

## TERMS OF USE

**Welcome to the Oeder platform.** Oeder Inc. (Oeder, Inc. and all of its parents, subsidiaries and affiliates shall be collectively referred to herein as the “Company”) maintains a web-based platform at <http://www.oeder.com/> (collectively, including all Content available through the oeder.com domain name, the “Oeder platform”, or “Site”) for your information at the request of, and with the assistance of, your local school, local school district, teacher, or other responsible education authority which has ordered a subscription to the Service for your use (the “Educator”). Your use of Oeder is conditioned on and subject to your agreement to the following Terms of Use Privacy Policy (the “Terms of Use and Privacy Policy”).

In order to use Oeder platform you will need access to a subscription. A subscription may be supplied by an Educator. You will also need to expressly agree, be bound by, and comply with the Company’s Terms of Use and the Privacy Policy.

You may use the Site for lawful purposes only. Please read these Terms of Use carefully. Your access to and use of the Oeder platform is subject to and governed by the Terms and Conditions set forth below. These Terms of Use apply to all users of the Oeder platform, including users who are also contributors of content, information, and other materials or services on the Oeder platform. If you do not agree to the terms and conditions of this Terms of Use, please do not make any use of the Oeder platform.

**The content of this website is provided for general informational purposes only and is not intended as, nor should it be considered a substitute for, professional medical advice. Do not use the information on this website for diagnosing or treating any medical or health condition. If you have or suspect you have a medical problem, promptly contact your professional healthcare provider.**

### 1. Your Acceptance

BY USING AND/OR VISITING THE SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND CONSENT AND AGREE TO BOTH THESE TERMS AND CONDITIONS (the “Terms of Use”) AND THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY, WHICH ARE PUBLISHED AT [WWW.ONEDER.COM/PRIVACY](http://WWW.ONEDER.COM/PRIVACY) AND WHICH ARE INCORPORATED BY REFERENCE.

The Company reserves the right to change, modify, add to, or otherwise alter these Terms and Conditions at any time, or to impose new conditions, change or discontinue any aspect or feature of the Site including, but not limited to, adding fees and charges for use, or changing content, hours of availability or equipment needed for access or use at any time and without notice to you. Such changes, modifications, additions or deletions shall be effective immediately upon their posting on the Site. You agree to review the terms and conditions of this Agreement periodically to be aware of such revisions. Any use of the Site by you after the posting of such changes, modifications, additions or deletions shall be deemed to constitute acceptance by you of such changes, modifications, additions or deletions.

If you do not agree to any of these terms, then please do not use the Oeder platform.

- A. If you are accessing Oeder on behalf of a School or District, the following provisions also apply:

- i. You represent and warrant that you are solely responsible for complying with the Child Online Privacy Protection Act (COPPA), where applicable, which requires parental consent for online collection of personal information from children under 13. You understand and acknowledge that the Company does not do so and has no obligation to do so.
  - ii. You will only grant licenses to teachers and staff members who are current employees of your school or district. Upon termination of a teacher or other staff member's employment with you for any reason, you will require such individual to cease using all licenses he or she has in his or her possession. If at any time you learn a user of the Oneder platform claims to be affiliated with your school or district who is not in fact affiliated with your school or district, you will notify the Company immediately.
- B. If you are accessing the Site as a Teacher, the following provisions also apply.
- i. You represent and warrant that you have permission from your school or district to enter into these Terms and to use the Oneder platform as part of your curriculum. You represent and warrant that you are solely responsible for complying with COPPA, where applicable to you, which requires verifiable parental consent for online collection of personal information from children under 13.
  - ii. Where applicable, you must obtain consent from all parents whose children under 13 will be accessing the Oneder platform and provide a copy to us upon our request. For more information on COPPA, please see [www.ftc.gov/privacy](http://www.ftc.gov/privacy).
  - iii. When obtaining consent, you must provide parents with a copy of our Privacy Policy.
- C. If you are accessing the Oneder platform as a parent or guardian, the following provisions also apply:
- i. You understand that your acceptance of these Terms of Use is on behalf of both yourself and as well as on behalf of those children who use the Oneder platform and for whom you are a parent or legal guardian. Children under 18 must not use the Site until a parent or legal guardian has accepted these Terms of Use on their behalf.

## 2. Website Access

- A. The Company hereby grants you permission to use the Site as set forth in these Terms of Use, provided that: (i) your use of the Site as permitted is solely for your personal use; (ii) you will not copy or distribute any part of the Site in any medium without the Company's prior written authorization; (iii) you will not alter or modify any part of the Oneder platform other than as may be reasonably necessary to use the Site for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use.
- B. You will be required to register with the Site in order to use it and to create a profile. You acknowledge that your profile, including without limitation your profile photo, may be viewed by other users of the Oneder platform. Any information you choose to display on your profile

may be viewed by other members of the Oneder platform and may be used to send you unsolicited messages. The Company is not responsible for any PII you choose to share within your profile. Educators, including parents, teachers and school administrators, reserve the right to edit students' profiles at any time by logging into their accounts and choosing the students account they wish to update.

- C. When creating your account and profile, you must provide accurate and complete information. The Company may refuse to allow you to create an account using a user name or email address that belongs to or is already being used by another person; that may be construed as impersonating another person; that violates the intellectual property or other rights of any person; that is offensive; or that the Company otherwise rejects for any other reason in its sole discretion. You are responsible for maintaining the confidentiality of any password you may use to access the Oneder platform, and you agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Oneder platform, to any third party. You are solely responsible for the activity that occurs on your account. You may never use another's account without permission. You must notify the Company immediately of any breach of security or unauthorized use of your account. Although the Company will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of the Company or others due to such unauthorized use.
- D. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that access the Website in a manner that sends more request messages to the Company servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, the Company grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. The Company reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Oneder platform with respect to their User Submissions.

### **3. Rules of Conduct**

As a condition to your continued use of the Site, you agree that you will not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions. In the access or use of the Site, you shall comply with these Terms and Conditions and the special warnings or instructions for access or use posted on the Site. You shall act always in accordance with the law, custom and in good faith. You may not make any change or alteration to the Site or any Content (defined below) or services that may appear on this Site and may not impair in any way the integrity or operation of the Site. Without limiting the generality of any other provision of these Terms and Conditions, if you default negligently or willfully in any of the obligations set forth in these Terms and Conditions, you shall be liable for all the losses and damages that this may cause to the Company, our affiliates, partners or licensors.

By way of example, and not limitation, you agree not to:

- Post, transmit, or otherwise make available through or in connection with your use of the Oneder platform:
  - Any information or materials that are or may be, or the posting, transmission or use of which is or may be: (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory or libelous; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right.
  - Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as “hacking,” “cracking,” or “phreaking.”
  - Any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage, hijack, disable, interfere with, or disrupt the operation of, or monitor the use of, any hardware, software or equipment.
  - Any unsolicited or unauthorized advertisements, promotional material, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation that is not expressly approved in writing by Oneder in advance.
  - Any personally identifiable information of another individual, without the prior consent of such individual.
  - Any material, non-public information about a company, without the proper authorization to do so.
- Use the Oneder platform for any fraudulent or unlawful purpose.
- Use the Oneder platform to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others’ privacy rights or rights of publicity, or to harvest or collect information about users of the Oneder platform.
- Impersonate any person or entity, including without limitation any representative of the Company; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Oneder platform; or express or imply that the Company endorses any statement you make.
- Interfere with or disrupt the operation of the Oneder platform or the servers or networks used to make the Oneder platform available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the Oneder platform (including without limitation by hacking or defacing any portion of the Oneder platform).
- Use the Oneder platform to advertise or offer to sell or buy any goods or services for any business purpose without the Company’s express prior written consent.

- Reproduce, duplicate, copy, sell, resell, link to or otherwise exploit for any commercial purposes, any portion of, use of, or access to, the Oeder platform.
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Oeder platform.
- Remove any copyright, trademark or other proprietary rights notice from the Oeder platform or materials originating from the Oeder platform.
- Frame or mirror any part of the Oeder platform.
- Create a database by downloading and storing Oeder platform content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way gather Oeder platform content or reproduce or circumvent the navigational structure or presentation of the Oeder platform without Oeder’s express prior written consent.

#### **4. Intellectual Property Rights**

- A. All information and content available on the Site and its “look and feel”, except all User Submissions (as defined below), including but not limited to trademarks, logos, service marks, text, graphics, logos, button icons, images, audio/video clips, data compilations and software, and the compilation and organization thereof (collectively, the “Content”) is the property of the Company, its affiliates, partners or licensors, and is protected by United States and international laws, including laws governing copyrights and trademarks. The reproduction and use of any of these by you is prohibited unless specific permission is provided on the Site or otherwise. Any unauthorized use may violate copyright laws, trademark laws, privacy and publicity laws, and/or communications regulations and statutes of the United States and foreign laws and international conventions.
- B. The trademarks, service marks, logos, and other indicia, including of the Company (collectively the “Trademarks”) which appear on the Website are registered and unregistered trademarks of the Company and others. Nothing contained on the Oeder platform should be construed as granting, by implication or otherwise, any right, license or title to any of the Trademarks without the advance written permission of the Company or such third party as may be appropriate. All rights are expressly reserved and retained by the Company. Your misuse of any of the Trademarks displayed on the Oeder platform, or any other content on the Site, except as provided in these Terms and Conditions, is strictly prohibited. You are also advised that the Company will aggressively enforce its intellectual property rights to the fullest extent of the law.
- C. Both the Oeder platform and the content of the Site are provided “AS IS” for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. The Company reserves all rights not expressly granted in and to the Oeder platform and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Site for any commercial purposes. If you download or print a copy of the Content for

personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Oneder platform or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Oneder platform or the Content therein. The Company does not make any representations or warranties, whether express or implied, regarding or relating to the Site or any associated hardware or software, including the content or operations of either.

## **5. User Submissions**

- A. All inquiries, feedback, suggestions, ideas or other information you provide the Company (collectively, "Submissions") will be treated as non-proprietary and non-confidential. By transmitting or posting any Submission, you hereby grant the Company full ownership of the Submission as if the Company had created, developed and posted the Submission for its own purposes. The Company reserves the right to copy, use, reproduce, modify, adapt, translate, publish, license, distribute, sell or assign the Submission in any way as it sees fit, including but not limited to copying in whole or in part, creating derivative works from, distributing and displaying any Submission in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works, or using the Submission within or in connection with our products or services. You also acknowledge that your Submission will not be returned and the Company may use your Submission, and any ideas, concepts or know how contained therein, without payment of money or any other form of consideration, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products.

If you make a Submission, you represent and warrant that you own or otherwise control the rights to your Submission. You further represent and warrant that such Submission does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false email address, impersonate any person or entity, or otherwise mislead us as to the origin of any Submission. You agree to indemnify the Company for all claims arising from or in connection with any claims to any rights in any Submission or any damages arising from any Submission.

The Oneder platform permits the submission of content or communications submitted by you and/or other users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, the Company does not guarantee any confidentiality with respect to any submissions.

- B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize the Company to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Site and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Oneder platform and these Terms of Use.

- C. By submitting the User Submissions to the Company, you hereby grant the Company a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Oeder platform and the Company's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Oeder platform (and derivative works thereof) in any media formats and through any media channels. You also grant each user of the Oeder platform a non-exclusive license to access your User Submissions through the Site, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Oeder platform and under these Terms of Use. The foregoing license granted by you terminates once you or we remove or delete a User Submission from the Oeder platform.
- D. You agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant the Company all of the license rights granted herein, including sampled music; (ii) publish falsehoods or misrepresentations that could damage the Company or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person.
- E. The Company does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and the Company expressly disclaims any and all liability in connection with User Submissions. The Company does not knowingly permit infringement of intellectual property rights on its Website, and the Company will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. The Company reserves the right to remove Content and User Submissions without prior notice. The Company may also terminate a User's access to its Website, if a User is determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than two times and/or has had a User Submission removed from the Website more than twice. The Company also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. The Company may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.
- F. The Company does not control the messages, information or files delivered as User generated content. You understand and agree that the Company does not and has no obligation to monitor the User generated content.
- G. Both the Company and you reserve the right at all times to disclose any information posted by you or any other user as necessary to satisfy any law, regulation or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in the Company's sole discretion are objectionable or in violation of these Terms of Use.

- H. Your Educator may use the Oneder platform to host forums for online discussion or message posting about issues important to your community or school. Your Educator will decide how these online forums are used, including whether they are available to students. These are public forums, and information that users post may be available to other members of the school community, and in some cases even other schools or the public internet. You should be aware that any personally identifiable information (“PII”) you submit there can be read, collected, or used by other users of the forums, and could be used to send you unsolicited messages. Your Educator will decide how it wishes to use online discussion and message boards. The Company is not responsible for the PII you choose to submit in these forums. To request removal of your PII from our blog, <http://blog.oneder.com/> or community forum, contact us at [legal@oneder.com](mailto:legal@oneder.com).
- I. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing the Company’s Copyright Agent with the following information in writing:
- i. A physical or signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
  - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
  - iv. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
  - v. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
  - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Company’s designated Copyright Agent to receive notifications of claimed infringement is: Randy M. Friedberg, Esq., White and Williams LLP, 7 Times Square, Suite 2900, New York, New York, 10036; email: [friedberg@whiteandwilliams.com](mailto:friedberg@whiteandwilliams.com). Only DMCA notices should go to the Copyright Agent. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. The Company suggests that you consult your legal advisor before filing a notice. Please be aware that there are penalties for false claims under the DMCA. Any other feedback, comments, requests for technical support, and other communications should be directed to Oneder customer service through [legal@oneder.com](mailto:legal@oneder.com). You acknowledge that if you fail to comply with all of the requirements of this Section (F), your DMCA notice may not be valid.

- J. You understand that when using the Oneder platform, you may be exposed to User Submissions from a variety of sources, and that the Company is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the Company with respect thereto, and agree to indemnify and hold the Company, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Site.
- K. The Company permits you to link to materials on the Site for personal, non-commercial purposes only. The Company reserves the right to discontinue any aspect of the Oneder platform at any time, with or without notice.

## **6. Links to Third Party Websites**

For your convenience, the Site may contain links to the websites of third parties on which you may be able to obtain information or content. Except as otherwise noted, such third party websites, and such information, content and software are provided by companies which are not affiliated with and independent of the Company. The Company does not endorse or make any representations or warranties concerning such websites, and may have not reviewed such content or software. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, the Company cannot censor or edit the content of any third-party site. Therefore, the Company makes no representation as to the accuracy or any other aspect of the information contained in or on such websites, sources or servers, nor does the Company necessarily endorse such websites or sources. Your linking to or from any off-Site pages or other websites is at your own risk. By using the Oneder platform, you expressly relieve the Company from any and all liability arising from your use of any third-party website. Accordingly, the Company encourages you to be aware when you leave the Oneder platform and to read the terms and conditions and privacy policy of each other website that you visit.

## **7. Warranty Disclaimer and Limitation of Liability**

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER THE COMPANY NOR ITS PARENT OR AFFILIATED COMPANIES NOR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS (COLLECTIVELY THE "ONEDER PARTIES") WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE OR ANYTHING ON THE SITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION OR SERVICE PROVIDED THROUGH THE SITE. YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN NO EVENT WILL THE COMPANY, THE ONEDER PARTIES, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SITE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SITE.

IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER, THE COMPANY, NOR THE ONEDER PARTIES SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE SITE, INCLUDING, WITHOUT LIMITATION, PRICING OR AVAILABILITY INFORMATION, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO YOU, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES AND THE AGGREGATE, TOTAL LIABILITY OF THE ONEDER PARTIES TO YOU OR ANY END USER FOR ALL DAMAGES, INJURY, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SITE SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITY OR WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. In such jurisdictions, the Company's liability is limited to the greatest extent permitted by law. You should check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

You hereby acknowledge that the provisions of this section shall apply to all content on the Site. The Company neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement on the Site, nor for any posting made on the Site by anyone other than authorized Company representatives acting in their official capacities. Under no circumstances will the Company be liable for any loss or damage caused by your reliance on information obtained through the content on the Site. You are responsible for evaluating the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Site.

The Company strongly advises you to seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content, including but not limited to health, financial or lifestyle information, opinion, advice or other content.



The Company does not endorse, warrant or guarantee any products or services offered through the Site and will not be a party to or in any way monitor any transaction between users and third party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. The Company makes products or services available on the Site without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement.

## **8. Indemnity**

You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your use of and access to the Oneder platform; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Oneder platform.

## **9. Ability to Accept Terms of Use**

It is our and your intent that these Terms of Use constitute a binding and enforceable agreement between us. Therefore, you affirm that you are more than 18 years of age and consenting on behalf of yourself and on behalf of any minor children for whom you are the parent or guardian, or an emancipated minor, or are 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 of Use, and to abide by and comply with these Terms of Use. Children under 18 must not use Oneder until a parent or legal guardian has accepted these Terms of Use and Privacy Policy on their behalf. In any case, you affirm that you are over the age of 13, as the Oneder platform is not intended for children under 13. If you are under 13 years of age, then please do not use the Oneder platform without the consent of your parent or guardian.

## **10. Privacy Policy and Filtering**

The Company knows that the privacy of your personal information is important to you. Therefore, the Company has established a Privacy Policy governing the use of this information, which is located at [www.Oneder.com/privacy](http://www.Oneder.com/privacy) and is part of this Agreement.

Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

## **11. California Civil Code Section 1789.3 Compliance**

Californians have rights to the following information pursuant to California Civil Code Section 1789. is located at **[insert]** . Currently there are no charges to the consumer for use of the Oneder platform, other than, if applicable, the cost of the app, any products or services purchased therein and any applicable taxes, shipping fees, and other charges associated with such purchases. The Company reserves the right to change its pricing. Please feel free to contact the Company to resolve a complaint regarding any aspect of our service by writing to



the address here. Upon your request, you may have these Terms of Use sent to you by e-mail. The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in California may be contacted in writing at 400 R. Street, Suite 3090, Sacramento, CA 95814 or by calling 1-800-952-5210.

## **12. Assignment**

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction.

## **13. Intended For United States Residents Only.**

The Company controls and operates the Company from its offices located in the State of New York, U.S.A., and the Oner platform is not intended to subject the Company to the laws or jurisdiction of any state, country or territory other than those of the United States. Unless otherwise specified, materials made available through the Oner platform are presented solely for the purpose of providing services and promoting products available in the United States. The Company makes no representation or warranty that any Oner platform, in whole or in part, or any products, services, or materials made available through the Oner platform, are appropriate or available for use in other locations. Those who choose to access the Oner platform from other locations do so on their own initiative and at their own risk and are responsible for compliance with local laws, rules and regulations, if and to the extent local laws, rules or regulations are applicable.

## **14. Access to Educational Records and By Children**

With respect to any access by the Company to any "education records" (as such term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232, et seq. ("FERPA")) held by you or an Educator under or in connection with the use of the Oner platform, the Company shall be acting as your legal agent ("school official"). As between you and the Company, any information protected by FERPA submitted to the Company by you in connection with your use of the Oner platform shall be deemed your Confidential Information. The Company agrees to comply with FERPA and agrees not to share or disclose any FERPA protected information with any third party except as permitted by FERPA or as authorized or permitted by you.

You and the Company each represent and warrant to the other that we will comply with Children's Online Privacy Protection Act ("COPPA") and the Children's Internet Protection Act ("CIPA"), to the extent such laws are applicable to the respective party's actions. You shall be responsible for establishing or requesting that the Company establish student accounts for access to the Oner platform and shall ensure that it has obtained any necessary and appropriate consent from students to establish such accounts; the Company will not establish any student accounts except as directed by you and the Educator. The parties agree that the Company may rely on you to obtain the necessary and appropriate consent from students for such students' use of or access to the Oner platform.

## **15. Opt-Out.**

If you are the parent and guardian of a student using the Oner platform, and cease to agree with the Terms of Use or Privacy Policy at any time in the future, you may opt-out on behalf of the student by contacting your Subscriber (typically your Educator) and/or the Company administrator at [legal@oneder.com](mailto:legal@oneder.com).

## **16. Testimonials**



The Company posts user testimonials on the Site which may contain PII. We obtain the User's consent via email prior to posting the testimonial. To request removal of your PII from a testimonial, contact us at [legal@oneder.com](mailto:legal@oneder.com).

## 17. General

You agree that: (i) the Oeder platform shall be deemed solely based in Newark, New Jersey; and (ii) the Oeder platform shall be deemed a passive website that does not give rise to personal jurisdiction over the Company, either specific or general, in jurisdictions other than New Jersey. These Terms of Use shall be governed by the internal substantive laws of the State of New Jersey, without respect to its conflict of laws principles. Any claim or dispute between you and the Company that arises in whole or in part from the Oeder platform shall be decided exclusively by a court of competent jurisdiction located in Newark, New Jersey. These Terms of Use, together with the Privacy Notice above and any other legal notices published by Oeder on the Site, shall constitute the entire agreement between you and the Company concerning the Oeder platform. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. The Company reserves the right to amend these Terms of Use at any time and without prior notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Oeder platform following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. This Agreement is effective until terminated by the Company. You agree that The Company, at its sole discretion, may terminate your access to or use of the Oeder platform, at any time and for any reason with or without prior notice. Upon any such termination, your right to use the Oeder platform will immediately cease. The Company may immediately deactivate and/or delete any user name and/or password used by or provided to you, and all related information and files associated therewith, and/or bar any further access to such information or files. You agree that The Company shall not be liable to you or any third party for any termination of your access to the Oeder platform or to any such information or files, and shall not be required to make such information or files available to you after any such termination. The Company reserves the right to take all steps necessary or appropriate to enforce and/or verify compliance with the Terms and Conditions. **YOU AND THE COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE ONEDER PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

If you have any questions regarding these Terms and Conditions, please contact us at [legal@oneder.com](mailto:legal@oneder.com).

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