

## Terms of Use

PLEASE READ THESE TERMS OF USE (“AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY LMBe Solutions LLC (“COMPANY”). BY VISITING THE WEBSITES OR USING THE SERVICES IN ANY MANNER, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE THE WEBSITE OR SERVICES. ACCESS TO THE WEBSITE AND USE OF COMPANY’S SERVICES IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS.

1. This Agreement applies to schools, school districts, and related entities and organizations, including but not limited to administrators, instructors, and professors who access or use the Services on their behalf (each an “Educational Institution”), as well as all non- Educational Institution visitors, users, and others, including students, their parents and legal guardians, who use the Services (such individuals and Educational Institution, collectively, “you”). If you’re an Educational Institution, [LMBe Solutions Additional Terms of Use for Educational Institution](#) apply to you too.
2. **ACCESS TO THE SERVICES.** The *KidsGotWeb.com* website and domain name and any other linked pages, features, content, or application services (including without limitation any mobile application services) offered from time to time by Company in connection therewith (collectively, the “Website”) are owned and operated by Company. Subject to the terms and conditions of this Agreement, Company may offer to provide certain services, as described more fully on the Website, and that have been selected by you (together with the Website, the “Services”), solely for your own use, and not for the use or benefit of any third party. The term “Services” includes, without limitation, use of the Website and the Content (as defined below) offered by Company on the Website. Company may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or Content. Company may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. **Company reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on the Website, or by sending you a notice. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.**

Because some of our users may be interested in it, we have included some information below related to the Children’s Online Privacy and Protection Act

("COPPA"). COPPA requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. Therefore, we only collect personal information through the Services from a child under 13 where that student's school, district, and/or teacher has agreed (via the terms described in the following paragraph) to obtain parental consent for that child to use the Services and disclose personal information to us or where the parent or legal guardian of a child has signed the child up to use the Services. If you are a student under 13, please do not send any personal information about yourself to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian or if your parent or guardian has not signed you up to use the Service, and please do not send any personal information other than what we request from you in connection with the Services. If we learn we have collected personal information from a student under 13 without parental consent being obtained by his or her parent, guardian, school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at [support@LMBeSolutions.com](mailto:support@LMBeSolutions.com).

If you are signing up for this service and creating accounts on behalf of student(s), you represent and warrant that you are either (a) a teacher or school administrator or otherwise authorized by a school or district to sign up on behalf of students or (b) the parent of such student(s). If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. When obtaining consent, you must provide parents and guardians with these Terms, our Privacy Policy, and [LMBe Solutions Additional Terms of Use for Educational Institution](#). You must keep all consents on file and provide them to us if we request them. If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

You represent and warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf, as we described earlier, and also to agree to these Terms and their own behalf). If you're agreeing to these Terms on behalf of an organization or entity (for example, if you're an administrator agreeing to these Terms on behalf of your district), you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

If you are a school, district, or teacher, you may have the Company generate an access code for you to use with each limited access group you administer (an "Access Code"). For example, if you wished to establish a closed group among yourself, as a teacher, and your 4th grade class, you would distribute the Access Code only to those members of your 4th grade class that you wanted to view what was going on within that group. Everyone to whom a group administrator distributes the Access Code to will be a member of that "Limited Access Group." Students will log into to the Services using accounts created by teachers, school administrators or teachers or students may log in through their Google Apps For Education log in and use an Access Code to join a Limited Access Group.

- 3. SERVICES CONTENT.** The Services and its contents are intended solely for the personal, non-commercial use of Services by users and may only be used in accordance with the terms of this Agreement. All materials displayed or performed on the Services (including, but not limited to text, graphics, articles, photographs, images, illustrations (also known as the "Content," and which includes User Submissions (as defined below) are protected by copyright. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

The Services are protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other intellectual property laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

You may download or copy the Content (and other items displayed on the Services for download) for personal non-commercial use only, provided that you maintain all copyright and other notices contained in such Content. You shall not store any significant portion of any Content in any form. Copying or storing of any Content other than personal, noncommercial use is expressly prohibited without prior written permission from Company or from the copyright holder identified in such Content's copyright notice. If you link to the Website, Company may revoke your right to so link at any time, at Company's sole discretion. Company reserves the right to require prior written consent before linking to the Website.

In the course of using the Services, you and other users may provide information which may be used by Company in connection with the Services and which may be visible to certain other users. Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission." Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy and [LMBe](#)

[Solutions Additional Terms of Use for Educational Institution](#) to the extent they relate to User Submissions that are also your personally-identifiable information. For all User Submissions, you hereby grant Company a license to translate, modify (for technical purposes, for example making sure your content is viewable on your iPhone as well as your computer) and reproduce such User Submission, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal Company account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant Company the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of displaying that Personal User Submission to you and providing you the Services necessary to do so.

If you share a User Submission only within a Limited Access Group, or otherwise in a manner that only certain specified users can view (each, a “Limited Access User Submission”), then you grant Company the license above, as well as a license to display, perform, and distribute your Limited Access User Submission for the purpose of displaying that Limited Access User Submission to other members of that Limited Access Group (or to such specified users, as applicable) and providing you the Services necessary to do so. Also, you grant the other members of that Limited Access Group (or such specified users, as applicable) a license to access that Limited Access User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services. For example, if you share a project in your Limited Access Group, you grant the other members of the Limited Access Group the rights necessary to view that project and to create derivative works by adding to and modifying it.

If you share a User Submission in a public “community” on the Services or in a manner that more than just you or your Limited Access Group can view (a “Public User Submission”), then you grant Company the license above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of displaying that Public User Submission to all Company users and providing you the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with Company and the Services, provided that Company will try to notify you if it uses your Public User Submission for any reason other than displaying it on the Services. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services. For example, if you share a project in a public “community”, you grant the other members of the “community” the rights necessary to view that project and to create derivative works by adding to and modifying it.

Any user and Company may use, modify, reproduce, display, perform, distribute or create derivative works of a Public User Submission or a Limited Access User Submission (for which they have permission to access), provided that such user or Company must provide attribution to the original author(s).

You agree that the licenses you grant are perpetual, royalty-free, irrevocable, sublicenseable, transferable and worldwide. Finally, you understand and agree that Company, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media.

You understand that all information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such content originated and that Company will not be liable for any errors or omissions in any content. You understand that Company cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, Company cannot guarantee the authenticity of any data which users or merchants may provide about themselves. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

Under no circumstances will Company be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

4. **RESTRICTIONS.** You warrant, represent and agree that you will not contribute any Content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) involves commercial activities and/or sales without Company's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including without limitation any employee or representative of Company; or (vi) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program. Company reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You, not Company, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to Company and to grant Company the rights to use such information in connection with the Services and as otherwise provided herein.

You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user

of the Services. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while you are not logged on to the Services, or that otherwise interfere with the proper working of or place an unreasonable load on the Services' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any portion of the Services is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while you are not logged on to the Services, or that otherwise interfere with the proper working of or place an unreasonable load on the Services' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any portion of the Services is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

You understand and agree that Company shall have the sole right to decide whether you are in violation of any of the restrictions set forth in this Section, and shall have sole discretion regarding the course of action to take in connection therewith.

- 5. WARRANTY DISCLAIMER.** Company has no special relationship with or fiduciary duty to you. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gain access to the Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Company from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Company makes no

representations concerning any content contained in or accessed through the Services, and Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Company makes no representations or warranties regarding the accuracy of descriptions anywhere on the Services, or regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased (whether or not following such recommendations and suggestions) are provided "AS IS" without any warranty of any kind from Company or others unless, with respect to others (only), otherwise made expressly and unambiguously in writing by a designated third party for a specific product or service. THE SERVICES, CONTENT, WEBSITE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITE, AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

6. **PRIVACY POLICY.** For information regarding Company's treatment of personally identifiable information, please review Company's current Privacy Policy at <http://www.kidsgotweb.com/privacy>, which is hereby incorporated by reference; your acceptance of this Agreement constitutes your acceptance and agreement to be bound by Company's Privacy Policy. Particularly, records that are: (1) directly related to a student, and (2) maintained by an educational agency or institution or by a party acting for the agency or institution are "Education Records" protected by the Family Educational Rights and Privacy Act ("FERPA"). FERPA provides that an Educational Institution may disclose personally identifiable information from Education Records to a provider, like LMBe Solutions LLC, to perform an institutional service or function with a legitimate educational interest in the Education Records if certain conditions have been met. We have specified such conditions in [LMBe Solutions Additional Terms of Use for Educational Institution](#), which is hereby incorporated by reference. If you are an Educational Institution, your acceptance of this Agreement constitutes your acceptance and agreement to be bound by [LMBe Solutions Additional Terms of Use for Educational Institution](#).
7. **REGISTRATION AND SECURITY.** As a condition to using some aspects of the Services, you may be required to register with Company and select a password and user name ("Company User ID"). If you are accessing the Services through a third party site or service (such as "Facebook Connect"), Company may require that your Company User ID be the same as your user name for such third party site or service. You shall provide Company with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account. In certain situations, your Company User ID may be selected for you by your school or

district; the same rules apply to them when they select a Company User ID for you. You may not (i) select or use as a Company User ID a name of another person with the intent to impersonate that person; or (ii) use as a Company User ID a name subject to any rights of a person other than you without appropriate authorization. Company reserves the right to refuse registration of or cancel a Company User ID in its discretion. You shall be responsible for maintaining the confidentiality of your password. If you access the Service through a third party site or service, you will provide your third party account credentials to Company, and you are consenting to have the information in those accounts transmitted into your Company account, and you agree that you shall only use accounts owned by you, and not by any other person or entity.

8. **INDEMNITY.** You will indemnify and hold Company, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, your violation of this Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.
9. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE WEBSITE OR THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF \$100 OR THE FEES PAID BY YOU TO COMPANY HEREUNDER DURING THE 12-MONTH PERIOD PRECEDING THE APPLICABLE CLAIM; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (IV) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.
10. **FEES AND PAYMENT.** You shall pay all applicable fees, as described on the Website and/or your account settings in connection with the Services selected by you. You shall be responsible for all taxes associated with your use of such Services, including, without limitation any federal, state, local or foreign taxes or any sales or use taxes. Company reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted on the Website. Your use of the Services following such notification constitutes your acceptance of any new or increased charges. Any fees paid hereunder are non-refundable.
11. **INTERACTION WITH THIRD PARTIES.** The Services may contain links to third party websites or services ("Third Party Services") that are not owned or controlled by Company, or the Services may be accessible by logging in through

a Third Party Service, as described more fully in our Privacy Policy. When you access Third Party Services, you do so at your own risk. You hereby represent and warrant that you have read and agree to be bound by all applicable policies of any Third Party Services relating to your use of the Services and that you will act in accordance with those policies, in addition to your obligations under this Agreement. Company has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any Third Party Services. In addition, Company will not and cannot monitor, verify, censor or edit the content of any Third Party Service. By using the Services, you expressly relieve and hold harmless Company from any and all liability arising from your use of any Third Party Service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Company is under no obligation to become involved. In the event that you have a dispute with one or more other users or third parties, you hereby release Company, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”**

12. **TERMINATION.** This Agreement shall remain in full force and effect while you use the Services. You may terminate your use of the Services at any time. Company may terminate or suspend your access to the Services or your membership at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your membership. Company may also terminate or suspend any and all Services and access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. Upon termination of your account, your right to use the Services, access the Website, and any Content will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.
13. **MISCELLANEOUS.** 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. Company shall not be liable for any failure to perform its obligations

hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). 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 Company's prior written consent. Company may transfer, assign or delegate this Agreement and its rights and obligations without consent. Both parties 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 all modifications must be in a writing signed by both parties, except as otherwise provided herein. 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 Company in any respect whatsoever. Headings for each section have been included above for your convenience, but such headings do not have any legal meaning, and may not accurately reflect the content of the provisions they precede.

14. **ARBITRATION; GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in San Francisco County, California, using the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief at any time. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California.
15. **COPYRIGHT DISPUTE POLICY.** Company has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at [www.lcweb.loc.gov/copyright/legislation/dmca.pdf](http://www.lcweb.loc.gov/copyright/legislation/dmca.pdf)). The address of Company's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this Section. It is Company's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers,

affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

1. Procedure for Reporting Copyright Infringements:

If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone number and, if available, email address;
5. A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

2. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent:

It is Company's policy:

1. to remove or disable access to the infringing material;
2. to notify the content provider, member or user that it has removed or disabled access to the material; and
3. that repeat offenders will have the infringing material removed from the system and that Company will terminate such content provider's, member's or user's access to the Services.

3. Procedure to Supply a Counter-Notice to the Designated Agent:

If the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the content provider, member or user;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;

3. A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
  4. Content provider's, member's or user's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or, if the content provider's, member's or user's address is located outside the United States, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.
4. If a counter-notice is received by the Designated Agent, Company may send a copy of the counter-notice to the original complaining party informing that person that Company may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.
16. Please contact Company's Designated Agent to Receive Notification of Claimed Infringement at the following address: Email us at [privacy@LMBeSolutions.com](mailto:privacy@LMBeSolutions.com) or contact us at 2624 Fruitvale, Oakland, CA 94601.
17. **APPLE DEVICE AND APPLICATION TERMS.** In the event you are using the Services in connection with a device provided by Apple, Inc. ("Apple") or a Company application obtained through the Apple App Store (collectively, such uses are henceforth the "Application"), the following shall apply:
1. 15.1 Both you and Company acknowledge that this Agreement is concluded between you and Company only, and not with Apple, and that Apple is not responsible for the Application or the Content;
  2. 15.2 The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Service for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they are applicable to the Service;
  3. 15.3 You will only use the Application in connection with an Apple device that you own or control;
  4. 15.4 You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
  5. 15.5 In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

6. 15.6 You acknowledge and agree that Company, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
  7. 15.7 You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Company, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
  8. 15.8 You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
  9. 15.9 Both you and Company acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
  10. 15.10 Both you and Company acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as the third party beneficiary hereof.
18. **CONTACT.** If you have any questions, complaints, or claims with respect to the Services, you may contact us at 2624 Fruitvale, Oakland, CA 94601 or [privacy@LMBESolutions.com](mailto:privacy@LMBESolutions.com).

Effective: May 10, 2019