

## TERMS OF SERVICE

These Terms of Service (this "Agreement") set forth the terms and conditions upon which Tadpoles LLC (referred to herein as "Tadpoles," "we," "us" or "our") offers third party customers (referred to herein as "you" or "your") the ability to share student or child information, including photos and videos, by using the Servers (as defined below), along with any updates, additions or expansions thereto (collectively referred to herein as the "Services"). **This is a legally enforceable contract.**

By clicking "I Agree" below or by accessing or otherwise using the Services, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not access or use the Services.

### 1. Acceptance; License; Access; Fees.

a. Acceptance. By accessing or otherwise using the Services, you assert that you have read and understand this Agreement and agree to be bound by it. We reserve the right to modify and update this Agreement at any time. Notice of such modifications and updates will be communicated on the Tadpoles Website located at Uniform Resource Locator <http://www.tadpoles.com> (the "Website"), or by other commercially reasonable methods. Any such modifications or updates are effective and enforceable against you upon publication. If you do not agree to any modification or update to this Agreement, please cancel your Tadpoles account (an "Account") by contacting us via email to [talk.to.us@tadpoles.com](mailto:talk.to.us@tadpoles.com) and cease using the Services.

b. License to Access the Servers and Applications. Subject to this Agreement, we hereby grant to you a limited, terminable, non-exclusive, non-transferable, royalty-free license, to access the Tadpoles servers (the "Servers") solely for the purposes of using the Services. To the extent your access to the Servers is through an application distributed by Tadpoles (the "Application"), we hereby grant to you a limited, terminable, non-exclusive, non-transferable, royalty-free license, to access the Application solely for the purposes of using the Services.

c. Requirements. In order to use the Services, you must: (i) agree to this Agreement, (ii) create a valid Account, and (iii) have a suitable connection to the Internet (which is not provided by us) that permits such devices to be connected to the Servers. As the Services will continuously evolve over time, we reserve the right to modify these requirements at our sole discretion. By clicking the "I Agree" button, you represent that you meet all of these requirements.

d. Fees. Tadpoles charges the fee set forth on the Website for your use of the Services. You hereby agree to all such fees and permit Tadpoles to charge you for such fees using the payment method you described during your Account registration. Your obligation to pay fees continues through the end of the subscription period during which you cancel your Account.

### 2. Accounts and Security.

a. Account. To use the Services, you must create an Account by completing the registration process. You will be guided through the registration process when you access the Services on the Website or the Application. You must provide us with current, complete and accurate information (including your email address) as prompted by the applicable registration form. You hereby promise that all information that you submit during the registration process is true and accurate.

b. Account Security. You are responsible for maintaining the confidentiality of your Account username and password. You agree to notify us immediately of any unauthorized use or theft of

your Account or any other breach of security (and to provide properly documented evidence as reasonably requested by us). As the Account holder, you are responsible for any and all actions taken by any person that has attained access to your Account.

### c. Termination of Accounts

- i. Termination by Us. You expressly acknowledge and agree that the Services are provided by us solely upon the terms and conditions in this Agreement. In the event that you breach the terms and conditions of this Agreement, Tadpoles may terminate your Account or otherwise suspend or terminate your access to the Services.
- ii. Cancellation by You. You have the right to cancel your Account at any time. You can cancel your Account by following the procedures made available through the Website or the Application.
- iii. Effect of Account Termination or Cancellation. In the event that your Account is terminated, suspended or canceled, you will no longer have access to your Account. In such event, the licenses granted under this Agreement shall automatically terminate. Tadpoles will bill you through the method specified during account registration for any outstanding fees incurred prior to termination. Sections 3, 4(b), 4(c), 5, 6, 7, and 8 of this Agreement shall survive the termination or cancellation of any Accounts for any reason.

### **3. Intellectual Property Rights.**

a. Ownership of Tadpoles. The Services, the Website, the Application, and the Servers are copyrighted works or otherwise protected works owned by us. All right, title and interest, including all copyrights, in and to such items (including but not limited to any images, photographs, animations, video, audio, music, text, and functionality), any accompanying printed materials, and any copies of all or any portion of the source code contained in the Website or the Application, are owned by us. All rights not expressly granted to you through this Agreement are reserved by us.

b. User Content. You may be permitted to upload executable files or other content to the Servers in various forms (collectively, "User Content"). By providing any User Content, you agree that it will not: (i) infringe any copyright, trademark, patent, trade secret, or other proprietary right of any party; (ii) be profane, obscene, indecent or violate any law or regulation; (iii) defame, abuse, harass, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (iv) incite discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation, or that insults the victims of crimes against humanity by contesting the existence of those crimes; or (v) restrict or inhibit any other user from using the Services. We have no obligation to monitor User Content related to the Services. However, we reserve the right to review User Content and take any action we deem necessary as to such User Content, including but not limited to editing or removing your User Content and/or suspending or terminating your access to the Services based on your violation of the rules specified here. We will comply with all applicable privacy laws as such laws relate to User Content.

c. Feedback. You are encouraged to provide feedback to us regarding the Services, including but not limited to usability, bug reports and test results (collectively "Feedback"). You hereby expressly agree that all rights, title and interest, including all copyrights, to all Feedback is owned by us. You hereby assign and convey to us any rights and interests in any such Feedback you may have, create or provide during the term of this Agreement. To the extent that

such assignment is held to be invalid or unenforceable, you hereby grant to us a perpetual, exclusive, transferable, royalty-free license to use any Feedback.

#### **4. Restrictions and Conditions of Use.**

a. No Violation of Laws. You may not, whether intentionally or unintentionally, violate any applicable local, state, national or international law or regulation in connection with your use of the Services, including, without limitation, making available any material or information that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity).

b. No Service Attacks. You may not institute, assist, or become involved in any type of attack, including without limitation denial of service attacks, upon the Services or otherwise attempt to disrupt the Services or any other person's use of the Services. Any such attempt is a violation of criminal and civil laws. In the event that you make or assist in such an attempt, we reserve the right to seek damages or criminal prosecution to the maximum extent permitted by law.

c. No Unauthorized Access. You may not attempt to gain unauthorized access to the Services, others' Accounts, or the Servers, whether through hacking, password mining, false key creation, or any other means.

d. No Reverse Engineering. You may not obtain or attempt to mine any information from the Servers, the Website, or the Application through any means not intentionally made available by us through the Website or the Application. You may not reverse engineer, decompile or disassemble the Services, any software located on the Servers, the Website, or the Application, including any proprietary communications protocol used between the Website and the Servers or the Application and the Servers.

e. No Emulators. Only we may host Services. You may not establish an emulated Services environment, regardless of the method used to do so. Such prohibited methods may include, but are not limited to, protocol emulation, reverse engineering, modifying the Application, adding components to the Application, or using any utility program to host the Services in any manner.

#### **5. Confidentiality and Nondisclosure.**

a. Generally. The Services (including the Application) including its features, and related information are proprietary and confidential information to us. You agree not to disclose any information whatsoever regarding Services, documentation, or any information related to or derived from this Agreement (including but not limited to features, results of use or testing, or discussions on any beta forums) to any third party, or to any party subject to this Agreement other than on the official forums provided by us.

b. Content and Feedback. From time to time, depending on the type of Account you maintain, Tadpoles may provide you with access to content or feedback submitted by other users. You agree to: (i) not disclose, directly or indirectly, to any third party, such information; (ii) not copy, in whole or in part, such information, except as may be expressly permitted by Tadpoles in writing; and (iii) take all necessary precautions to protect the confidentiality of all such information, which in no event shall be less than reasonable precautions. Any disclosure or use of any such information for any purposes other than your internal business purposes is expressly prohibited.

**6. Disclaimer of Warranties.** YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING.

#### **7. Limitations of Liability; Indemnification.**

a. IN NO CASE SHALL TADPOLES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SERVICES. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions the liability of Tadpoles shall be limited to the fullest extent permitted by law.

b. IN NO CASE SHALL TADPOLES'S LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED THE AGGREGATE MONIES ACTUALLY PAID TO TADPOLES BY YOU FOR THE SERVICES WHICH GAVE RISE TO SUCH LIABILITY.

c. You agree to indemnify and hold Tadpoles harmless from any liabilities, costs, claims, demands, or damages, including reasonable attorneys' fees, asserted by any third party due to or arising out of: (i) any breach by you of this Agreement; or (ii) your use or access of the Application or Servers.

d. You hereby waive, and release and discharge Tadpoles and agree to hold Tadpoles harmless from any liability for any and all claims for slander, defamation, violation of any moral or artistic rights, invasion of privacy, or violation of the right to publicity or any other personal or proprietary right.

#### **8. General.**

a. This Agreement is governed by the laws of the State of Delaware. You hereby irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts sitting in Delaware, for all disputes arising out of or relating to the Services.

b. We may assign this Agreement, in whole or in part, at any time. You may not assign this Agreement without our prior written approval.

c. 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 this Agreement shall continue in effect.

d. This Agreement constitutes the entire Agreement between you and us with respect to the Services and such Agreement supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and us with respect to the Services.

e. Our failure to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

f. All notices given by you or required under this Agreement shall be in writing and addressed to:

Tadpoles LLC  
4500 East-West Hwy  
Suite 300  
Bethesda, MD 20814  
United States