

Watershed Collaborative: TERMS OF USE

Last Updated: October 10, 2018

These terms of use (the “**Terms**”) are entered into between you and Watershed Collaborative, Inc. (referred to as “**Company**”, “**we**”, “**us**” or “**our**”) and represent a legal agreement between you and the Company. These Terms, together with any documents they expressly incorporate by reference, including the Privacy Policy, govern your access to and use of all of the following (collectively, the “**Services**”):

- (1) The website www.watershed-ed.org and any subdomains or other media managed by the Company (collectively, the “**Sites**”);
- (2) Any services or applications offered by the Company (but not by third parties) in connection with the Sites; and
- (3) Any text, information, graphics, information, data, software, interfaces, code, widgets, tools, or other materials contained in or accessible by means of the Sites (collectively, the “**Company Content**”).

The Sites and Services are offered to you conditioned on your acceptance of these Terms and all terms, conditions and notices contained herein. By accessing or using the Sites and any of the Services, you acknowledge that you have read, understood, and agree to be bound by and comply with these Terms, including the Privacy Policy, without any modification or reservation whatsoever. If you do not wish to be bound by these Terms, your only option is to not use or access the Sites.

The Company reserves the right, in its sole discretion, without any obligation or notice requirement, to modify or revise these Terms. You are responsible for checking these Terms from time to time, and your continued use of the Services constitutes your acceptance of any new or amended Terms. These Terms control the relationship between you and the Company. They do not create any third-party beneficiary rights. The Company also reserves the right to suspend and/or deny access to the Services for scheduled or unscheduled maintenance, upgrades, improvements, corrections, or otherwise.

1. USE OF SERVICES

The Services are intended for customers of the Company. You may not use the Sites or the Services for any purpose not related to your business or interaction with the Company. The Company updates the Company Content regularly. However, the Company cannot guarantee or accept any responsibility or liability for the accuracy or completeness of the information on the Sites. The Company may revise, supplement, or delete information, services, and/or the resources contained in the Sites and reserves the right to make such changes without prior notification to past, current, or prospective users.

In order to access or use the Services, you may be required to provide current and accurate identification, a username, password, and other relevant information. When registering to access or use the Services, you warrant that you are the authorized recipient of any access codes provided by the Company and agree to correctly and truthfully identify yourself and/or your organization. Any access code provided to you by the Company is non-transferable.

You are responsible for maintaining the accuracy and completeness of your identification information and for maintaining the confidentiality of your login information required to use the Services. You will be fully responsible for all activities that occur under your account with the Company, including activities of others to whom you have provided your username or password, to whom you have provided legal parental or guardian consent, or with whom you have shared any Company Content as expressly authorized hereunder. You must notify the Company immediately of any unauthorized use of your account or any other breach of security.

Certain Services are provided to you free of charge. Other Services require payment or an access code provided by the Company before you can access them. Therefore, certain functionalities of the Sites and/or certain Services may

not be accessible by or available to you. These additional functions and services may be available to you at an additional cost or with express authorization of the Company.

2. SHARING COMPANY CONTENT WITH THIRD PARTIES

You agree that you will only share Company Content, limited to text, information, graphics, photographs, and other pictorial representations, with your students to the extent specifically required for, and limited to, educational purposes and instruction. You shall share this Company Content only by providing specified access codes to your students in order to access such Company Content through the Sites. You agree that you will be responsible for all activities undertaken by your students thereafter. Under no circumstances will you share or provide any information pertaining to any student under 13 years of age.

3. THIRD PARTY SERVICES

The Services may provide you with an opportunity to engage with third party services, with information pertaining to third party services, or with links to third party services (“**Third Party Services**”) offered or made available by third party providers (“**Third Party Organizations**”). Such Third Party Organizations are not necessarily related to, associated with, or affiliated with the Company, and inclusion of these links does not imply that the Company monitors or endorses these Third Party Services.

The Company is neither responsible nor liable for any activities you engage in with such Third Party Organizations, even if you identify or communicate with such Third Party Organizations on or through the use of the Services. These Terms do not apply to any Third Party Services and do not govern the practices of such Third Party Organization. When utilizing Third Party Services, you should read the relevant terms of use regarding use of such Third Party Organization websites or services including any applicable end user license agreements. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any such communications with Third Party Organizations. The Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, information, goods or services available by or through such Third Party Organization.

4. LICENSE

If you are eligible to use the Services, the Company grants you a non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Services solely under the terms and conditions provided hereunder. Except as expressly permitted by the Company in writing, you may not reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble the Services, nor will you take any measures to interfere with or damage the Services. Any use of the Services other than as authorized by these Terms is strictly prohibited and will terminate the license granted herein, and the Company shall not be liable to you for any purported interference with business or contractual relations, in tort or otherwise.

5. FEES AND REFUNDS

The Company may charge fees to access certain features and functionalities of the Sites and the Services. You shall pay all fees and charges incurred through your respective account and billed to you at the rates in effect for the pay period in which such fees and charges are incurred, and you are solely responsible for payment. If not a one-time purchase, all paid plans are set to automatically charge at the beginning of each billing period unless you submit a cancellation request to us in writing via email or through our help form. If you provide credit or debit card information to pay for the fees, you represent and warrant that you are authorized to supply such information and authorize the Company to charge that payment method on a regular basis to pay the fees as they come due. You shall pay all applicable taxes relating to your use of the Services and other products or services through your account. You will not be allowed access to any portion of the Sites or the Services for which a prepaid fee is required unless and until the Company receives all fees and charges payable by you. If your payment method fails or your account is past due, then the Company may collect fees owed using other collection mechanisms, which may

include charging other payment methods on file with the Company and/or retaining collection agencies or legal counsel.

6. CANCELLATION AND DELETION

If you cancel a paid plan, the cancellation will become effective at the end of the then-current billing cycle. Upon such cancellation, the Company may disable access to features available only to paid plan users.

You may delete your paid plan at any time. Accounts on a free plan may be deleted from the Sites if they remain inactive (i.e., the user fails to log in) for a continuous period of at least [six (6) months]. An account on a paid plan will remain active unless you explicitly ask us to delete it when you cancel your paid plan. Upon termination, all licenses granted by the Company will terminate. In the event of account deletion for any reason, your course content may no longer be available. The Company is not responsible for the loss of such content.

7. PROPRIETARY RIGHTS

The Company and/or its licensors own the Sites and the Services, including all software and other technology provided or employed by the Company in connection with the Services, and the contents, information, design, layout, functions, appearance, and other intellectual property comprising the Services, including all copyrights, trademarks, service marks, trade secrets, patents, and other intellectual property rights therein or appurtenant thereto. The Company does not grant any licenses to any such intellectual property rights other than the limited right to use the Services, as set forth herein and subject to these Terms.

The Sites may also contain intellectual property of Third Party Organizations, including but not limited to service marks and trademarks. Your use of the Sites or the Services does not give you any right or license to use such intellectual property without the prior written permission of the corresponding intellectual property owner. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by the Company.

The Company Content may only be used and copied for your own, non-commercial, personal, or educational purposes, provided that the Company Content is not modified and that copyright and other intellectual property notices are not deleted. You may not create derivative works from or, except as expressly provided in these Terms, otherwise exploit the Company Content in any way without the Company's express, written consent.

All rights not expressly granted herein are reserved by the Company. Your use of the Sites does not grant you ownership rights of any kind in the Sites or Services.

You may not engage in any activity on or through the Sites, including transmitting or using Submissions (as defined below), that infringes or otherwise makes unauthorized use of another party's copyright, trademark, or other intellectual property or proprietary rights. The Company will respond to legitimate requests made pursuant to the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA") and trademark law, and the Company retains the right to remove without notice any Submission from the Sites that the Company believes in good faith infringes any third party's intellectual property rights upon notice from the owner of such intellectual property or their agent. Be advised that misrepresentations of infringement could result in liability for monetary damages and that the Company reserves the right to seek damages and indemnification from any party that submits a Notice of Claimed Infringement or Counter Notification in violation of the law. Consult an attorney before taking any action pursuant to the DMCA or to enforce trademark or other intellectual property rights.

8. USER CONDUCT

In using the Services, you agree (i) not to send to the Company or upload onto or through the Sites any information unless you have obtained our prior written consent to do so and (ii) that you will not:

- (a) Violate any applicable international, country, province, federal or state laws, regulations, or rules (collectively, "**Laws**") as a result of your use of the Sites;
- (b) Make any information available to the Company if doing so would violate any applicable Laws, industry or professional codes or standards, contractual or fiduciary obligations, confidentiality obligations, or employer policies or other requirements to which you are bound;
- (c) Transmit any information, data, images, or other materials or post any content on the Sites that contain vulgar, profane, abusive, or hateful language; epithets or slurs; text or illustrations in poor taste; inflammatory attacks of a personal, racial, or religious nature; or expressions of bigotry, racism, discrimination, or hate; or are unlawful, harmful, threatening, harassing, libelous, defamatory, vulgar, obscene, or otherwise objectionable or that may invade another's right of privacy or infringe any intellectual property right, including patent, trademark, service mark, trade secret, copyright, or other proprietary rights of any third party;
- (d) Provide any false personal information to the Company, or create an account for anyone other than yourself without our permission;
- (e) Share or provide any information pertaining to any student under 13 years of age;
- (f) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (g) Violate or attempt to violate the security of any of the Services, including by: logging or attempting to log in to a server or account that you are not authorized to access; testing, scanning, probing, or hacking the vulnerability of the Sites or any network used by the Sites or to breach security, encryption or other authentication measures or attempting any of the foregoing; or interfering with the Sites by overloading, flooding, pinging, mail bombing or crashing it or attempting to do any of the foregoing;
- (h) Share your password, permit, authorize or enable anyone else to access your account, or do anything else that could reasonably be expected to jeopardize the security of your account;
- (i) Reverse engineer, decompile, disassemble, or otherwise attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, algorithms, or any other aspect or element of any portion of the Services;
- (j) "Scrape" Company Content from the Services, or use or attempt to use any engine, software, tool, agent, or other device or mechanism (including browsers, spiders, bots or robots, avatars, or intelligent agents) to navigate or search any portion of the Sites, other than through use of the search engine and search agents available from the Company on the Sites and generally available to third party web browsers (e.g., Mozilla Firefox, Google Chrome, Apple Safari and Microsoft Internet Explorer); or
- (k) Harvest or collect Company Content, email addresses, or other contact information of other users from the Sites or any Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications.

You further agree to adhere to the following additional restrictions/obligations:

- (a) You may not collect, develop, or derive for commercial sale any data in any form that incorporates or uses any Company Content;
- (b) You may not modify, copy, distribute, download for storage on a hard drive or any other storage media, display, use, publish, license, create derivative works from, transfer, or sell any Company Content other than as expressly permitted hereunder;
- (c) You shall (i) provide true, accurate, current, and complete information about yourself when entering your information on the Sites and (ii) maintain and update this information to keep it true, accurate, current, and complete; and
- (d) You shall abide by all copyright notices or restrictions contained in any content accessed through the Sites.

The Company has the right, but not the obligation, to monitor all conduct on and content submitted to the Sites.

9. SUBMISSIONS

All remarks, suggestions, ideas, graphics, or other information (“**Submissions**”) communicated to the Company through the Sites will be the property of the Company, and you hereby assign all right, title, and interest in any such submission to the Company, effective upon your communication to the Company of such Submission. Therefore, by posting or distributing any Submission to or through the Sites, you represent and warrant that you own and control all of the rights to any Submission that you post or otherwise distribute, and have the lawful right to post and distribute that Submission, to or through the Sites, and the use and posting or other transmission of such Submission will not violate any rights of or cause injury to any other person or entity.

You are solely responsible for the content of any Submission you make on the Sites or to any Third Party Organization through the Sites. Unless otherwise specified in writing, all Submissions made through or on the Sites will be presumed to be public, and the Company will not be required to treat the information as confidential. The content of Submissions is not pre-screened. Accordingly, users who access Submissions that are publicly available do so at their own risk, especially with respect to offensive, inaccurate, or otherwise unacceptable material. Notwithstanding the foregoing, the Company reserves the right, but does not assume any obligation, to delete Submissions that the Company, in its sole discretion, deems abusive, defamatory, obscene, inaccurate, in violation of any Laws, or otherwise unacceptable. You are solely responsible for maintaining any copies of or replacing any Submissions you make on or through the Sites.

10. USE OF INTERACTIVE AREAS

The Sites may contain discussion forums, bulletin boards, review services, or other forums in which users or third parties may post content, messages, materials, reviews, or other items on the Sites (“**Interactive Areas**”). You are solely responsible for your use of such Interactive Areas and use them at your own risk. You represent and warrant that any content you submit to any Interactive Areas complies with these Terms and that you own and control all rights in and to that content. Any content submitted to any public area of the Sites is non-confidential and non-proprietary. By using any Interactive Areas, you agree that the content must comply with all applicable federal, state, local, and international laws and regulations, and agree not to post any content containing material which is defamatory, discriminatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable. You also expressly agree not to post, upload to, transmit, distribute, store, create, or otherwise publish through the Sites any of the following:

- (a) Any message, data, information, text, music, sound, photos, graphics, code, or other material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or fraudulent;
- (b) Content that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any applicable federal, state, or local law;
- (c) Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right of any party;
- (d) Content that impersonates any person or entity or otherwise associates, infers, or misrepresents your affiliation with a person or entity;
- (e) Any information pertaining to any student under 13 years of age;
- (f) Any tool or service that imports content from any platform that prohibits such services from accessing its platform for this purpose.
- (g) Unsolicited promotions, political campaigning, advertising, or solicitations;
- (h) Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, and credit card numbers, unless that third party has expressly consented to such use and disclosure;
- (i) Viruses, corrupted data, or other harmful, disruptive, or destructive files;
- (j) Content that is unrelated to the topic of the Interactive Area(s) in which such content is posted; and

- (k) Content that is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Sites, or which may expose the Company or its affiliates or users to any harm or liability of any kind.

Finally, the Company has a zero-tolerance policy towards unsolicited email or messages, commonly referred to as "spam." You may not use the Interactive Areas or the Sites generally to send commercial or other messages to any third-party, within or outside of the Sites, if those messages are not solicited, authorized, or welcomed by the third-party, and in using the Sites, you must comply with all applicable laws, including laws that apply in any jurisdiction, to spam and marketing practices, and with any applicable marketing association guidelines on ethical marketing practices.

Any use of the Interactive Areas or other portions of the Sites in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Sites. If you believe that your own Submission violates any law or regulation, is inaccurate, or poses any risk whatsoever to any third party, it is your responsibility to take any corrective steps you deem necessary. If you believe that any third party's content or any of the Company's content violates any laws or regulations, including, without limitation, any copyright laws, you will report it to the Company.

11. ERRORS AND CORRECTIONS

The Company does not represent or warrant that the Sites or any services offered through the Sites will be error-free or otherwise reliable, free of viruses or other harmful components, that defects will be corrected, or that the Sites will always be accessible. The Company may make improvements and/or changes to the Sites and their features and functionality at any time.

The Company reserves the right to amend the Sites, and any service or material provided on the Sites, in its sole discretion without notice. The Company will not be liable if for any reason all or any part of the Sites is unavailable at any time or for any period. From time to time, the Company may restrict access to some parts of the Sites, or the entire Sites, to users.

12. ASSUMPTION OF RISK

You are solely responsible for ensuring that your use of the Sites complies with applicable law and does not violate the rights of any third party, including, without limitation, intellectual property rights. You assume all liability for any claims, suits, or grievances filed against you, including, but not limited to, all damages related to your use of the Sites.

13. YOUR INDEMNITY OBLIGATIONS

You hereby indemnify, and agree to defend and hold the Company and each Third Party Organization with whom you engage on, through, or as a result of your use of the Services, and each of their respective affiliates, as well as each such party's respective officers, directors, shareholders, employees, and representatives, harmless from and against any claims, losses, costs, expenses, or damages, including reasonable legal fees, arising out of or relating to the Services, your use of and access to the Sites or the Services, your violation of any rights of another, or resulting from your breach of these Terms, or arising out of a breach of your obligations or representations and warranties under these Terms (including, without limitation, use in contravention of these Terms, other Company policies, and copyright and other intellectual property laws).

14. TERMINATION

You agree that the Company, in its sole discretion, may suspend or terminate your account (or any part thereof), your access to the Sites, or use of the Services, and remove and discard any content within the Services. If the Company suspects fraudulent, abusive, or illegal activity, the Company reserves the right to investigate complaints

or reported violations of these Terms and to take any action it deems appropriate, including but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties, and disclosing any information necessary or appropriate to such persons or entities relating to users, user accounts, email addresses, usage history, posted materials, IP addresses, and web traffic information. The Company will not be liable to you or any third-party for any termination of your access to the Services. The Company may also retain an archival copy of your Submissions after termination, and you hereby grant us a non-exclusive, perpetual, irrevocable license to maintain such archival copy for compliance with any relevant laws and regulations and for our internal business purposes.

15. REMEDIES FOR VIOLATIONS

The Company reserves the right to seek all remedies available at law and in equity for violations of these Terms, including but not limited to the right to block access from a particular IP address or other user identifier to the Sites.

16. COMMUNICATIONS

The Company may notify you of relevant information regarding the Sites and Services in any of the following ways: (a) by emailing you at the contact information you provide in your account registration, (b) by posting a notice in dashboard areas of the Sites, and (c) by posting the notice elsewhere on the Sites in an area suitable to the notice. It is your responsibility to periodically review the Sites for such notices.

Subject to the Privacy Policy, if you send to the Company or post on the Sites in any public area any testimonials, techniques, suggestions, workflows, or know-how (“**User Submissions**”), for any purpose, including the developing, manufacturing, and/or marketing of products or services incorporating such information, you acknowledge that such User Submissions will not be treated as confidential and that the Company can use such User Submissions without acknowledgement or compensation to you, and you waive any claim of ownership or compensation or other rights you may have in relation to your User Submissions. We actively review User Submissions for new ideas. If you wish to preserve any interest you might have in your User Submissions, you should not post them to the Sites or send them to us.

17. DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES, INCLUDING ALL THE MATERIALS, INFORMATION, FACILITIES, AND OTHER CONTENT AVAILABLE ON THE SITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITES OR SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITES AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

THE COMPANY DOES NOT WARRANT THAT THE SITES OR SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITES WILL BE AVAILABLE CONTINUOUSLY, UNINTERRUPTED, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES OR THE SERVERS THAT MAKE THE SITES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT ON OR MADE AVAILABLE THROUGH THE SITES OR ANY WEBSITES LINKED TO THE SITES IN TERMS OF THEIR QUALITY, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE COMPANY MAKES NO WARRANTIES THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT ON THE SITES OR ANY OTHER WEBSITE WILL NOT INFRINGE THE RIGHTS OF OTHERS. THE

COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT ON THE SITES OR ANY OTHER WEBSITE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

18. LIMITATION OF LIABILITY

THE COMPANY'S LIABILITY TO YOU IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, AGENTS OR REPRESENTATIVES BE LIABLE TO YOU FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITES OR SERVICE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY THE COMPANY. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR FAILS OF ITS ESSENTIAL PURPOSE, THE COMPANY'S SOLE OBLIGATION TO YOU FOR DAMAGES SHALL NOT EXCEED \$100.

19. PRIVACY

Your use of the Services is subject to the Company's Privacy Policy at <http://www.watershed-ed.org/privacy-policy.pdf>, the provisions of which are incorporated herein by reference. By using the Services, you acknowledge and consent to be bound by the terms of the Company's Privacy Policy, including the Company's collection, use, and disclosure of your personal information.

20. ABILITY TO ACCEPT TERMS

You affirm that you are (i) more than 18 years of age, (ii) an emancipated minor, or (iii) possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In no event does the Company collect any personally identifiable information through the Services from or about a child under 13 years of age.

21. CHANGE IN CONTROL

In the event of a change of control of the Company or the sale of substantially all of the Company's assets or other corporate event, all rights of the Company hereunder shall be transferable without notice to you.

22. GOVERNING LAW & JURISDICTION

These Terms shall be governed by, construed and enforced in accordance with the laws of the United States of America and the laws of the State of New York. You hereby consent and submit to the exclusive jurisdiction of the courts of the County of New York, State of New York for any action however arising out of these Terms.

Any cause of action or claim you may have arising out of or relating to these terms of use or the sites must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

The Terms constitute the entire agreement between you and the Company and govern your use of the Services, superseding any prior agreements between you and the Company with respect to the Services. In the event that any

provision of these Terms is held to be invalid or unenforceable, then that provision will be limited to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.