

## **PeerSquared User Terms of Service (Last updated: June 15<sup>th</sup>, 2020)**

PeerSquared, Inc. (“PeerSquared,” “we,” “us,” or “our”) owns and operates the PeerSquared website located at <http://peer-squared.com> (the “Site”) and related application programming interfaces (“APIs”), the PeerSquared platform (“Platform”), any associated future mobile applications and online services (the “Apps”), and any other products and services that PeerSquared may provide now or in the future (collectively, the “Services”). The following User Terms of Service are a legal contract between you (“you” and “your”) and PeerSquared regarding your use of the Services. Any person or entity who view, uses, or otherwise accesses the Services are referred to individually as “User” and collectively as “Users”.

PLEASE READ THE FOLLOWING USER TERMS OF SERVICE (“User Terms of Service”) CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING THE SITE OR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE PEERSQUARED PRIVACY POLICY (accessible at <https://peer-squared.info/legal.html#tos>), ANY ADDITIONAL GUIDELINES (AS DEFINED BELOW), AND ANY FUTURE MODIFICATIONS (COLLECTIVELY, THE “AGREEMENT”).

IF YOU ARE A PARENT OR LEGAL GUARDIAN AND YOU PROVIDE CONSENT FOR YOUR CHILD TO REGISTER WITH THE SITE, YOU AGREE TO BE BOUND BY THESE USER TERMS OF SERVICE IN RESPECT OF SUCH CHILD'S USE OF THE SITE AND SERVICES. IF YOU ARE SCHOOL PERSONNEL (AS DEFINED BELOW) AND YOU REGISTER A STUDENT USER (AS DEFINED BELOW), YOU AGREE, ON BEHALF OF YOUR INSTITUTION, THAT THE STUDENT USER IS BOUND BY THE TERMS, UNLESS YOUR INSTITUTION HAS A SEPARATE WRITTEN SERVICE AGREEMENT WITH PEERSQUARED THAT ACCEPTS THESE TERMS ON BEHALF OF STUDENT USERS.

### **User Prerequisites**

THE SITE AND SERVICES ARE NOT AVAILABLE TO ANY PERSONS UNDER THE AGE OF 13 WHOSE REGISTRATION HAS NOT BEEN APPROVED BY A PARENT OR LEGAL GUARDIAN (OR BY SCHOOL PERSONNEL AS PERMITTED UNDER THE AGREEMENT). If you are under the age of 13, you may not use the Services without your parent or legal guardian’s consent to be bound by these User Terms of Service on your behalf. In the event that you have obtained such consent, these User Terms of Service shall apply as if ‘you’ and ‘your’ refers to your parent or guardian where appropriate. If you are under 18, you may use the Services only with permission of a parent or guardian.

By using the Services or registering an account for the Services, you represent that (i) you are a US resident of at least 13 years of age, or (ii) your use of the Services has been approved by your parent or legal guardian, or by School Personnel. You also represent that your registration and your use of the Services is in compliance with any and all applicable laws.

These User Terms of Service contain general terms that apply to you as a User, along with additional terms that may apply to you as a Student, a User or Student under the age of 13 (“Child User”), a teacher, school leader, aide, or other similar personnel (“School Personnel”), a User seeking to provide tutoring services (“Peer Tutor”), or a parent/legal guardian (“Parent”). When using the Services, you will also be subject to the PeerSquared Privacy Policy and any posted guidelines, policies or rules applicable to specific features of the Services, which may be posted from time to time (collectively the “Guidelines”). If there is any inconsistency between the User Terms of Service and any of the Guidelines, the additional Guidelines will prevail to the extent of the inconsistency.

You understand and agree that PeerSquared acts only as an interface to facilitate communications between Users and Peer Tutors and to collect payment from Users on behalf of Peer Tutors. THE SITE AND SERVICES COMPRISE AN ONLINE PLATFORM WHICH FACILITATES THE CONNECTION BETWEEN USERS AND PEER TUTORS FEATURED ON THE SITE AND VIA THE SERVICES. YOU

UNDERSTAND AND AGREE THAT PEERSQUARED IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN USERS AND PEER TUTORS. PEER TUTORS ARE INDEPENDENT CONTRACTORS ENGAGED BY USERS AND ARE NOT EMPLOYEES OR AGENTS OF PEERSQUARED. PEERSQUARED HAS NO CONTROL OVER THE CONDUCT OF USERS, PEER TUTORS AND OTHER USERS OF THE SITE AND SERVICES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES, SEARCHING FOR A PEER TUTOR VIA THE SITE OR SERVICES, OR BY POSTING ANY CONTENT ON THE SITE OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE USER TERMS OF SERVICE, WHETHER OR NOT YOU HAVE REGISTERED VIA THE SITE. IF YOU DO NOT AGREE TO THESE USER TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE OR SERVICES. If you accept or agree to these User Terms of Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these User Terms of Service and, in such event, "you" and "your" will refer and apply to that company or other legal entity. IF YOU ARE UNDER THE AGE OF 18, YOU REPRESENT AND COVENANT THAT YOUR PARENT OR LEGAL GUARDIAN HAS REVIEWED AND AGREED TO THE AGREEMENT ON YOUR BEHALF. IF YOU DO NOT HAVE YOUR PARENT OR GUARDIAN TO READ AND AGREE TO THE AGREEMENT, YOU DO NOT HAVE PERMISSION TO USE THE SERVICES.

#### **The Site and Services**

As stated above, PeerSquared makes available a Platform with related technology for Users to connect with Peer Tutors as requested by Users. PeerSquared is not a provider of services. PeerSquared's role is solely to facilitate the availability of the Site and Services. Similarly, PeerSquared is not a contracting agent or representative of any Peer Tutor or User. Peer Tutors are not employees, agents or contractors of PeerSquared. Instead, PeerSquared's role is solely to facilitate the availability of the Site and Services for Users and Peer Tutors.

As independent contractors engaged by Users, Peer Tutors decide, are responsible for, and generally control the methods, materials, scheduling, frequency, duration, and all other aspect of the tutoring they provide. Users are responsible for selecting the right Peer Tutor for their needs. In choosing a Peer Tutor, Users should review and investigate each Peer Tutor's self-reported credentials, education, and experience. IF THE USER IS YOUNGER THAN 18 YEARS OLD, ALL TUTORING SESSIONS SHOULD BE MONITORED BY A RESPONSIBLE ADULT.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE AND SERVICES ARE INTENDED TO BE USED TO FACILITATE THE CONNECTION OF USERS AND PEER TUTORS FOR THE PROVISION OF SERVICES. PEERSQUARED CANNOT AND DOES NOT CONTROL THE ACTIONS OF ANY PEER TUTORS, USERS OR OTHER USERS OF THE SITE AND SERVICES. PEERSQUARED IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL ACTIONS OF PEER TUTORS, USERS, THIRD PARTIES AND OTHER USERS OF THE SITE AND SERVICES. ACCORDINGLY, ANY MEETINGS (VIRTUAL OR OTHERWISE) BETWEEN USERS, PEER TUTORS OR ANY OTHER THIRD PARTIES AND ANY PURCHASES OF SERVICES ARE DONE AT THE USER'S SOLE RISK.

#### **Changes to the Services**

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop Services altogether, including, for example, if you do not comply with this Agreement or if we are investigating suspected misconduct. You can stop using our Services at any time. We may also add or create new limits to our Services or restrict your access to all or a part of the Services at any time without any notice or liability. We believe that you own your data and preserving your access to such data

is important. If we discontinue Services, where reasonably possible, we will provide you with advance notice and a chance to obtain your data and related information from those Services prior to their discontinuation.

### **Integrity of Use**

The Services are provided for the purpose of facilitating learning, not cheating. You shall not use the Site to inquire about, engage in or aid or assist anyone with any form of academic dishonesty (for example, completing assignments or projects, writing papers or essays, taking (or help take) quizzes or examinations on someone's behalf, or completing work in violation of academic policies or other conduct policies of a school, university, academic institution or workplace.

### **PeerSquared Technology**

The Services and the PeerSquared Technology are intended solely for the personal, non-commercial use of our Users and may only be used in accordance with this Agreement. "PeerSquared Technology" means all past, present and future content of the Services, including without limitation, all software, hardware and technology used to provide the Services, user interfaces, materials displayed or performed on the Services, such as text, graphics, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Services, and all other intellectual property, including all PeerSquared Marks. "PeerSquared Marks" means the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of PeerSquared, whether registered or at common law. These User Terms of Service do not grant you the right to use any PeerSquared Marks. PeerSquared Technology is protected by copyright laws and other intellectual property laws. Using our Services does not provide you with any ownership of any intellectual property rights in our Services or the PeerSquared Technology. You agree that, as between you and PeerSquared, all of the intellectual property rights in the PeerSquared Services and PeerSquared Technology, which does not include User Content, are owned by PeerSquared or its licensors. Accordingly, you will not, nor will you allow any third party to: (1) run, license, rent, lease, loan, distribute, or sell access to the PeerSquared Services or the PeerSquared Technology; (2) build or support, or assist a third-party in building or supporting products or services in competition with PeerSquared, or access the PeerSquared Services to build a product using similar ideas, features, functions, interface or graphics of the PeerSquared Services; (3) use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the PeerSquared Technology for any purposes other than as expressly permitted under this Agreement; (4) decompile, reverse engineer, disassemble, or otherwise attempt to obtain the source code of any PeerSquared Technology; (5) circumvent, disable or otherwise interfere with security related features or features that prevent or restrict use or copying of any User Content or PeerSquared Technology or enforce limitations on use of the PeerSquared Services or the User Content and PeerSquared Technology; or remove, obscure, or alter any copyright, logo, trademark, or other legal notices displayed in or along with our Services or any PeerSquared Premium Features or other custom products or merchandise, or otherwise use any of the PeerSquared Technology in a manner that creates the impression that the PeerSquared Technology belongs to you.

### **User Content and License Grant**

#### *User Content and Ownership*

PeerSquared may permit (a) the posting and publishing by you and other Users of information to the User account ("Account") including, but not limited to, assignments, drawings, documents, personally identifiable information of Users ("User Data"), notes, questions, comments, ratings, reviews, images, videos and other audio-visual materials and communications (collectively, "User Postings") and (b) Activities, which may be used by PeerSquared in connection with the Services and which may be visible to certain other Users (collectively, "User Content"). Additionally, some User Content may be deemed an Education Record. Please visit our Privacy Policy for additional information on the types of information different types of Users are able to provide. You understand that whether or not such User Content is published, PeerSquared does not guarantee any confidentiality with respect to any submissions. Consistent with Applicable Law, as between PeerSquared and you, you retain all ownership rights you have in any User Content you post or publish to the Services, and PeerSquared does not claim any ownership rights in or to such User Content. You acknowledge

that are solely responsible for your User Content and the consequences of posting, creating, or publishing such User Content.

#### *Licenses Granted to PeerSquared*

By posting, submitting or distributing User Content on or through the Services, you hereby grant to PeerSquared a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free right and license to: (1) host, transfer, display, perform, reproduce, distribute, prepare derivative works of, use, make, have made, import, and otherwise exploit your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed, to the extent consistent with applicable law and PeerSquared Privacy Policy); (2) use and disclose metrics and analytics regarding the User Content in an aggregate or other non-personally identifiable manner (including, for use in improving our Services or in marketing and business development purposes); (3) use, modify, prepare derivative works, publish, distribute and sublicense feedback without any compensation to you; (4) use any User Content (including any Student Data or Education Record) that has been de-identified for any product development, research or other lawful purpose; and (5) use for other purposes permitted by the User Terms of Service or PeerSquared Privacy Policy.

#### *License Termination*

The above-described licenses will terminate when you delete: (1) any User Content with intellectual property rights (like photos or videos) (“IP Content”), (2) personally identifiable information (such as that in Student Data or an Education Record), or (3) your account. Such termination may not apply if your User Content has been shared with others, and they have not deleted it. Note, however, that any User Content that may be in an Education Record or Student Data may be kept after you delete your account for school legal compliance reasons or other legal compliance reasons.

#### *Your Responsibilities and PeerSquared Rights*

You agree that you are responsible for making sure that you have all rights in the User Content, including the rights necessary for you to grant us the foregoing licenses to the User Content. You are responsible for ensuring any and all of your User Content complies with these User Terms of Service.

All information posted or transmitted through the Services is the responsibility of the person that posted it, and PeerSquared will not be liable for any errors or omissions in any content. PeerSquared cannot guarantee the identity of any other Users with whom you may interact in the course of using the Services, or the authenticity of any data which users may provide about themselves. You acknowledge that all content accessed by you while using the Services is entirely at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. You acknowledge that PeerSquared and its designees reserve the right, but shall have no obligation, to pre-screen, filter, edit, remove, refuse to accept, post, display, or transmit any User Content through or on the Services, in whole or in part, at any time for any reason or no reason with or without notice and without liability of any kind. Additionally, we do not guarantee that we will publish any of your User Content, and reserve the right to remove User Content from the Services at any time for any reason, such as if we receive a notice reports a User Content infringes a third party’s intellectual property rights.

#### *Analyzing User Submissions*

Our automated systems analyze your User Content (including emails) for use as data analytics. This data will be shared with parents, teachers, and School Personnel.

#### **Confidentiality**

The Services may contain information which is confidential to PeerSquared including, without limitation, all information designated as confidential or recognizable as trade or business secrets or for other reasons recognizable or made available to you as confidential. Unless stated otherwise in these User Terms of Service you will: (a) keep such information confidential for an unlimited period of time and not disclose such information without PeerSquared’s prior written consent and (b) neither record or otherwise utilize such information unless required for the purposes of these User Terms of Service.

This provision shall not apply in the event that you are required to disclose information which is confidential to PeerSquared according to applicable law. In this case and to the extent permissible by applicable law, you will notify PeerSquared immediately of any disclosure of any information which is confidential to PeerSquared.

### **Payment**

The term “Session” mean any tutoring or educational services a User may receive from a Peer Tutor related to a User's PeerSquared account or the Services. “Paid Sessions” means Sessions with Peer Tutors that have specified a rate greater than \$0.00 at the time the Session was booked. “Free Sessions” means Sessions with Peer Tutors that have not specified a rate or have specified a rate of \$0.00 at the time the Session was booked.

There is a flat rate of \$10.00 for each half hour (30 minute) Paid Session of tutoring.

You agree to pay the Peer Tutor for any Paid Sessions used or booked by you or any other User of your Account and you hereby authorize the collection of such amounts by charging your chosen payment method, either directly by PeerSquared or indirectly, via a third party online payment processor. PeerSquared is not responsible if your Account is accessed or used by a third party without your permission. You agree to pay the applicable fees and any taxes and other fees that may accrue in relation to use of the Site and Services via your Account, if any. All fees for Sessions are non-refundable, except as expressly provided in these User Terms of Service and you agree all sales are final. If you pay by credit or debit card we may obtain a pre-approval from the issuer of the card for the amount of the purchase. The selection of and pricing related to Sessions offered via the Site and Services may change at any time, in PeerSquared’s sole discretion.

You understand that after a Session is booked with a Peer Tutor, the Peer Tutor may cancel or re-schedule the Session at any time without penalty. PeerSquared is not liable for any damages incurred as a result of a cancelled or re-scheduled Session.

Users must comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with your use of the Service. The reporting and payment of any such applicable taxes are your responsibility.

### **Privacy and Security**

Please see the PeerSquared Privacy Policy at <https://peer-squared.info/legal.html#pp> for information and notices concerning PeerSquared’s collection and use of your personal information.

### **The Children’s Online Privacy Protection Act (“COPPA”)**

COPPA requires that PeerSquared obtain parental permission before knowingly collecting Sensitive Information from children under the age of 13 years old. PeerSquared does not knowingly collect or ask for any sensitive information from children under 13 except directly from a child’s parent or guardian or through the child’s use of the Services as a student in a school using the Services. Please see the Privacy Policy for the reasons PeerSquared may collect this information and restrictions on PeerSquared’s use of such information. If we learn that we have collected sensitive information from a person under 13 that does not comply with COPPA, we will delete that information. If you have questions regarding our data collection or believe that a child under the age of 13 has given sensitive information to us without complying with COPPA, please contact us at [support@peer-squared.com](mailto:support@peer-squared.com).

### **Additional Terms by User Type**

a) **Students:** if you are a Student accessing the Services, the following terms apply to you:

(i) *Invitation and Account Creation:* Only students who have been invited, or otherwise given lawful access to the Services, may use the Services. You may not access or use the Services unless you are invited or given lawful access to the Services by: (1) a teacher, school, or district who is authorized to give you access to the Services (including creating your student account on your behalf to allow you to login through a unique code,

or Google Login (as defined below) or giving you a unique code to allow you to set up your own account); or (2) your parent who must create your student account on the Services.

(ii) *Information Provided to PeerSquared*: We request minimal personal information to be provided from students to use the Services. If you are under eighteen (18) years of age, and you would like a student account to access our Services, you will need to either: (1) have the student account created at school by your teacher (only after the teacher represents to PeerSquared that they have obtained any necessary parental consent or acted as the agent of the parent and consented on their behalf) which allows you to then login to your student account using a unique code, or Google Login; (2) receive a unique code from your teacher to create your own account with a username (and/or email address) and password; or (3) have your parent create your student account after we have obtained parental consent from them. If you are a student, please do not provide any personal information about yourself to us, other than what we request from you when you use the Services or as directed by your parent, teacher, school, or district.

(iii) *Consent*: By using a student account on the Services, you promise and covenant that, if requested during your use of the Services, you provided your real age and (1) that your use of the Services has been approved by your parent or legal guardian and that your parent or legal guardian agrees to the User Terms of Service and Privacy Policy, or set up your student account and that any response sent to PeerSquared in response to PeerSquared seeking your parent's consent comes from your parent or legal guardian; or (2) your teacher, school, or district has set up your student account or is otherwise allowing you to use the Services.

**b) Children under the Age of 13**: If you are a User or Student under the age of 13 accessing the Services ("Child User"), the following terms apply to you:

(i) *Account Creation and Consent*. You may not create or register an account for the Services without consent and approval from your legal parent or guardian, or from your school as provided below under Section (iii). Except for accounts created by School Personnel, a Child User that begins the registration process for himself or herself without a parent or legal guardian may have the registration process restricted until a parent approves or assumes responsibility for the Child User account. A Child User will only be permitted to use the Services for so long as PeerSquared reasonably believes that such access has been consented to by the Child User's parent or guardian.

(ii) *Information Provided to PeerSquared*. PeerSquared does not knowingly collect or ask for any sensitive information from children under 13 except directly from a child's parent or guardian or through the child's use of the Services as a Student in a school using the Services.

(iii) *Students Under the Age of 13*. If you are a Student under thirteen years of age, and you would like a student account to access our Services, you will need to either: (1) have the student account created at school by your teacher (only after the teacher represents to PeerSquared that they have obtained any necessary parental consent or acted as the agent of the parent and consented on their behalf) which allows you to then login to your student account using a unique code, or Google Login; (2) receive a unique code from your teacher to create your own account with a username (and/or email address) and password; or (3) have your parent create your student account after we have obtained verifiable parental consent from them. If you are a student, please do not provide any personal information about yourself to us, other than what we request from you when you use the Services or as directed by your parent, teacher, school, or district.

**c) School Personnel**: If you are School Personnel accessing the Services on behalf of a school, school district, or other similar educational institution (the "Institution"), the following terms apply to you:

(i) *Limitations on Use*. You must use the Services in compliance with all applicable laws, rules, and regulations. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purpose, any portion of the Services, the Site, or access to the Services or Site.

*(ii) Responsibility for Consent and Notices.* You assume sole responsibility for obtaining any consents required from parents or legal guardians, and for providing appropriate disclosures to Users and their parents regarding the use of the Services, our User Terms of Service, and our Privacy Policy. You agree to be bound by these User Terms of Service on behalf of the Student, for so long as the student account is not transferred to or assumed by a valid parent-created account or personal account for a Student of eligible age. You agree that you are acting on behalf of or have received all necessary permission from your Institution to enter into this Agreement and to register and use the Services as part of your curriculum. Only School Personnel who are current employees of the Institution may use the Services on the school's behalf. The School Personnel is responsible for obtaining any necessary approvals from their Institution's authorities and administrators before using the Services. Upon termination of a School Personnel, such School Personnel must permanently cease using all login details and student access he or she has in his or her possession. IF YOU ARE SCHOOL PERSONNEL AND YOU REGISTER AN ACCOUNT FOR A CHILD USER OR OTHER STUDENT, YOU REPRESENT AND WARRANT THAT YOU HAVE EITHER RECEIVED EXPRESS CONSENT FROM SUCH USER'S PARENT OR LEGAL GUARDIAN OR THAT YOU (OR YOUR INSTITUTION) HAVE COMPLIED AND WILL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF AN EXEMPTION FROM OR EXCEPTION TO PARENTAL CONSENT REQUIREMENTS, NECESSARY FOR YOU TO REGISTER THE USER FOR THE SERVICES AND PROVIDE TO PEERSQUARED THE INFORMATION YOU DISCLOSE IN CONNECTION WITH THE REGISTRATION OF SUCH USER.

Specifically you agree, individually and on behalf of the Institution, that: (1) You are familiar with and agree to be responsible for compliance with the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"), and all other laws, rules or regulations concerning the collection, use, and disclosure of personally identifiable information about Users in your Institution (collectively, "Applicable Privacy Law"); (2) You assume sole responsibility (and hereby agree that PeerSquared is not responsible for) for providing appropriate notices and disclosures to Students and their parents regarding Student use of the Services, our User Terms of Service, and our Privacy Policy, including any notices required by the Children's Online Privacy Protection Act ("COPPA"), FERPA, or other Applicable Privacy Law; (3) You assume sole responsibility (and hereby agree that PeerSquared is not responsible) for obtaining any consents required from parents or guardians, to the extent required under COPPA, FERPA or other Applicable Privacy Law, in connection with the Services, the Sites, and disclosure of personally identifiable information to PeerSquared in connection therewith. You represent and warrant to PeerSquared that, prior to creation of student accounts, you have either obtained all necessary parent or guardian consents, or have complied and will comply with all applicable requirements of an exemption from or exception to parental consent requirements, including: under FERPA, you have complied and will comply with the "school official" exception, or the "directory information" exception thereunder; and under COPPA, with respect to Students under the age of 13, you are acting as the agent of the parent and consenting on their behalf to the sharing of the Student's personal information.

*(iii) Notification:* If a parent or legal guardian does not consent or rescinds such consent, School Personnel or the Institution shall immediately notify PeerSquared to discontinue that Student's access to the Services and ensure that such Student's information is no longer accessible through the Services. Under no circumstances will PeerSquared be liable for the School Personnel's failure to consult their school's authorities and administrators or for failing to obtain consent when required.

*(iv) Google Login.* If you choose to allow your students to access the Services using their Google Accounts ("Google Login(s)"), you are responsible for educating your students on the proper use of their Google Login, including to help educate your students on better protecting their Google Login by turning on two-factor authentication.

d) **Parents:** if you are a parent or legal guardian of a Student and you also: (i) want to create an account for your child to use the Services; (ii) allow your child to create their own account ("Student Created Account");

or (iii) allow your child's School Personnel to create an account on your child's behalf, then the following terms apply to you:

(i) *Your Consent.* Your consent is required in order for: (1) you to create the Student Account; (2) your child to create a Student Created Account; or (3) your child's School Personnel to create a student account on behalf of your child, enabling them to login using a unique code or Google Login. This consent may be obtained either by: (a) PeerSquared if you or your child is setting up the Student Created Account and you receive an email from PeerSquared containing our User Terms of Service and Privacy Policy; or (b) a student's School Personnel if they are setting up your child's Student Account, enabling them to login using a unique code or Google Login, or otherwise allowing them to access and use the Services in school. If your consent is not obtained for the Student Account, your child is not permitted to use the Services. IF YOU REGISTER, APPROVE OR CONSENT TO THE REGISTRATION OF, OR OTHERWISE ASSUME RESPONSIBILITY FOR ANY STUDENT OR CHILD USER, YOU REPRESENT AND WARRANT THAT YOU ARE SUCH USER'S LEGAL PARENT OR GUARDIAN AND YOU AGREE TO BE BOUND BY THE TERMS ON BEHALF OF SUCH USER, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE SITE BY THE USER. You acknowledge that PeerSquared may choose, but is not obligated, to make any inquiries, either directly or through third parties, that PeerSquared deems necessary to validate your registration information, including without limitation engaging third parties to provide verification services. PeerSquared reserves all rights to take legal actions against anyone who misrepresents personal information or is otherwise untruthful about their identity. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT PEERSQUARED CANNOT GUARANTEE THE ACCURACY OF ANY INFORMATION SUBMITTED BY ANY USER AND PEERSQUARED IS NOT OBLIGATED TO VERIFY THE IDENTITY OF ANY USER, INCLUDING ANY USER'S CLAIM TO BE A PARENT, OR TO VERIFY THAT A PARENT IDENTIFIED BY A STUDENT, CHILD USER, OR OTHER PARTY DURING REGISTRATION IS SUCH USER'S ACTUAL PARENT OR GUARDIAN.

d) **Peer Tutors:** If at any time you register to become a provider of tutoring services ("Peer Tutor"), the following terms apply to you:

(i) *Separate Agreement.* You will be required to enter into a separate agreement with PeerSquared ("Independent Tutor Agreement") as a condition of becoming and remaining a Peer Tutor through use of the Site or Services. The Independent Tutor Agreement may be updated in PeerSquared's sole discretion from time-to-time and sent to Peer Tutors for consent thereto as a condition for further participation on as a Peer Tutor.

(ii) *Creating Accounts for Other Users.* You may use the Site and Services only for purposes of providing tutoring or other education-related assistance to a User that has an account established and existing pursuant to these User Terms of Service. PEER TUTORS ARE NOT PERMITTED TO CREATE OR REGISTER ACCOUNTS FOR ANY OTHER USER. In order to begin a tutoring relationship, the Student or other User you wish to coach must either have a pre-existing account on the Services, or must establish an account pursuant to these User Terms of Service. YOU UNDERSTAND THAT REGISTRATION OF AN ACCOUNT BY OR FOR A CHILD USER REQUIRES CONSENT FROM SUCH USER'S PARENT OR LEGAL GUARDIAN. PEER TUTORS MAY NOT PROVIDE THIS CONSENT DIRECTLY OR ON BEHALF OF THE PARENT OR GUARDIAN. You must use the Services and the Site in compliance with all applicable laws, rules, and regulations.

#### **FERPA**

PeerSquared understands that it is important that any partner schools (as applicable) comply with the Family Education Rights and Privacy Act ("FERPA") and related regulations, and we expect them to comply with FERPA and all other applicable laws.

#### **Social Media and Third-Party Authentication Services**



PeerSquared may incorporate certain functions that allow you to interact with the Services through your accounts on certain supported third-party social networks or network storage sites, such as with “Like” and “Share” buttons, features allowing you to register on PeerSquared through social networks or otherwise grant access to a third-party social networking services, such as through Facebook, or other similar features (collectively “Linked Accounts”). If you choose to use such features, you grant PeerSquared permission to access and use your Linked Account for the purpose of processing your requests.

### **Third-party Applications and Integrations**

If you use any third-party applications, including, but not limited to, third-party applications that are integrated directly with our Services through application programming interfaces (“APIs”) for your convenience (“Third-Party Applications”), you are solely responsible for your interactions with such Third-Party Applications. Additionally, if you elect to use any Third-Party Applications, you are solely responsible for the selection of and any transfer or downloading of any User Content, or any other data or content stored on the PeerSquared Services, to such Third-Party Applications, including through any PeerSquared API’s. PeerSquared shall not be responsible for any disclosure, modification or deletion of your data, or the use of your data by such Third-Party Applications, including, without limitation, any User Content, resulting from any such access by Third-Party Applications.

You acknowledge and agree that in connection with certain Third-Party Applications, you may be required to create accounts on other websites in your name (“User Third-Party Accounts”) for such services to function. Such User Third-Party Accounts are required by the Third-Party Applications to be set up directly between you and the Third-Party Application. Use of the User Third-Party Accounts will be governed by the terms of use, agreements, policies, rules, guidelines and privacy policies of such websites (“Third-Party Application Terms”). You agree and acknowledge that you are solely responsible for compliance with such Third-Party Application Terms. If required to provide the Services, you hereby authorize and grant PeerSquared a right to use any names, passwords, API keys or other keys (“Third-Party Application Account Keys”) solely as necessary to provide the Services to User. If you use any Third-Party Applications, including without limitation, to create and link or integrate any videos or other content (“Third-Party Application Created Content”) to your account on PeerSquared, it is your responsibility to obtain any and all necessary rights you need, including, without limitation, for any additional photos / videos / music as necessary to grant us the license set forth in “Your Information and Content” Section. You are also solely responsible for all Third-Party Application Created Content, and for ensuring that such Third-Party Application Created Content meets all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in “Your Information and Content” Section and the Community Guidelines. You further acknowledge that any Third-Party Application Created Content is subject to any other disclaimers and rights of PeerSquared with respect to such content contained in this Agreement, including, but not limited to the “Your Information and Content” Section. You represent and warrant, in connection with any use of Third-Party Applications, that you: (i) shall comply at all times with all applicable Third-Party Application Terms, including regarding the indirect or direct transfer of any User Content or other data to any third parties; (ii) shall comply with any and all process and guidelines set forth (or that may be set forth) by PeerSquared regarding Third-Party Applications; and (iii) will comply with the Community Guidelines for all content you link to or integrate with the Services through the use of any Third-Party Applications.

### **Premium Features**

PeerSquared may develop and offer Users the ability to purchase Premium Features through the Services. Any use of the Premium Features and any payment(s) made in connection with the Premium Features will be subject to this Agreement.

### **Your Representations and Warranties**

You warrant, represent and agree that you will not provide any User Content or otherwise use the Services in a manner that: (i) infringes, violates or misappropriates another’s intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates this Agreement, or any international, federal, state or local law, statute,

ordinance or regulation or which would render PeerSquared in violation of any applicable laws or regulations, including without limitation, COPPA, state student privacy laws, and FERPA (the “Laws”); (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account or the Services in any way, such as allowing someone else access to your account or password or submitting User Content that contains viruses. Additionally, you represent, warrant and agree that you (i) possess all rights necessary to provide your User Content and grant PeerSquared the rights in this Agreement (ii) you will comply with the Laws in connection with your use of the Services; and (iii) you are solely responsible for providing notices and obtaining consents required by applicable Laws for students to use the Services or to provide User Content.

### **Acceptable Use and Conduct**

We do our best to keep PeerSquared safe, but we cannot guarantee it. We need your help to keep PeerSquared safe, which includes the following commitments by you when using our Services: (1) you will only use the Services as permitted by law, including applicable export or re-export control laws and regulations; (2) you will only upload User Content related to educational purposes, for the class in which you are receiving or providing tutoring services; (3) you will not post unauthorized commercial communications (such as spam, promotional emails, or advertisements) on or through the Services; (4) you will not collect Users’ content or information, or otherwise access the Services, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission; (5) you will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Services; (6) you will not upload viruses or other malicious code, files or programs; (7) you will not collect, solicit or otherwise obtain login information or access an account belonging to someone else; (8) you will not use the Services to violate a person’s right to privacy or publicity or otherwise collect, use or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of any law; (9) you will not bully, intimidate, or harass any User or use the Services in any manner that is threatening, abusive, violent, or harmful to any person or entity, or invasive of another’s privacy; (10) you will not post or approve any User Content or use the Services in a manner that infringes, violates or misappropriates any third-party’s intellectual property rights or other proprietary rights, privacy rights or contractual rights; (11) you will not use the Services in any way to upload, post, transmit, email or otherwise distribute content that: is hate speech, discriminating, defamatory, threatening, pornographic or obscene; incites violence; contains nudity or graphic or gratuitous violence; or is otherwise objectionable as reasonably determined by PeerSquared; (12) you will not use the Services to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory; (13) you will not do anything that could disable, overburden, or impair the proper working or appearance of the Services or prevent other Users from using the Services, such as a denial of Services attack or interference with page rendering or other Services functionality; (14) you will not access (or attempt to gain unauthorized access) to the Services or to PeerSquared’s computer systems by any means other than as permitted in this Agreement or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Services; (15) you will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Services; (16) you will not employ misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin on any content transmitted to or through the Services; (17) you will not use the Services in any commercially unreasonable manner or in any manner that would disparage PeerSquared; (18) you will not impersonate a PeerSquared employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity; (19) you will not use the Services in any manner that is harmful to minors. Without limiting the foregoing, you will not transmit or post any content anywhere on the Services, including any User Content, that violate child pornography laws or that otherwise violates any child sexual exploitation laws. PeerSquared absolutely does not tolerate this and will report any suspected instances of child pornography, including reporting any of your user registration information, to law enforcement, including the National Center for Missing and Exploited Children; (20) you will not copy, modify, or distribute any text, graphics, or other material or content available through the Services without our prior written permission, or if such content is a User Content, the prior written consent of such User; and (21) you will not facilitate or encourage any violations of this Agreement or our policies, including, without limitation, to facilitate the unlawful distribution of copyrighted content. For certainty, any violation of the above may be grounds for termination of your right to access or use the Services.

### **Experimental Features**

We may provide experimental features for you to try. These experimental features are not guaranteed to work the first time or any time. These features may abruptly and unexpectedly cease functioning, or disappear altogether. Other features of PeerSquared are not regularly tested for compatibility with experimental features. To enable an experimental feature, turn the switch on within a teacher account's Settings. Experimental features will be added and old ones removed, possibly (probably) without notice.

**DISCLAIMER OF WARRANTIES.** THE SERVICES (AND ANY ASSOCIATED PRODUCTS, PREMIUM FEATURES, CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, USER CONTENT, PEERSQUARED TECHNOLOGY OR SOFTWARE AND ANY OTHER CONTENT ("COLLECTIVELY THE "PEERSQUARED OFFERINGS")) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PEERSQUARED (AND ANY OF ITS PARENTS, SUCCESSORS, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SERVICE PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, SUPPLIERS, LICENSORS, PARTNERS AND AGENTS ("PEERSQUARED PARTIES")) EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PEERSQUARED OFFERINGS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

IN PARTICULAR, PEERSQUARED AND THE PEERSQUARED PARTIES MAKES NO REPRESENTATION OR WARRANTY THAT THE PEERSQUARED OFFERINGS (1) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR BE TO YOUR LIKING, (2) WILL BE TIMELY, SECURE, ACCURATE, FREE FROM ERRORS OR LOSS, OR UNINTERRUPTED, OR THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR (3) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME FEATURES ARE EXPERIMENTAL AND HAVE NOT BEEN TESTED IN ANY MANNER.

ANY MATERIAL DOWNLOADED FROM THE WEBSITE OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE USER'S OWN DISCRETION AND RISK, AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ACCESSING OR DOWNLOADING ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER FROM PEERSQUARED SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS OF USE.

**LIMITATION OF LIABILITY.** UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL PEERSQUARED OR THE PEERSQUARED PARTIES, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COST OF COVER, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF PEERSQUARED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO (i) THIS AGREEMENT; (ii) YOUR USE OR THE INABILITY TO USE THE PEERSQUARED OFFERINGS; OR (iii) ANY INTERACTION WITH ANY THIRD-PARTY THROUGH OR IN CONNECTION WITH THE PEERSQUARED OFFERINGS, INCLUDING OTHER USERS.

IN NO EVENT WILL PEERSQUARED OR THE PEERSQUARED PARTIES BE LIABLE TO YOU IN THE AGGREGATE (FOR ALL POTENTIAL CLAIMS BY YOU) FOR ANY DAMAGES INCURRED IN EXCESS OF THE GREATER OF ANY FEES YOU HAVE ACTUALLY PAID TO PEERSQUARED FOR

USE OF THE PEERSQUARED OFFERINGS IN THE 12 MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM, OR ONE HUNDRED DOLLARS (\$100).

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IN SUCH CASES, PEERSQUARED'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

### **User Registration and Security**

In order to access certain features of the Site and Services, you must register to create an account ("Account") and select a password and username or provide additional contact information ("PeerSquared User ID"). Additionally, if you are under the age of 18 years old, you must obtain consent from your parent or legal guardian in order to create an Account. Alternatively, (1) an Institution or School Personnel or (2) a parent or legal guardian, may create accounts and logins for students or their child ("Student Login(s)").

When you register or create a Student Login, you must provide PeerSquared with accurate, complete, and updated PeerSquared User ID and Student Login information. You may not select or use as a PeerSquared User ID or Student Login, a name of another person with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself without permission. PeerSquared reserves the right to refuse registration or to cancel a PeerSquared ID or Student Login in its discretion.

You shall be responsible for maintaining the confidentiality of your login credentials, PeerSquared User ID, Student Login, password or unique code ("Account Credentials") and will not share with anyone or let anyone else access your Account Credentials or account. You may not transfer your Account Credentials or account to anyone without express prior written consent of PeerSquared. PeerSquared will not be liable for any direct or indirect loss that you may incur as a result of someone else using your Account Credentials, either with or without your knowledge or for a failure to comply with this Section. However, you may be held liable for losses incurred by PeerSquared or another party due to someone else using your Account Credentials.

You expressly agree to (a) immediately notify PeerSquared of any unauthorized use of your account or any other breach of security of your Account Credentials, account or a child's personal information, and (b) ensure that you properly logout from your account at the end of each session. You represent, warrant and covenant that (1) all Account Credential information you submit is truthful and accurate, and (2) if you are setting up a Student Login that you have obtained any and all necessary rights, permissions, or consents to access, setup, monitor, use or disclose any data from such accounts of other Users.

If at any time you register to become a Peer Tutor, you will be required to enter into a separate agreement with PeerSquared ("Independent Tutor Agreement") as a condition of becoming and remaining a Peer Tutor. The Independent Tutor Agreement may be updated in PeerSquared's sole discretion from time-to-time and sent to Peer Tutors for consent thereto as a condition for further participation on the Platform as a Peer Tutor.

### **Indemnity**

You agree, to the extent permissible by your state's laws, to indemnify, hold harmless and defend PeerSquared and the PeerSquared Parties from and against all damages, losses, demands, liabilities, judgments, settlements, costs and expenses of any kind (including reasonable attorneys' fees) from any claim or demand made by any third-party relating to or arising out of (i) your access to, use, or misuse of the Services or Premium Features, (ii) your breach of alleged breach of this Agreement, (iii) your failure to comply with applicable Laws (including any failure to obtain or provide any necessary consent), (iv) the infringement by you or any third-party using your account of any intellectual property, privacy, or other right of any person or entity, including in connection with your User Content, or (v) your breach or alleged breach of any interaction, agreement, or

policy between you and any other Users. PeerSquared reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of PeerSquared. PeerSquared will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

### **Copyright Protection**

It is PeerSquared's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). For more information, please go to PeerSquared's DMCA Notification Guidelines. PeerSquared may remove any allegedly infringing content without any liability to you.

PeerSquared will promptly terminate without notice any User's access to the Services where the User is a "repeat infringer" of copyrights. PeerSquared, however, reserves the right to identify and terminate Users under any circumstances it deems appropriate, including after only a single instance of allegedly infringing behavior by that User.

### **Third Party Content and Websites**

Content from other Users and third parties, including, information about third-party products and services, is made available to you through the Services ("Third-Party Content"). Additionally, the Services may contain links to third-party websites that are not owned or controlled by PeerSquared, and includes features that allow you to interact and communicate with third parties ("Third-Party Websites"). The inclusion of Third-Party Content and links to Third-Party Websites on the Services does not imply our affiliation or endorsement of such Third-Party Content or Third-Party Websites. Because we do not control Third-Party Content or Third-Party Websites, you agree that we are not responsible for any such Third-Party Content or Third-Party Websites, including the accuracy, integrity, quality, legality, usefulness, safety or intellectual property rights of or relating to such Third-Party Content or Third-Party Websites (including privacy policies or opinions expressed on the Third-Party Websites), it is the sole responsibility of the person from which such Third-Party Content or Third Party Websites originated, and PeerSquared has no obligation to monitor such Third-Party Content or Third Party Websites. When you access Third-Party Websites or interact or communicate with third parties through the Services, you do so at your own risk and are solely responsible for determining whether or not such Third Party Content and Third-Party Websites are appropriate or acceptable to you. Your interactions with Third-Party Content and Third-Party Websites, organizations and/or individuals found on or through the Services are solely between you and such organizations and/or individuals and are subject to their respective terms and conditions and privacy policies. You understand that by using the Services you may be exposed to Third-Party Content or Third-Party Websites that are offensive, indecent or objectionable, and that you use the Services at your own risk.

### **No Endorsement**

PeerSquared acts as a technology service that facilitates provision of tutoring sessions between Users and Peer Tutors and does not make decisions related to the provision of tutoring sessions or contents thereof.

PeerSquared does not endorse any Peer Tutor and you are responsible for determining and confirming the identity and suitability of the Peer Tutors interacted with as a result of your use, or use by any third party, of the Site and Services. PeerSquared does not endorse any Peer Tutors. In addition, PeerSquared does not attempt to confirm, and does not confirm, any Peer Tutor's purported identity. We are not your agent or the agent of any Peer Tutor. We will not be responsible for any damage or harm resulting from your interactions, or those of anyone else, with Peer Tutors or Users.

By using the Site or Services, you, and any third party that may use the Site and Services under your Account, agree (i) any legal remedy or liability that you or such third party seek to obtain for actions or omissions of Peer Tutors, Users or other third parties will be limited to a claim against the particular Peer Tutor, User or the third parties who caused you, or such third party harm; and (ii) you will not to attempt to impose liability on, or seek any legal remedy from PeerSquared with respect to such actions or omissions. In addition, PeerSquared is not responsible for the use or exchange of any information or files between Users. Further, PeerSquared does

not control, nor is it responsible for, the truth, accuracy, completeness, safety, timeliness, quality, legality or applicability of anything said or written by Peer Tutors or Users.

Accordingly, Users are strictly prohibited from sharing any personal contact information on the Site or during Sessions with Peer Tutors and may only communicate with Peer Tutors through the Site's messaging functionality. Users are encouraged to report any Peer Tutors that have attempted to solicit the exchange of personal information through the Services by emailing us at <support@peer-squared.com>.

If you ever believe that another User or Peer Tutor has violated law or is defrauding, threatening or endangering anyone, PeerSquared urges you to immediately contact the police directly for help.

## **User Interactions and Release**

### *User Disputes*

PeerSquared is not responsible for the actions, content, information or data of other third parties, including other Users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Services. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person. We reserve the right, but have no obligation, to become involved in any way with these disputes.

### *Release*

If you have a dispute with one or more Users, you release us (and our officers, directors, agents, subsidiaries, successors, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor." And, if you are not a California resident, you waive any applicable state statutes of a similar effect.

## **Term and Termination**

### **Term**

This Agreement shall remain in full force and effect while you use the Services unless your account is terminated as provided in this Agreement ("Term").

### **Termination by PeerSquared**

PeerSquared, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate any account (or any part thereof) you may have with PeerSquared or your use of the Services and remove and discard all or any part of your account, User profile, and User Content, at any time. PeerSquared may also in its sole discretion and at any time discontinue providing access to the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services or any account you may have, or portion thereof, may be affected without prior notice, and you agree that PeerSquared will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies PeerSquared may have at law or in equity. As discussed herein, PeerSquared does not permit copyright, trademarks, or other intellectual property infringing activities on the Services, and will terminate access to the Services, and remove all User Content or other content submitted, by any Users who are found to be repeat infringers.

### **Termination by You**

Your only remedy with respect to any dissatisfaction with (i) the Services, (ii) any term of these User Terms of Service, (iii) any term of the Agreement, (iv) any policy or practice of PeerSquared in operating the Services, or (v) any content or information transmitted through the Services, is to terminate the Terms and your account. You may terminate your account at any time by contacting us at <support@peer-squared.com>.

### **Termination of School Personnel, Child, and Student Accounts**

Certain Users may terminate their account or a Child or Student User account that was created by them or at their direction, as provided in this section.

(a) *Termination by School Personnel.* School Personnel may terminate use of the Services with respect to Student Accounts created by such School Personnel at any time by contacting us at <support@peer-squared.com>, provided, however, that an Institution may require satisfaction of certain requirements before School Personnel can terminate accounts created for school use. Prior to termination of School Accounts at the direction of School Personnel, PeerSquared may invite Users, or parents or legal guardians of Students, to establish and maintain a personal account for purposes of retaining any content generated or provided and owned by Users under the Agreement (including such User's learning activity). Any such personal accounts will be established under PeerSquared's standard account opening process, including parent consent for Users under the age of 13.

(b) *Termination by Parents.* As a parent, if you created your child's account (or your child is not using the Services at school), you can terminate your child's account at any time by contacting us at <support@peer-squared.com>, although we will need to verify your identity (such as requiring that you send the request to us from the same email address you used to provide your consent to activate the student account originally). Parents of students whose accounts were created (or directed to be used by) your child's teacher in school will first need to contact your child's school to request termination.

### **Responsibility for Pre-Termination Activity**

Termination of these User Terms of Service as to any User account will not limit PeerSquared's rights and remedies regarding any breach of the Agreement occurring prior to such termination.

### **Dispute Resolution**

In the interest of resolving disputes, you and PeerSquared agree that any and all disputes arising in connection with these User Terms of Service shall be resolved by non-binding mediation, followed by litigation. As a condition precedent to instituting any litigation relating to or arising out of this Agreement (including any statutory claims or claims in tort, contract, or equity), you agree to submit your dispute to non-binding mediation. The allegedly non-defaulting party may issue a demand for mediation ("Demand for Mediation") to the allegedly defaulting party. Mediation shall be conducted in Phoenix, Arizona. Mediation shall take place within forty-five (45) calendar days of the Demand for Mediation, except as such deadline shall be mutually extended in writing by the Parties (you and PeerSquared). The mediator shall be chosen mutually by the Parties within thirty (30) days of such Demand for Mediation. If the Parties fail to choose a mediator within this time, either of the Parties may tender the mediation to ADR Services, Inc. to choose a mediator and administer the mediation. The Parties will make a good faith effort to come to an amicable resolution of their dispute. If the Parties are not successful in resolving the dispute through the mediation procedure, then, and only then, the Parties agree that the dispute shall be resolved by binding litigation. Each party hereto agrees that this Agreement is made in Phoenix, Arizona and irrevocably submits to the exclusive jurisdiction of the federal and state courts located in Phoenix, Arizona for the purposes of any action or proceeding arising out of or relating to this Agreement. Each party hereby consents to such jurisdiction and agrees that venue shall lie in the federal and state courts in Phoenix, Arizona with respect to any claim or cause of action arising under or relating to this Agreement. Each party hereby waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder. If any legal action or any arbitration or other proceeding is brought in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, accounting fees, and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES

ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

The phrase “prevailing party” means the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default, judgment, or otherwise.

### **General Provisions**

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. PeerSquared shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond PeerSquared’s reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with PeerSquared’s prior written consent. PeerSquared may transfer, assign or delegate this Agreement and its rights and obligations without restriction. This Agreement is governed by and construed in accordance with the laws of the State of Arizona without regard to the conflict of laws provisions thereof. Unless and solely to the extent that you or your Institution have a separate written agreement with PeerSquared that governs your use of the Services (in which case such agreement will control), we both agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that the Agreement may not be modified, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Site will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind PeerSquared in any respect whatsoever.

### **Contact Information**

If you have any questions or concerns about these Terms, please contact us at <support@peer-squared.com>. You may also write to us at: PeerSquared, Inc. | 1432 West Roadrunner Drive | Chandler, Arizona 85286