only your clients (and as needed, their parent/caregiver) ("Permitted Recipients"). You may not upload content to websites, applications, shared drives or other sites or services in a way that enables access by anyone other than Permitted Recipients.

Unless otherwise expressly permitted by the Seller, you may not share, send, sell, sublicense, or transfer the content to someone else for their own Permissible Use unless you purchase an additional license for each additional user you will share it with. Each Individual License is for use by one specific user only.

**COMMERCIAL USE:** Subject to these Terms and other policies made available by SLP Emporium, companies, hospitals, schools and organizations using SLP Emporium content may have need for use by multiple users. Commercial Use is allowed by purchasing additional licenses for each necessary user.

**LIMITATION ON ACCESS:** Downloadable Resources. SLP Emporium cannot guarantee continuous access to any content through our Service. For example, if at any

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### **No Unlawful Or Prohibited Use And Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and the resources available for download from the Website strictly in accordance with these Terms of Use.

As a condition of your use of the Website, you warrant to the Company that you will not use the Website or any of the resources available for download from the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website or any of the resources available for download from the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website or any of the resources available for download from the Website.

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### **For Therapeutic, Educational And Informational Purposes Only**

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### **\*Accuracy And Personal Responsibility**

As set forth more fully in the Disclaimer, the resources available for download on this Website and listed by sellers. Neither the Company nor any of its owners or employees shall be held liable or responsible for any errors or omissions or what a practicing clinician does with the purchased material. SLP Emporium makes no warranties in the respect of quality, accuracy, effectiveness, legality or other aspects of content listed by the seller.

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Website. All material listed and purchased are in good faith that each clinician use this material with the specific knowledge of their expertise in the field of Speech-Language Pathology.

### **No Guarantees As To Results**

As set forth more fully in the Disclaimer, you agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Website or not. The Company provides therapeutic and informational resources that are intended to help users of this Website succeed in speech therapy sessions. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, clinical competence and innumerable other circumstances beyond the control and/or knowledge of SLP Emporium.

You also recognize that due to the nature of varying needs of the population we serve, prior results do not guarantee a similar outcome. Thus, the results obtained by others, applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results. SLP emporium encourages SLP's to meet the individual needs of each person we serve.

**Monitoring Content:**

SLP Emporium as the right but not obligated to monitor and/or reference material that is listed to sell by the seller. If a complaint is reported about a specific item, it will be investigated and appropriate action will be taken if necessary.

**Email And Other Electronic Communications**

Visiting the Website or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by e-mail, and there are various places on this Website that provide you the ability to send an electronic communication to the Company. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

**Use Of Communication Services**

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "**Communication Services**"), you agree to

use the Communication Services only to post, send and receive messages and material that are proper and related to the particular field of Speech-Language Pathology.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information, patient identification information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as 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 the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized the Company spokespersons, and their views do not necessarily reflect those of the Company.



Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

### **Materials Provided To The Website**

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### **Copy Right Infringement**

SLP Emporium practices on good faith that our buyers and sellers are well educated and practice appropriate copy right practices. If you feel that your copyrights have been violated please contact us with appropriate evidence of your claim. If you feel information you provide in your content needs to be referenced, please do so. SLP’s are visionaries and creative, so give credit when credit is due. We take other’s intellectual property seriously and will take the appropriate action if copyright is violated.

### **Modifications to Content**

SLP Emporium has not owner rights to materials posted by the sellers. The sellers/authors retain the right to modify their content after purchase as they see fit. Buyers receive the right to use the content sold by the seller.

### **Links To Third Party Websites And Services**

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The Company may, from time to time, provide information from a third party in the form of a podcast guest interview, interview on other platform, guest blog post, or other medium. The Company does not control the information provided by such third-party guests, is not responsible for investigating the truth of any information provided and cannot guarantee the veracity of any statements made by such guests.

Individuals who agree to appear as guests on any podcast offered by the Company agree to transfer all intellectual property rights, they may have in any such interviews to the Company and further provide a license to any rights they are unable to assign.

### **No Refunds**

All sales are final, and SLP Emporium does not offer any money-back guarantees. You recognize and agree that you shall not be entitled to a refund for any purchase under any circumstances. Purchase material that you have carefully reviewed and feel that it suits the patients/clients you serve. Our caseloads are diverse and SLP’s are so creative, chances are if you are having buyer’s remorse, you will be able to use this material with someone on your caseload. We are sorry to inform you purchases are final and are not eligible for a refund.

SLP emporium provided electronic receipts, invoices and statements. If you find a transaction error on our part, you have 90 days after the error occurred to contact us. It is your responsibility to maintain records and make contact with SLP Emporium re: invoice errors. If you do not make

contact with us within 90 days, you agree that you release us from all claims and liability and loss resulting from the error.

### **No Warranties**

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### **Arbitration**

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to SLP Emporium the Company, any and all contracts you enter into with the Company, and any and all of the Company's products and services.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Hugo, Ok. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against the Company. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

### **International Users**

The Service is controlled, operated and administered by the Company from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Company Content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

### **Termination And Access Restriction**

SLP Emporium reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, and you hereby consent to resolve any and all disputes arising under or related to this Website or the Terms of Use pursuant to the Arbitration Clause above. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

### **No Joint Venture Or Other Relationship**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Website. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Company with respect to such use. If any part of this 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 and the remainder of the agreement shall continue in effect.

## **Entire Agreement**

Unless otherwise specified herein, this agreement, along with the Privacy Policy and Disclaimer, constitutes the entire agreement between the user and the Company with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

## **Changes to Terms**

The Company reserves the right, in its sole discretion, to change the Terms under which the Website is offered. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

## **Contact Us**

The Company welcomes your questions or comments regarding the Terms:

SLP Emporium LLC.

556 N 4210 Rd

Hugo, OK 74743

Email Address: [EMAIL ADDRESS ]

Effective as of October [REDACTED], 2020