Terms and Conditions

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The purpose of the Site is to provide instructors, students, researchers, and others with resources related to motivation and other educational psychology topics.

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Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Brett Jones agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

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You agree that no joint venture, partnership, employment, or agency relationship exists between you and Brett Jones as a result of this agreement or use of the Site. Brett Jones’ performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Brett Jones’ right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Brett Jones 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disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Brett Jones with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and Brett Jones with respect to the Site. 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.

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Contact
Brett Jones welcomes your questions or comments regarding the Terms. He can be contacted by email at brettdjones@gmail.com.

Effective as of January 01, 2021