

## GREAT PARENTS ACADEMY (DBA GPA LEARN™) TERMS OF USE

PLEASE READ THIS USER AGREEMENT (THIS “AGREEMENT”) CAREFULLY PRIOR TO YOUR USE OF THIS WEBSITE, THE GREAT PARENTS ACADEMY APPLICATION SERVICE PROVIDER (“ASP”) SERVICE OR ANY OTHER SERVICE OR MATERIALS PROVIDED ON THIS SITE. NOTE, IF YOU ARE UTILIZING THIS WEBSITE ON BEHALF OF AN ORGANIZATION, SUCH AS A SCHOOL, THAT ORGANIZATION MAY HAVE EXECUTED A SEPARATE CONTRACT WITH US. IF SO, THAT SEPARATE CONTRACT SHALL GOVERN OUR RELATIONSHIP TO THE EXTENT THAT IT CONFLICTS WITH THIS AGREEMENT. IT IS YOUR RESPONSIBILITY TO ESTABLISH THE EXISTANCE OF AND UNDERSTAND THE TERMS OF SUCH A CONTRACT WITH YOUR ORGANIZATION.

BY SELECTING THE “I AGREE” CHECKBOX ON THE WEBSITE AND THEREAFTER TRANSACTING BUSINESS, ENTERING DATA ON THIS SITE AND USING THE SERVICES ON THIS SITE, YOU (“USER” or “YOU”) HEREBY AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT WHICH INCORPORATES BY REFERENCE THE PRIVACY POLICY POSTED ON THE SITE AND THE BULLYING POLICY POSTED ON THE SITE AS THEY MAY BE AMENDED FROM TIME TO TIME. IF THIS AGREEMENT IS NOT ACCEPTABLE AND YOU ARE UNWILLING TO BE BOUND BY IT, PLEASE DO NOT SELECT THE “I AGREE” BUTTON OR CHECKBOX OR OTHERWISE ENTER ANY INFORMATION ABOUT YOURSELF, YOUR CHILD OR YOUR COMPANY OR TRANSACT ANY BUSINESS THROUGH THIS SITE.

Great Parents Academy, LLC, doing business as GPA LEARN™, a Georgia limited liability company (referred to as “we”, “us”, “our” or other such similar terms) is the owner and operator of this website, <http://www.greatparentsacademy.com> or <http://www.gpalearn.com> (the “Website”), and the ASP services, products, materials and other services sold and/or provided thereon (collectively, the “Services”; together with the Website, the “Site”).

Eligibility. We intend that this Site be used by parents, adults and children expressly authorized to use this Site with the consent of such child’s parent or legal guardian. Only parents, legal guardians, and those acting in lieu of Parents (individually, an “Adult” and collectively, “Adults”) who are 18 years old or older are authorized to register and set up accounts on the Site for a minor child (collectively, “Child” or “Children”). After an Parent/Adult establishes an account to access our Site and authorizes his or her Child to use this Site in accordance with this Agreement (which incorporates the terms of the Privacy Policy), such Child may access and use this Site, subject to the Adult’s ongoing agreement to monitor such Child’s use of, and access to, this Site. An Adult that has properly established an account for the Services on the Site may authorize certain non-Child Users to access the Site and use the Services. Any individual that is not a Child and has been authorized by an Adult to access the Site and use the Services hereby agrees that he/she is at least 18 years old or older. For the avoidance of doubt, this Site is not intended to be used by a Child without an Adult first establishing an account for such Child on this Site or authorizing such Child to use the Adult’s account to access this Site. Further, this Site is not intended to be used by any person that does not qualify as a Child or is 18 years old or older.

Fraud. Without limiting any other remedies, we may suspend or terminate your account if you are found (by conviction, settlement, insurance or escrow investigation, or otherwise) to have engaged in fraudulent activity in connection with this Site or to have otherwise violated this Agreement.

Links to Third Party Websites. We may provide links to web pages which are not part of our web family. These sites are not under our control and we are not responsible for the information or links you may find there. We are providing these links only as a convenience. The presence of these links on any of our Sites is not intended to imply our endorsement of that site but to provide a convenient link to relevant sites that are managed by other organizations, companies, or individuals. Accordingly, this Agreement does not apply to your use of unaffiliated sites to which this site only provides links.

User's Information. "User's Information" is defined as any information or other material you and Users provide to us or others in connection with this Site. Except as otherwise provided in our Privacy Policy, you are solely responsible for User's Information, and we act as a passive conduit for the online distribution of User's Information. We reserve, however, the right to modify or remove from this Site, all or any portion of User's Information or other material that we, in our sole discretion, consider infringing, offensive, abusive, defamatory, obscene, or otherwise unacceptable or unlawful. We also reserve the right to edit User's Information or other materials for any other reason consistent with the purposes of this Agreement or this Site. You hereby grant us a right and license to collect, store, access, use, distribute and share all User's Information transmitted by you and Users via the Site and Services provided that such User's Information is de-identified and does not identify you or any User, and does not constitute Proprietary Information of you or a User.

Use of the Site. The contents of this Site, including, without limitation, the Services sold and/or provided hereon, are protected by copyright, trademark, trade secret and other laws and are the sole and exclusive property of us and/or other owners. Conditioned on your ongoing compliance with the terms of this Agreement, we grant to you during the Term (as defined below), a personal, nonassignable, nontransferable, non-sublicensable, nonexclusive, revocable, limited right for you (through your Users only) to access and use the Services over the Internet through our servers, solely for your Users' own internal, non-commercial, personal use, and subject to the restrictions of this Agreement. This right is further restricted to the specific Users for which you have paid all applicable fees. "Users" mean only yourself (the Parent or Adult) and the Child or Children that you have signed up to access and use this Site. You are obligated to ensure that your Users are aware of and comply with, the limitations on the use of the Services, including the confidentiality and other obligations under this Agreement. You are expressly prohibited from sharing your user name and log-in credentials with anyone other than the Users for whom you have paid all applicable subscription fees.

Unless otherwise specified in a separate written agreement between you and us, we have no responsibility for providing you with any computer hardware or other equipment, except that we will host the Site from our own servers or those of our third party providers. You shall be solely responsible for providing a proper environment to utilize the Site.

You do not have the right to sublicense, resell or redistribute the Site, nor otherwise provide or allow any party other than Users to have access to or use of the Site, in whole or in part, nor use the Site in any way which violates any applicable laws or regulations. Other individuals you may invite to our Site will also need to accept and agree to be bound by the terms of this Agreement and complete the registration process, as described in greater detail herein. Except as expressly set forth herein, no express or implied license or right of any kind is granted herein regarding the Site, including any right to obtain possession of any source code, object code or other technical material relating to the Site, or regarding any of our other intellectual property rights. All rights not expressly granted to you in writing are reserved to us and no rights or licenses shall be deemed granted by implication, estoppel or otherwise. We reserve the right, in our sole discretion and with prior notice to you, to modify, discontinue, add, adapt, or otherwise change any design or specification of the Site and/or our policies, procedures, and requirements specified in or related hereto, which will not materially degrade the functionality of the Site.

You are responsible for your own and Users' continual compliance with this Agreement and other guidelines released by us from time to time. You will not, and will not permit others to, engage in activities prohibited by us (and will investigate any alleged violations thereof by Users), including, without limitation: (i) intentionally accessing data not intended for use by you or Users; (ii) attempting to breach security or authentication measures without proper authorization or interfere with the Services; (iii) taking any action in order to obtain Services to which you and Users are not entitled; or (iv) assisting or permitting any persons in engaging in any of the activities described above.

By virtue of this Agreement, you acquire only the non-exclusive right as described above to receive the Services provided by us through the online use of our proprietary software and related documentation, and you do not acquire any rights of ownership in such materials, including any custom modifications. You will not yourself nor permit Users or any other party to (i) disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the Services or our software; (ii) alter, modify, or prepare derivative works based on the Services, our software or other Intellectual Property Rights of ours; or (iii) use any part of the Services or our software or other Intellectual Property Rights of ours to create, invent or develop any computer program or other invention, work or device that performs, replicates, or utilizes the same or substantially similar functions as the Services or our software.

You covenant and agree that all data or information you provide us is, to the best of your knowledge, accurate and not false or misleading. You assume full responsibility for the data or information provided by you, which is stored or transmitted by means of the Services, and the use of such data or information, including the results obtained therefrom.

Your limited rights granted under this Agreement does not include any resale or redistribution of this Site or its contents that are not expressly permitted hereunder; any collection and use of any components of the Site, descriptions, or prices; any derivative use of this Site or its contents; any downloading or copying of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. This Site or any portion of this

Site, may not be reproduced, duplicated, copied, sold, resold, visited, modified or otherwise exploited for any commercial purpose without our express written consent. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information or materials (including images, text, page layout, or form) of ours or of any third party on this Site without our express written consent. You may not use any meta tags or any other “hidden text” utilizing our name or trademarks without our express written consent. Any unauthorized use of this Site terminates the permission and rights granted by us. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of this Site so long as the link does not portray us or any products or services offered on the Site in a false, misleading, derogatory, or other manner which we deem offensive. You may not use any logo or other proprietary graphic or trademark on the Site as part of the link without our express written permission. You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

Ownership. We own and shall retain all rights and interest in the intellectual property rights in the Site’s content, and our Proprietary Information, which includes without limitation, all software, source and object code, specifications, metrics, customizations, designs, processes, techniques, concepts, improvements, discoveries, lessons, projects, curriculum and inventions, including without limitation any modifications, improvements or derivative works thereof and all works of authorship or inventions created, invented, reduced to practice or delivered by us or any third party either solely or jointly with others, arising from this Agreement, including all copies and portions thereto, whether made by or under the direction of us or you (“GPA Intellectual Property”). GPA Intellectual Property does not include any of your intellectual property as provided below.

As between the parties hereto, you own and will retain all right, title and interest in and to the intellectual property rights in the data and your own Proprietary Information (as defined below).

Pricing and Payment. Your use of this Site is subject to payment of the subscription fees set forth on the following portion of our Site:

<http://www.greatparentsacademy.com/index.php/pricing/>

Your access to the Site may be subject to a free trial period. In the event your access is made available pursuant to a free trial, the terms and conditions relating to such free trial period will be provided on the Site and will apply to your use of the free trial period. Once the trial period has expired, your access to the Site is subject to our standard subscription fees. Your access to, and use of, this Site, is conditioned upon your payment of any and all subscription fees due and owing hereunder. Please note that subscription fees are based on each Child that you register to use and access this Site, and that subscription fees vary based on your Child’s grade-level. You may receive an invitation to access this Site and will not be required to pay the subscription fee; however, you may not have access to all areas of this Site as other Users that pay to subscribe.

Breach. Without limiting other rights or remedies set forth in this Agreement or as otherwise available by law, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your access to this Site in whole or in part: (a) if you breach this Agreement; (b) if we are unable to verify or authenticate any information you provide to us,

should we elect to engage in such verification; or (c) if we believe in our sole discretion that your actions may cause legal liability for you, other users, us or third parties.

Privacy. Our current Privacy Policy is available on this Site at: <http://www.gpalearn.com/bullypolicy/> and is incorporated in this Agreement by reference. We may change our Privacy Policy from time to time, as stated therein.

Bullying. Our current Bullying Policy is available on this Site at: <http://www.gpalearn.com/privacy/> and is incorporated in this Agreement by reference. We may change our Bullying Policy from time to time, as stated therein.

Limited Warranty/Warranty Disclaimers/Indemnification and Liability Limitations. We warrant that the Services will operate substantially in conformance with our then published technical specifications for a period of (thirty) (30) days after the Services go online for you (the “Warranty Period”).

In the event of a breach of the foregoing limited warranty, as your sole and exclusive remedy, we will either (a) repair or replace the Site or any portion thereof, with conforming services or (b) offer you a thirty (30) day money back guarantee (at which time, your access to our Site will cease). Repair or replacement may take the form of: (i) corrections to the Site; (ii) corrected documentation; or (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented. We are not responsible for any problems that result from (i) factors outside of our reasonable control; (ii) any failure by your Users to comply with this Agreement or use the Site in accordance with the documentation, or our other instructions, or any actions or inactions by third parties; (iii) your hardware, software, equipment and/or those of third parties, or errors in entering data; or (iv) the fault or negligence of you, Users, operator error, improper use or misuse of the Site, or any other causes external to us or the Site.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SITE, AND ALL OTHER SERVICES AND MATERIALS PROVIDED BY US, ARE PROVIDED ON AN AS-IS BASIS AND WE MAKE NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE; WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL SUCH WARRANTIES. MOREOVER, WE DO NOT WARRANT THAT ALL ERRORS CAN OR WILL BE CORRECTED OR THAT THE SERVICES AND SOFTWARE WILL OPERATE WITHOUT ERROR.

Indemnification. You, on behalf of yourself and your Users, will indemnify, defend and hold us, our affiliates, subsidiaries and strategic partners (including, without limitation, foundations, corporations and individual donors) and each of their respective directors, officers, employees, representatives and suppliers (collectively, “Indemnitees”) harmless from and against any and all claims, damages, losses, liabilities, causes of action or injuries, together with all costs and expenses, including penalties, interest levied, reasonable attorneys fees and court costs, arising out of or resulting from any third party claims resulting from or alleging (i) any breach of your or your Users’ obligations, representations or warranties set forth in this Agreement; or (ii) that you

or your Users acted willfully or in violation of any laws or rights of third parties (including intellectual property rights).

You agree to indemnify, defend and hold us and our Indemnitees harmless from any claim, demand, action, cost and expense, including reasonable attorneys' fees, due to or arising out of the following events: (i) your giving us any information which is inaccurate; (ii) your negligence or willful misconduct; (iii) your violation of any law, regulation or right of any third party; (iv) any dispute or action between you and any third party, including parties selling goods or services through this Site; and (v) your use of this Site or the products or services of us or any third party, except for claims resulting solely from our negligence or willful misconduct.

In the event that any portion of the Site becomes, or in our opinion are likely to become, the subject of such a claim of infringement, we may at our option and expense (1) secure for you the right to continue using the allegedly infringing items (2) replace or modify the allegedly infringing items to make them non-infringing (3) litigate with the alleged infringer or (4) terminate this Agreement. The foregoing is your sole and exclusive remedy relating to any such infringement claim. We have no obligation in connection with any claim or allegation to the extent resulting from: (i) the improper, unauthorized or negligent use of the Site or other services provided by us; (ii) the use of the Site or other services provided by us other than in accordance with this Agreement or the documentation, manuals or other written instructions or specifications; (iii) modifications or alterations to any of the Site or other services which are made pursuant to specifications or instructions provided by you; (iv) modifications or alterations to any of the Site which are made by you or any other person or entity other than us; or (v) any software, content, data or services provided by us, as used in combination or used in conjunction with, third party software.

Limitations of Liability. NEITHER US NOR OUR OFFICERS, DIRECTORS, EMPLOYEES AGENTS, OR STRATEGIC PARTNERS WILL BE LIABLE TO YOU OR YOUR USERS FOR ANY CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SITE OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES OR CLAIMS ARE BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. OUR MAXIMUM LIABILITY FOR ANY DAMAGES OR INJURIES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE PRO-RATED PORTION OF ANNUAL FEES PAID BY YOU FOR YOUR RIGHT TO ACCESS AND USE THE SITE FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CLAIM AROSE. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIABILITIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Confidentiality. Each party agrees (i) to hold the Proprietary Information of the other in the strictest confidence; (ii) not to, directly or indirectly, copy, reproduce, distribute, manufacture,

duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information to any third party, except as otherwise permitted under this Agreement; (iii) not to make use of the Proprietary Information other than for the permitted purposes under of this Agreement; and (iv) to disclose the Proprietary Information only to their respective representatives requiring such material for effective performance of this Agreement and who have undertaken an obligation of confidentiality and limitation of use consistent with this Agreement. The nondisclosure and confidentiality obligations set forth herein shall survive termination of this Agreement for any reason and shall remain in effect with respect to Trade Secrets for as long as the owner of such information is entitled to protection thereof under applicable law, and with respect to Confidential Information for a period of three (3) years after termination hereof. “Confidential Information” means nonpublic proprietary information other than Trade Secrets, of value to its owner, and any data or information defined herein as a Trade Secret but which is determined by a court of competent jurisdiction not to be trade secret under applicable law. “Trade Secrets” means information which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. “Proprietary Information” means, collectively and without regard to form, any third party information that either party has agreed to treat as confidential, information regulated by state or federal law concerning disclosure or use, Confidential Information, and Trade Secrets.

Proprietary Information shall not include any information which: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction on its disclosure or use, at the time of disclosure; (iii) is disclosed by the receiving party with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the disclosing party’s Proprietary Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party; or (vi) is (a) compelled pursuant to a legal proceeding or (b) is otherwise required by law; provided however that the party being compelled to disclose Proprietary Information shall, if requested, provide the other party with all reasonable assistance to resist such disclosure, at the expense of the party that owns the Proprietary Information sought to be disclosed and shall not disclose the Proprietary Information until the other party has exhausted all rights of appeal under the laws of the jurisdiction in which disclosure is compelled.

Term and Termination. Unless the parties have agreed in writing to a different term, the initial term of this Agreement shall begin on the date you enter into this Agreement and continue for the time period for which you paid the subscription fee in accordance with the Pricing and Payment section of this Agreement (the “Initial Term”). This Agreement shall automatically renew for consecutive terms of a time period equal to the time period of the Initial Term (each, a “Renewal Term”). The Initial Term and any Renewal Terms shall be referred to herein as the “Term”. Either party may terminate this Agreement, including the Services and rights granted herein, for convenience at any time and without prior notice. Provided that your Term is at least one (1) year long, you may elect to terminate this Agreement during the first thirty (30) days of that Term and we shall provide you with a full refund of any subscription fees previously paid to us for that Term. For the avoidance of doubt, if your Term is less than one (1) year or if you elect

to terminate this Agreement for convenience at after the first thirty (30) days of the Term, you shall not be entitled to receive a refund of any fees paid to us hereunder and we are expressly permitted to retain all pre-paid subscription fees, if any. Termination of this Agreement shall not constitute our exclusive remedy for breach or non-performance by you or your Users, and we shall be entitled to seek all other available remedies, both legal and equitable, including injunctive relief.

Should either party (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankrupt; (iv) consent to the filing of a petition of bankruptcy against it; (v) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (vi) seek reorganization under any bankruptcy act; (vii) consent to the filing of a petition seeking such reorganization; or (viii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

Upon termination or expiration of this Agreement for any reason (i) all rights granted under this Agreement to you will terminate and we shall immediately discontinue all access to the Site and any other service; and (ii) you will return all documentation related to the Site.

All provisions of this Agreement which by their nature are intended to survive the termination of this Agreement, shall survive, including obligations regarding Proprietary Information.

Notices. Except as explicitly stated otherwise or in a separate written agreement between you and us, any notices shall be given by postal mail to us at 3575 Piedmont Road NE, Building 15, Suite 750, Atlanta, GA 30305, and to you at the email address you provide to us. Notice shall be deemed given 24 hours after email is sent. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided by you. In such case, notice shall be deemed given three (3) days after the date of mailing.

You may contact us with informal questions regarding this Site at: [support@gpalearn.com](mailto:support@gpalearn.com).

#### General.

**Choice of Law, Headings and Non-waiver.** This Agreement shall be exclusively construed, interpreted, governed and enforced in accordance with the laws of the State of Georgia, USA without regard to rules governing conflicts of laws. The parties further agree that this Agreement shall be deemed to have been negotiated, entered into, executed and performed for all purposes within the State of Georgia. Either party's failure to act with respect to a breach does not waive the non-breaching party's right to act with respect to subsequent or similar breaches. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Any action related to or arising out of this Agreement shall be venued solely in a State or Federal court of competent jurisdiction located in the State of Georgia, Fulton County and the parties



irrevocably commit to the jurisdiction and venue of said courts and waive any right to object thereto.

**Dispute Resolution.** In the event of a dispute between the parties, the parties agree that the User and an officer or other executive from Great Adults Academy, LLC will meet and negotiate in good faith in an effort to resolve the dispute. If such dispute is not resolved after such meeting then the parties shall arbitrate their dispute as provided herein. Except for claims seeking injunctive relief for which court relief may be sought, the parties will arbitrate any dispute resulting from or arising as a result of this Agreement. Any such arbitration shall be in accordance with the commercial rules of the American Arbitration Association (“AAA”) and shall be administered by AAA in Atlanta, Georgia, unless the parties mutually agree in writing on an alternative organization for dispute resolution. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party, nor shall arbitration on a class action basis be permitted.

**Severability.** The invalidity of any portion of this Agreement will not affect the validity of any other provision and any such finding of invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event that any provision of this Agreement is held to be invalid or unenforceable, the parties agree that the remaining provisions will be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision. It is expressly understood, however, that the parties hereto intend each and every provision of this Agreement to be valid and enforceable and hereby knowingly waive all rights to object to any provision of this Agreement to the full extent permitted by law. Accordingly, 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(s) will, rather than be stricken in their entirety, be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

**Waiver.** The failure of either party at any time to require performance by the other party of any provision hereof is not to affect in any way the full rights of such party to require such performance at any time thereafter, nor is the waiver by either party of a breach of any provision hereof to be taken or held to be a waiver of the provision itself or any future breach.

**Relationship of the Parties.** The parties hereto are independent contractors, and nothing in this Agreement is to be construed to create a partnership, joint venture, or agency relationship.

**Force Majeure.** No party shall be liable for failure to perform or delay in performing all or any part of its obligations under this Agreement to the extent that such failure or delay is due to any cause or circumstance reasonably beyond the control of such party including, without limitation, acts of God, fire, flood, storms, earthquake, strike or other labor dispute, acts of terrorism, government requirement, or civil or military authority.

**Entire Agreement; Amendment.** This Agreement contains the entire Agreement of the parties relating to its subject matter and supersedes any prior or contemporaneous agreements,

negotiations, correspondence, understandings or communications, whether oral or written. This Agreement may not be modified or amended except in writing, signed by both parties, or as otherwise provided herein. Because of changes in Internet technology and practices, this Agreement and our security and other policies may change from time to time. We will provide you with email notices regarding any changes to this Agreement. Please consult this portion of the Site for important changes to the Agreement as they occur. Unless otherwise provided in a separate written agreement between you and us, by using the Site after we notify you by email and thereafter post any changes to this Agreement, you agree to accept those changes, whether or not you have reviewed them, and such acceptance shall be deemed legally conclusive. If at any time you choose not to accept the terms of this Agreement, you will not use the Site nor continue to access the Site. This Agreement applies to your use of this Site or other sites that we may own or operate in the future, unless such sites provide otherwise.

**Continuing Cooperation.** The parties agree to execute any documents or perform such other and further acts as are reasonably necessary to comply with the letter and spirit of this Agreement.