

Terms Of Use

Effective January 1, 2019

PLEASE READ THIS TERMS OF USE POLICY (THIS "TERMS OF USE POLICY") OF THE WEBSITE (THIS "WEBSITE") CAREFULLY BEFORE USING THIS WEBSITE. THIS TERMS OF USE POLICY GOVERNS YOUR ACCESS AND USE OF THIS WEBSITE.

This Website is provided to you by Twig Education Inc. (sometimes hereinafter referred to as "WE", "OUR" OR "US"). By visiting this Website, you agree to be bound by all of the following terms and conditions. If you do not agree to these terms and conditions, please exit this Website immediately and refrain from any further use this Website.

1. General Terms

—

Unless otherwise indicated, this Website and the content, information and materials on this Website (the "Materials") are the property of Twig Education, and are protected, without limitations, pursuant to U.S. and foreign copyright, trademark and other intellectual property laws. Twig Education trademarks, service marks, logos and product and service names are the property of Twig Education. The names of other companies and products mentioned herein may be the trademarks of their respective owners ("Third Party Marks"). Nothing in this Terms of Use Policy or any Materials shall convey to you an ownership interest in any Twig Education and/or Third Party Marks. You agree not to display or use in any manner any Twig Education and/or Third Party Marks without our prior written permission and shall not remove or in any way alter any trademark, copyright, or other proprietary notice.

You are authorized to access this Website and the Materials for your personal, non-commercial use only. Except as allowed in the preceding sentence, you may not modify, copy (either manually or automatically using a device or program), distribute, republish, download, store or commercially exploit any of the Materials without the prior written consent of Twig Education. No intellectual property or other rights in and to this Website or the Materials, other than the limited rights set forth above, are transferred to you. TWIG EDUCATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS WEBSITE OR THE MATERIALS, WHICH ARE PROVIDED FOR USE "AS IS." TWIG EDUCATION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WEBSITE AND ANY WEBSITE WITH WHICH IT IS LINKED. TWIG EDUCATION ALSO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE INFORMATION ACCESSIBLE VIA THIS WEBSITE, OR ANY WEBSITE WITH WHICH IT IS LINKED, IS ACCURATE, COMPLETE, OR CURRENT.

It is your responsibility to evaluate the accuracy and completeness of all information, opinions, and other material on this Website or any website with which it is linked. To the fullest extent permitted by applicable laws, Twig Education and its employees, agents, suppliers, and contractors shall in no event be liable for any claims, charges, and damages, liabilities, losses, and expenses of whatever nature and howsoever arising, including, without limitation, any compensatory, incidental, direct, indirect, special, punitive, or consequential damages, loss of use, loss of data, loss caused by a computer or electronic virus, loss of income or profit, loss of or damage to property, claims of third parties, or other losses of any kind of character, even if Twig Education has been advised of the possibility of such damages or losses, arising out of or in connection with the use of this Website, or any website with which it is linked.

Twig Education may, in its sole discretion, modify or revise this Terms of Use Policy at any time by posting an updated version on this Website and will update the Effective Date of this Terms of Use Policy to reflect the date of the changes. Your access to and continued use of this Website after the changes are posted shall constitute acceptance of the revised Terms of Use Policy. You should visit this page periodically to review the most current Terms of Use Policy because they are binding on you.

This Website may contain hyperlinks to websites operated by parties other than Twig Education, including access to content, products and services that are not maintained or controlled by Twig Education. Such hyperlinks are provided for your reference only. Twig Education does not control such websites, the contents therein or the products/services offered by such third parties. Twig Education recommends that you read the policies and terms of use posted on other websites regarding privacy and other topics before using those sites. Twig Education is not responsible (either directly or indirectly) for any loss or damage caused or alleged to be caused by or in connection with your use of or reliance on any content, advertising, materials, goods or services available on or through any third party sites and/or dealing with any third party. If you use these websites, you will leave this Website. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. You are solely responsible for complying with the terms of use of any such third-party website and you shall bear all risks associated with the use of such websites. You assume total responsibility for establishing such procedures for data back-up and virus checking as you consider necessary.

Your access to this Website may be controlled and administered by your school district or other similar entity that facilitates your use of this Website (the "Administrator"), including control of your account, username and password. You acknowledge that your access to the Website may be modified, suspended or terminated by the Administrator at any time in its own discretion and such actions are outside the control of Twig Education. Please contact your Administrator directly if you have problems with or questions regarding your access to this Website.

2. Content and Postings

—

You acknowledge that you retain all patent, trademark, copyright and other intellectual property rights to any and all content, information, Postings (as defined below), images, and materials submitted, posted or displayed by you on or through the Website (the “User Content”) and you are responsible for protecting those rights, as appropriate. This means that you, and not Twig Education, are entirely responsible for all User Content that you upload, post, transmit, or otherwise make available on or through the Website. By submitting User Content to us or posting or displaying User Content on or through the Website, you are representing that (i) the User Content shall not infringe any proprietary or other rights of third parties, (ii) the User Content shall not contain any viruses or other contaminating or destructive devices or features, (iii) the User Content shall not contain any defamatory, indecent, offensive, tortuous, or otherwise unlawful material or content and (iv) the User Content shall not be used to carry out or solicit any unlawful activity and/or be used to make commercial solicitations. By submitting, posting or displaying User Content on this Website, you agree that we, including our partners, agents, affiliates and service providers (collectively, “Third Party Providers”), may reproduce, modify, and distribute such User Content, excluding any User Content from a Student Subscription, as we see fit in any medium and for any purpose. You grant us the royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display the User Content (in whole or part), excluding any User Content from a Student Subscription, and/or to incorporate it in other works in any media now known or later developed during the full term of the copyright therein. We also reserve the right (but assume no obligation) to delete, move, or edit any User Content that comes to our attention that we consider infringing any third party’s intellectual property or proprietary rights, violates this Terms of Use Policy, or is offensive, unacceptable or inappropriate, whether for legal or other reasons.

To the extent that portions of this Website (such as “discussion groups” or “blogs”) provide users an opportunity to post and exchange information, ideas, and opinions (“Postings”), BE ADVISED THAT TWIG EDUCATION HAS NO OBLIGATION TO SCREEN, EDIT, OR REVIEW POSTINGS PRIOR TO THEIR APPEARANCE ON THIS WEBSITE, and Postings do not necessarily reflect the views of Twig Education. To the fullest extent permitted by applicable law, Twig Education shall in no event have any responsibility or liability for the Postings or for any claims, damages, or losses resulting from their use and/or appearance on this Website.

You acknowledge that we may establish general practices, limits and restrictions concerning use of the Website and the posting of User Content by users of this Website. These restrictions may include a limit on the number of days that Postings or other submitted content will be displayed on the Website and/or retained by us, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Website in a given period

of time. We assume no responsibility or liability for the deletion, corruption or loss of any content or material submitted by you, or for our failure to receive or store submitted content for any reason, including, without limitation, malfunctioning of any network, hardware or software. We reserve the right to change these general practices, limits and restrictions at any time, in our sole discretion, with or without notice.

3. Online Conduct

—

To access certain features of this Website you may be asked to register with us on the form provided and such registration may require you to provide personally identifying information such as your name, address and email address, and also may ask you to provide certain demographic information such as your gender and date of birth. You agree that you will register to access these features only if you are 13 years or older. You agree to provide true, accurate, current and complete information about yourself as prompted by the applicable registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

You agree NOT to use this Website to:

- upload, post, or transmit any content for purposes of political campaigning or commercial solicitation or that is unlawful, defamatory, vulgar, obscene, libelous, invades the privacy of another, threatens another person or entity, or is otherwise objectionable;
 - impersonate another user of this Website including an employee of Twig Education;
 - intentionally or unintentionally violate any local, state, or federal law;
 - upload, post, or transmit any software or files that contain software viruses or other harmful computer code;
 - interfere with the operation of Twig Education's web servers or other computers or Internet or network connections or restrict or inhibit any other user from using this Website;
 - upload, post, or transmit any information, pictures, graphics, or other content that violates the copyright, patent, trademark, or trade-secret rights of another party;
 - upload, post, or transmit any unsolicited or unauthorized advertising, including spam, or gain or harvest any email addresses or other personal information posted by other users of the Website for commercial or unlawful purposes;
 - alter, damage, or delete any content or other communications that is not your own or otherwise interfere with the ability of others to access this Website;
 - post or transmit through this Website any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane,

hateful, or otherwise objectionable material of any kind, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law;

- gain unauthorized access to the Website or any other user account;
- obtain or attempt to obtain any materials or information through any means not intentionally made available on this Website; or
- attempt to hack the Website or underlying software, or to defeat or overcome any encryption and/or digital rights management technology implement by Twig Education.

If Twig Education is notified of any of the above violations, Twig Education may investigate the allegation and determine in its sole discretion whether to remove or request the removal of such content and terminate your use of this Website. Twig Education may disclose any content or electronic communication of any kind: (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate this Website; or (iii) to protect the rights or property of Twig Education. Twig Education reserves the right to prohibit conduct, communication, or content that it deems in its sole discretion to be harmful to individual users, or any rights of Twig Education. Twig Education shall not assume liability for any action or inaction with respect to any conduct, communication, or content on this Website.

Unless you are prohibited from doing so by state constitution, statute, regulation and/or law, you agree to indemnify and hold Twig Education, and our subsidiaries, affiliates, licensors and other partners, and the directors, officers, agents and employees of each, harmless from any (i) liability of any nature arising out of or related to any User Content, Submissions (as defined below) or materials submitted to or displayed on the Website by you or by others using your user account, and (ii) claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website, your violation or alleged violation of this Terms of Use Policy, or your violation of any rights of another.