User License Agreement (EULA)

Introduction

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- Maintains the IFF's relationship with the copyright owner, the Estate of Moshe Feldenkrais
- Prevents the Materials from entering into the public domain, and so protects the Materials from unauthorized use, for the life of the copyright

Summary of License Agreement Terms

Summary of License Agreement Terms: Although the specific terms set forth below in the main portion of the User License Agreement will prevail over any inconsistent term in this summary, this summary attempts to provide a brief "plain English" summary of some of the terms of the Agreement. This section does not attempt to summarize all of the material terms of this Agreement, and because of its "plain English" approach may have some ambiguities. You should read, understand and agree to all of the terms of the License Agreement in full, because You hereby acknowledge that the following summary shall not be binding if one or more parts of the License Agreement conflict or are contradictory with this Summary of License Agreement Terms.

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If you are purchasing these materials for a Feldenkrais guild or association the terms are slightly different. Please read sections 2.1, 2.2 and 2.3 for details.
User License Agreement

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IT IS AGREED:

- The IFF owns certain rights to certain printed, digital text, audio and visual works relating to the Feldenkrais Method and various trainings therein;
- The IFF has or has had created certain audio and video tapes containing certain educational audio and visual works (the "Materials") and desires to make them available to Feldenkrais Method teacher-practitioners and trainees, pursuant to the terms and conditions set forth herein; and
- Licensee is a Feldenkrais Method teacher-practitioner or trainee in the Feldenkrais Method and is interested in obtaining copies of certain of the Materials for use pursuant to the terms and conditions set forth herein.

THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

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   a. copy, duplicate, transmit and/or publicly broadcast the Materials, in any form: printed, recorded on magnetic, optical or other media (tapes or discs, etc.), posted on the Internet, websites, electronic bulletin boards, and in other digital formats and any other formats that exist or may be created in the future, and on radio, broadcast television, cable television, film, or by webcasting, streaming audio or video over the Internet, podcasting and all other forms of distribution, except as expressly set out herein
   b. loan or lend the Materials, including providing them to a library or other entity that may use the Materials for that purpose
   c. remove any portion of the copyright and other proprietary notices and credits contained in the Materials as provided by the IFF

1.2. Licensee may:

   a. display or perform the materials, or allow the materials to be displayed or performed, for the education of Feldenkrais teacher-practitioners, for the education of trainees in Feldenkrais training programs and with/to members of the public, for educational purposes
   b. where the physical embodiment of the Materials is text or audio material in a compressed format, make copies, for your own personal use, onto up to three (3) personal computers or digital devices that you personally own.
2.1 Purchase by an IFF member Guild/Association for use by a national, regional, state or other
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a. copy, duplicate, transmit and/or publicly broadcast the Materials, in any form: printed, recorded on magnetic, optical or other media (tapes or discs, etc.), posted on the Internet, websites, electronic bulletin boards, and in other digital formats and any other formats that exist or may be created in the future, and on radio, broadcast television, cable television, film, or by webcasting, streaming audio or video over the Internet, podcasting and all other forms of distribution, except as expressly set out herein

b. remove any portion of the copyright and other proprietary notices and credits contained in the Materials as provided by the IFF

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Loan or lend, display or perform the materials, or allow the materials to be displayed or performed, for the education of Feldenkrais teacher-practitioners, for the education of trainees in Feldenkrais training programs and with/to members of the public, for educational purposes

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b. Loans of the Materials may only be made to practitioners and trainees of the Feldenkrais Method, authorized training programs (those accredited by training accreditation boards or taught by Mia Segal or Yochanon Rywerant) and/or to other Guild/Associations which are member organizations of the IFF, who must agree to the restrictions on the use of the Materials as set forth herein;

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d. The Guild/Association will provide future officers and board and/or committee members of the Guild/Association (as appropriate, depending on the type of corporate entity of the Guild/Association of the Guild/Association's rights and obligations under the terms of this Agreement, including providing such persons with a copy of this Agreement

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3. Delivery. The Materials are deemed to be in satisfactory condition when delivered unless Licensee timely notifies the IFF to the contrary specifying the nature of any such defect, as set forth herein. The IFF shall not be in breach of this Agreement for failure to deliver any Materials by any requested date.

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c. Fundamental Term. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION SHALL APPLY TO ALL CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, AND LIABILITY BASED UPON THE PROVISIONS OF ANY PART OF THIS AGREEMENT AND ANY FEDERAL, STATE AND/OR LOCAL LAW AND/OR ORDINANCE. THE LIMITATIONS ON LIABILITY REPRESENT A FUNDAMENTAL TERM OF THIS AGREEMENT AND THE IFF WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THEIR INCLUSION.

7. Indemnification. Licensee agrees to indemnify and hold harmless the IFF, its officers, directors, members, employees, and agents, from and against any and all claims, actions, losses, damages, demands, costs, attorneys’ fees and all other expenses relating or incidental to, or arising directly or indirectly from, any claim, action, suit or proceeding brought against the IFF in any way related to Licensee's use of the materials or performance or non-performance under this Agreement. The IFF will notify Licensee promptly of any suit filed or threatened, or claim made, arising out of Licensee’s use of Materials.
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   a. Prevention of Performance. If the IFF shall be unable to deliver or prevented from delivering any of the Materials by reason of governmental action, regulation or order or by reason of fire, flood, hurricane, labor dispute, riot, war, terrorist action, catastrophe, or the unavailability of the Materials as ordered, or without limiting the foregoing, any other cause beyond the control of the IFF, the IFF shall be excused from its delivery obligations until the relevant circumstances permit delivery, without liability to either party.

   b. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in this Agreement. This Agreement supersedes all prior and contemporaneous agreements and all prior and contemporaneous representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

   c. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   d. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over against any party to this Agreement.

   e. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective beneficiaries, heirs, executors, legal representatives, successors and assigns.

   f. Survival of Representations, Warranties and Covenants. The covenants of the parties contained in this Agreement shall survive the termination of this Agreement, including without limitation the limitations on liability, indemnification, and restrictions on use of the Materials.

   g. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered, (ii) one business day after delivery by overnight courier, telegram or facsimile, or (iii) fourteen business days after mailing if mailed by first-class mail, postage prepaid, to the parties at their addresses set forth below, or such other address designated from time to time in writing by such party to all other parties.

     o IFF: International Feldenkrais Federation
       Distribution Center
       5441 SE Belmont Street
Room 23
Portland, OR 97215
USA

Licensee: to the address provided by the Licensee at the end of this Contract.

h. Governing Law; Jurisdiction; Venue. This Contract will be governed by and construed, interpreted and enforced in accordance with the laws of the state of Oregon, without giving effect to the conflicts of law provisions thereof. The parties irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts for Portland, Oregon. The United Nations Convention on Contracts for the Sale of Goods will not apply to this Contract.

i. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

j. Necessary Acts. Each party to this Agreement agrees to perform any further acts, execute, and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

k. Attorneys’ Fees. If the IFF commences or is made a party to a lawsuit or other proceeding to enforce or interpret this Agreement, and if the IFF prevails in such proceeding, then the IFF shall be entitled to recover from You all attorneys’ fees and other costs (whether otherwise taxable or recoverable) incurred in connection with such proceeding, or including without limitation any appeal or enforcement of any judgment or decision rendered in such proceeding.

l. Electronic Version Binding. The parties acknowledge that they are agreeing to use the electronic version of this contract as a legally binding contract without physical signature. [online registration only]

[ ] I AGREE – I agree to all the terms in this document: Please Print Clearly

First/Last Name ____________________________________________________________

Mailing Address __________________________________________________________________

Email Address ___________________________ Phone__________________________

Signature ___________________________ Date ________________

Training Program ___________________________ Educational Director ___________

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