

THE LEARNING ANNEX and LEARNINGANNEX.COM TERMS OF SERVICE

Welcome to The Learning Annex and LearningAnnex.com! LearningAnnex.com provides online educational "how-to" multi-media information for enjoyment, knowledge and entertainment. LearningAnnex.com (or "we") includes the LearningAnnex.com website and network (the "LearningAnnex.com Network"), and any other features, content, or applications offered from time to time by LearningAnnex.com in connection with the LearningAnnex.com Network.

The following are the LearningAnnex.com Terms of Service ("Agreement"). These Terms of Service constitute a legally binding agreement made by and between LearningAnnex.com and you, whether personally or on behalf of an entity ("you"), concerning your access to and use of the LearningAnnex.com Network (as further defined below).

1. Ownership

LearningAnnex.com is owned by The Learning Annex, LP, and, from time to time, its subsidiary and affiliate corporations, successors, and assigns (collectively included in the use of the term, "LearningAnnex.com"). The LearningAnnex.com Network currently consists of various web pages at or linked to the URL www.LearningAnnex.com, as well as areas of numerous websites operated by other companies that have entered into an agreement with LearningAnnex.com to publish LearningAnnex.com content on their site, or their content on the LearningAnnex.com site. LearningAnnex.com and the LearningAnnex.com Network may expand or change from time to time. LearningAnnex.com is hosted in the U.S.

2. Definitions

The following terms, both for this Agreement and for the LearningAnnex.com Privacy Policy, will have the meanings indicated:

"Agreement" means these LearningAnnex.com Terms of Service. "LearningAnnex.com Forum Post" or "Forum Post" means a posting on any LearningAnnex.com discussion boards (forums) incorporating, without limitation, text, graphics, video, audio, flash animation and other content, and made available on the LearningAnnex.com Network.

"Expert" means an person registered on the Learning Annex website who communicates information to users.

"LearningAnnex.com Indemnified Parties" means The Learning Annex, LP's present and former directors, officers, employees, agents, representatives, affiliates, parents, subsidiaries, licensors, suppliers, services providers and other contractors.

"LearningAnnex.com Marks" means

LearningAnnex.com, www.LearningAnnex.com.com, The Learning

Annex, www.learningannex.com and all other trademarks, service marks, graphics, logos and domain names used in connection with or belonging to LearningAnnex.com, LLC and Learning Annex, LLC.

"LearningAnnex.com Network" means LearningAnnex.com's internet and electronic media network, including without limitation all: (i) LearningAnnex.com Web Logs, LearningAnnex.com Forum Posts and other Content (each as defined herein) owned by LearningAnnex.com or LearningAnnex.com's licensors and made available on the LearningAnnex.com Network; (ii) computer code, data and other materials owned by LearningAnnex.com or LearningAnnex.com's licensors and provided to or used by you for the purpose of permitting you to access and use the LearningAnnex.com Network; and (iii) all servers, networks and other data storage, processing and communications equipment owned by or operated for the sole benefit of LearningAnnex.com and used in connection with the LearningAnnex.com Network.

"LearningAnnex.com Partner Site" or "Partner Site" means a website through which the LearningAnnex.com Network is accessible.

"LearningAnnex.com Web Log" means a multi-media Web log incorporating, without limitation, text, graphics, video, audio, flash animation and other content, and made available on the LearningAnnex.com Network.

"LearningAnnex.com user" means a registered user of LearningAnnex.com. Only LearningAnnex.com users may post content.

"Claim" means any claim, action, demand, causes of action or other proceeding.

"Content" means any multimedia text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials on the LearningAnnex.com Network.

"Indemnified Claim" means a Claim as to which you are required to defend, indemnify or hold harmless the LearningAnnex.com Indemnified Parties.

"Third-Party Website" means a website neither owned nor controlled by LearningAnnex.com, including without limitation any LearningAnnex.com Partner Site or any other website as to which a link is available on the LearningAnnex.com Network.

"User" or "Viewer" means an individual, including any LearningAnnex.com user, who accesses and uses the LearningAnnex.com Network for the purpose of searching and accessing the LearningAnnex.com Web Logs, LearningAnnex.com Forum Posts or other media.

3. Acceptance

By accessing, viewing or using LearningAnnex.com, or the LearningAnnex.com Network, you agree, without limitation or qualification, to be bound by and comply with these Terms and Conditions and the LearningAnnex.com Privacy Policy, including any other posted guidelines or rules applicable to any website where the LearningAnnex.com Network is found.

YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT. You are not permitted to register on behalf of someone younger than 18. Users must be at least 18 years of age to use the Service.

If you do not agree to be bound by these Terms and Conditions and the LearningAnnex.com Privacy Policy, you are not permitted to access LearningAnnex.com or the LearningAnnex.com Network and you should exit LearningAnnex.com immediately. We're sorry to see you go.

4. Non-Discrimination

LearningAnnex.com does not discriminate on the basis of age, gender, race, ethnicity, nationality, religion, sexual orientation, or any other protected status.

5. Eligibility

Use or viewing of LearningAnnex.com and its content is void where prohibited. By using the LearningAnnex.com Network, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; and (d) your use of LearningAnnex.com does not violate any applicable law or regulation. Your use and profile may be terminated without warning if we believe that you are less than 18 years of age or we determine that you are otherwise in violation of our Terms of Service.

6. License to Use the LearningAnnex.com Network

Subject to your compliance with the terms and conditions of this Agreement, LearningAnnex.com grants you a revocable, non-exclusive, non-sublicensable, and non-transferable license, only insofar as is necessary, to use the LearningAnnex.com Network and any associated software.

Except as expressly set forth herein, this Agreement grants you no rights in or to the intellectual property of LearningAnnex.com or any other party.

Any and all software comprising the LearningAnnex.com Network is licensed to you and not sold. You shall not, and shall not permit or assist others to: (i) copy, modify, translate, reverse engineer, decompile or disassemble, or create derivative works based upon, that software; (ii) rent, lease, loan, sublicense or resell, or otherwise transfer or grant rights in or to, that software; (iii) remove or disable any proprietary rights notices in or reproduced by that software; (iv) decrypt, break, alter, interfere with

or attempt to circumvent any device or measure intended to control access to or to protect the copyrighted works of LearningAnnex.com or any other party and integrated into that software; or (v) use the software in any manner that may violate any agreement between you and LearningAnnex.com or any applicable law or regulation. LearningAnnex.com may, in its sole discretion, require you to perform, or automatically perform, updates, modifications or reinstallations, or the downloading of patches, to any and all software comprising the LearningAnnex.com Network.

In the event that you breach any provision of this Agreement, your rights under this section immediately will terminate.

7. Term and Survival

This Agreement shall remain in full force and effect while you view or use the LearningAnnex.com Network.

Upon termination, all rights and obligations created by this Agreement will terminate, except provisions concerning your representations and warranties, and all rights and obligations created pursuant to those sections will survive any termination of this Agreement.

8. Changes to the LearningAnnex.com Network

Internet technology and the applicable laws, rules and regulations change frequently. Accordingly, LearningAnnex.com reserves the right to change, modify, suspend, make improvements to or discontinue any aspect of the LearningAnnex.com Network, at any time and without notice to you. Under no circumstance will LearningAnnex.com be liable for any such change.

Any changes or modification will be effective upon posting of the revisions and these Terms of Service will reflect the new effective date. Your continued use or viewing of this Site following the posting of the changes or modifications will constitute your acceptance of such changes or modifications. You should frequently review these Terms of Service (including its posting date) and applicable policies from time-to-time to understand the terms and conditions that apply to your access to and use of LearningAnnex.com's Internet based LearningAnnex.com Network.

If you do not agree with any changes made to the LearningAnnex.com Network, your sole remedy is to terminate your account, if any, and to stop accessing, viewing or using LearningAnnex.com and the LearningAnnex.com Network.

9. Fees and Credit Policy

LearningAnnex.com reserves the right to charge for the use of the LearningAnnex.com Network and to change its fees from time to time in its discretion. LearningAnnex.com will not charge for usage time prior to fees being established. If LearningAnnex.com terminates your usage because you have breached the Agreement, you shall not be entitled to the refund of any unused portion of any subscription or other fees.

If you are enrolled in a class and the class is canceled, you will receive a voucher for an additional class (of same or lesser value) at a future date. Also, if you aren't 100% satisfied with your class or meeting, LearningAnnex.com will credit your account or offer another comparable class at a later date.

10. Registration LearningAnnex.com Users

To become "LearningAnnex.com user", you must register and create an account with LearningAnnex.com through our online registration process at www.LearningAnnex.com. You must provide LearningAnnex.com with accurate and complete registration information, including your first and last name, email address, birth date, zip code, and your chosen LearningAnnex.com username.

Registration is limited to individuals who reside in the United States of America and who are 18 years of age or older. By registering to become a LearningAnnex.com user, you represent and warrant that the information you provide to LearningAnnex.com is accurate. You also agree to, and represent and warrant that you will, promptly update your contact information in the event any of that information changes. You may update your account information by logging in to your account at www.LearningAnnex.com. LearningAnnex.com reserves the right to terminate your access to and use of the LearningAnnex.com Network if you fail to provide, or to timely update, that information.

When you register to become a LearningAnnex.com user, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password and your username. You agree not to use the account, username, or password of another LearningAnnex.com user at any time or to disclose your password to any third party. You agree to notify LearningAnnex.com immediately if you suspect any unauthorized use of your account or access to your password. Under no circumstances should you respond to a request for your password, particularly a request from an individual claiming to be an employee of LearningAnnex.com.

OUR EMPLOYEES WILL NEVER ASK YOU FOR YOUR PASSWORD!

You are solely responsible for any and all use of your account.

11. Emails

By registering with LearningAnnex.com, you are agreeing to accept emails from LearningAnnex.com regarding the status of your account and emails from the The Learning Annex, LP. You may "opt out" of receiving one or both of these emails at any time, including upon creating your account.

All other email communication from LearningAnnex.com requires your consent to "opt-in." You have the ability to change these preferences within your account at the time of creation or at anytime thereafter, however, please allow 7-10 days for any changes to take effect. Further, emailing LearningAnnex.com directly will implicitly authorize a responsive email, which may be generated automatically.

For additional information on communications with LearningAnnex.com and the use of personal information, please refer to the LearningAnnex.com Privacy Policy.

12. Usage by Minors

LearningAnnex.com users must be age 18 or over, however, while the majority of the content found on or through LearningAnnex.com is for general audiences, there may be certain adult or mature Content. Where there is mature or adult Content, individuals who are less than 18 years of age, or are not permitted to access such Content under the laws of any applicable jurisdiction, may not access such content. If LearningAnnex.com learns that anyone under the age of 18 seeks to use or view the Network, LearningAnnex.com will terminate their use or require verified parental consent, in accordance with the Children's Online Privacy Protection Act of 1998 ("COPPA").

LEARNINGANNEX.COM DOES NOT MAINTAIN ANY INFORMATION FOR VIEWERS OR USERS WHO ARE UNDER 18.

In cases where you have authorized a minor to use LearningAnnex.com, you recognize that you are fully responsible for the online conduct of such minor; controlling the minor's access to and use LearningAnnex.com, and the consequences of any misuse by the minor. You acknowledge that some areas of the LearningAnnex.com Network may contain Content that is inappropriate for minors.

13. LearningAnnex.com user Representations and Warranties

LearningAnnex.com users are entirely responsible for the content of, and any harm resulting from, their LearningAnnex.com Web Logs or Forum Posts or any content posted by them. When you create or make available a LearningAnnex.com Web Log or

Forum Post, you thereby represent and warrant that:

- the creation, distribution, transmission, public display and performance, accessing, downloading and copying of your LearningAnnex.com Web Log or Forum Post does not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- you have fully complied with any third-party licenses relating to your LearningAnnex.com Web Log or Forum Post, and have done all things necessary to successfully pass through to Viewers any required terms;
- your LearningAnnex.com Web Log or Forum Post does not contain any viruses, worms, Trojan horses, malicious code or other harmful or destructive content;
- your LearningAnnex.com Web Log or Forum Post is not obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable, libelous or slanderous, does not advocate the violent overthrow of the government of the United States, does not incite, encourage or threaten immediate physical harm against another, does not violate any applicable law, regulation, or rule, and does not violate the privacy or publicity rights of any third party;
- your LearningAnnex.com Web Log or Forum Post does not contain material that solicits personal information from anyone under 18 or exploits people under the age of 18 in a sexual or violent manner, and does not violate any federal or state law concerning child pornography or otherwise intended to protect the health or well being of minors. your LearningAnnex.com Web Log or Forum Post does not violate any state or federal law designed to regulate unsolicited email or other electronic advertising;
- your LearningAnnex.com Web Log or Forum Post does not spoof, or contain false, misleading or incomplete return address or header information;
- your LearningAnnex.com Web Log or Forum Post does not amount to trolling, or the making of controversial statements for the sole purpose of generating responses by others;
- your LearningAnnex.com Web Log or Forum Post does not constitute, contain, install or attempt to install or promote spyware, malware or other computer code, whether on LearningAnnex.com's or other's computers or equipment, designed to enable you or others to gather information about or monitor the online or other activities of another party;
- your LearningAnnex.com Web Log or Forum Post does not inundate the LearningAnnex.com with communications or other traffic suggesting no serious intent to use the LearningAnnex.com Network for its stated purpose;
- you will accurately categorize or describe the nature of all content made available on your LearningAnnex.com Web Log or Forum Post, including without limitation by indicating whether any portion thereof is suitable for adults only;
- your LearningAnnex.com Web Log or Forum Post does not otherwise violate, or link to

material that violates, any provision of this Agreement or any applicable law or regulation;

and your LearningAnnex.com Web Log or Forum Post does not contain pictures, data, audio or visual files, or any other content that is excessive in size, as determined in LearningAnnex.com's sole discretion.

14. Content Not Screened or Error Free

You acknowledge and agree that LearningAnnex.com does not screen or review published content on the LearningAnnex.com Network, nor does it screen or review any other communications from Experts on the site or communicated to you by an Expert in any other way, to determine whether it contains false or defamatory material, or material which is offensive, indecent, objectionable, or which contains errors or omissions. You acknowledge and agree that by using LearningAnnex.com, you may be exposed to content that is offensive, indecent or objectionable. You further acknowledge and agree that the content may contain errors or omissions or may even be false. Under no circumstances will LearningAnnex.com be liable in any way for any LearningAnnex.com user or other third party content, including, but not limited to, for any defamation, falsehoods, errors or omissions in any such content, or for any loss or damage of any kind incurred as a result of the use, reliance on, or publication of any such content posted, emailed or otherwise transmitted via the LearningAnnex.com Network. LearningAnnex.com does not guarantee that any content or media will be to your satisfaction.

15. Reporting Violations

Given the nature of the LearningAnnex.com Network and the Internet generally LearningAnnex.com must also rely on Viewers to report violations that they observe. If you suspect that a LearningAnnex.com or other Viewer has violated this Agreement, or has made available content that violates this Agreement or a LearningAnnex.com policy or that is otherwise illegal, you should report the suspected violation to LearningAnnex.com. You hereby represent and warrant that any information you provide in connection with any report of a suspected violation will be true and correct, subject to penalty of perjury.

16. Content Not Suitable for General Viewing

LearningAnnex.com requires individual LearningAnnex.com users to identify content that is suitable for adults only. Such Content can be due to many factors, including, but not limited to, the use or depiction of nudity, adult content, violence, profanity, etc.

LearningAnnex.com may employ a variety of technological and other filters to prevent Viewers whose ages have not been verified from accessing content that is not suitable for general viewing. However, as stated LearningAnnex.com cannot simultaneously monitor the contents of all posted content, and must once again rely on Viewers to report LearningAnnex.com content that may be of concern.

17. Reporting of Violations of Copyright

You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of LearningAnnex.com to terminate all privileges of any LearningAnnex.com user or user who repeatedly infringes the copyright rights of others upon receipt of proper notification to LearningAnnex.com by the copyright owner or the copyright owner's legal agent.

Without limiting the foregoing, If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify The Learning Annex's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"). For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit PleaseFund.com to contact you, such as your address, telephone number, and e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Name: Andrew L. Hyams

Attn: DMCA Notice

Company: Kerstein, Coren & Lichtenstein, LLC

Address: 60 Walnut Street, Wellesley, MA 02481

Telephone: 781-997-1600, Fax: 781-997-1633

Email: ahyams@kcl-law.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Learning Annex and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Learning Annex's rights and obligations under the DMCA, including 17 U.S.C. 512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

18. Child Pornography and Potentially Obscene Content

DO NOT MAKE AVAILABLE OR POST CONTENT THAT MAY BE CONSIDERED OBSCENE OR THAT MAY CONSTITUTE CHILD PORNOGRAPHY!

LearningAnnex.com encourages Viewers immediately to report to LearningAnnex.com and the appropriate legal authorities any such material. LearningAnnex.com reserves the right to terminate the account and/or deny access to the LearningAnnex.com Network, without notice or liability, to any LearningAnnex.com user who makes available any material that LearningAnnex.com determines, in its sole discretion, may violate any state, federal or other obscenity or child pornography law.

19. LearningAnnex.com Etiquette

Certain activities, even if legal, may violate the common rules of etiquette governing LearningAnnex.com, LearningAnnex.com Web Logs and LearningAnnex.com Forum Posts. LearningAnnex.com may, in its discretion, terminate the accounts of, and deny access to and use of LearningAnnex.com to LearningAnnex.com users who engage in or are the frequent targets or subjects of such activities and complaints.

20. LearningAnnex.com's Right to Remove LearningAnnex.com Web Logs and/or Forum Posts and Terminate Accounts

LearningAnnex.com may monitor the LearningAnnex.com Network for violations of this Agreement. LearningAnnex.com has the right, but no obligation, to refuse, restrict access to or availability of any LearningAnnex.com Web Log, Forum Post or any portion thereof, for any reason at its discretion, or that may violate this Agreement or any law or, without limitation, that is obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, that may constitute child pornography, or that

may otherwise solicit personal information from or exploits in a sexual or violent manner anyone under the age of 18.

21. LearningAnnex.com's Right to Manage the LearningAnnex.com Network

Notwithstanding any other provision of this Agreement, LearningAnnex.com reserves the right to, without notice or liability and in its sole discretion, remove from the LearningAnnex.com Network or otherwise disable all files and content that are excessive in size or are in any way burdensome to its systems, and to otherwise manage the LearningAnnex.com Network in a manner designed to protect the rights and property of LearningAnnex.com and others and to facilitate the proper functioning of the LearningAnnex.com Network.

Excess burdensome content may include, but is not limited to Content that: (i) has been stored for an excessive period of time; (ii) is out-of-date; or, (iii) relates to an inactive account (i.e. inactive for more than 60 days).

22. Right to Exclude

In addition to the other provisions herein for restricting viewing, use or access to the LearningAnnex.com Network, LearningAnnex.com reserves the right to exclude any Content for any reason, including, but not limited to, content determined to be contrary to the commercial and competitive interests of LearningAnnex.com and/or its partners, in its sole discretion.

23. Non-commercial Use by Members

LearningAnnex.com is for the personal use of users only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by LearningAnnex.com under separate contract. Illegal and/or unauthorized use of the LearningAnnex.com, including collecting usernames and/or email addresses of Viewers or LearningAnnex.com users by electronic or other means for any purpose or unauthorized framing of or linking to the LearningAnnex.com Network is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from user profiles without notice and may result in termination of all rights and privileges herein. Appropriate legal action will be taken for any illegal or unauthorized use of the LearningAnnex.com Network.

24. Proprietary Rights in Content on the LearningAnnex.com Network

LearningAnnex.com does not claim any ownership rights in the Content that you post on the LearningAnnex.com Network. After posting your Content to the LearningAnnex.com Network, you continue to retain all ownership rights in such

Content, and you continue to have the right to use your Content in any way you choose. By posting any Content on or through the LearningAnnex.com Network, you hereby grant to LearningAnnex.com a limited license to use, modify (including but not limited to adding advertising with no compensation to you), publicly perform, publicly display, reproduce, and distribute such Content solely on and through the LearningAnnex.com Network.

The license you grant to LearningAnnex.com is non-exclusive (meaning you are free to license your Content to anyone else in addition to LearningAnnex.com), fully-paid and royalty-free (meaning that LearningAnnex.com is not required to pay you for the use of the Content that you post), sublicensable (so that LearningAnnex.com is able to use its affiliates and subcontractors such as Internet content delivery networks to provide the LearningAnnex.com Network), and worldwide. This license will terminate at the time you remove your Content from the LearningAnnex.com Network.

25. Viewer Responsibility

LearningAnnex.com may not have the ability to control the nature of the content available on the LearningAnnex.com Network. By operating the LearningAnnex.com Network, LearningAnnex.com does not represent or imply that we endorse all content available on or linked to by the LearningAnnex.com Network, including without limitation content hosted on Third-Party Websites, or that we believe such LearningAnnex.com Web Logs, Forum Posts or other content to be accurate, useful, or non-harmful.

LEARNINGANNEX.COM DISCLAIMS, AND YOU AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR ACCESS TO OR USE OF THE LEARNINGANNEX.COM NETWORK, INCLUDING WITHOUT LIMITATION YOUR OR OTHERS' ACCESSING OR DOWNLOADING OF THE CONTENT OR OTHER MATERIALS AVAILABLE ON OR LINKED TO BY THE LEARNINGANNEX.COM NETWORK, OR YOUR PURCHASING OF GOODS OR SERVICES FROM THIRD-PARTIES. IN ADDITION, YOU ARE RESPONSIBLE FOR TAKING PRECAUTIONS AS NECESSARY TO PROTECT YOURSELF AND YOUR COMPUTER SYSTEMS FROM VIRUSES, WORMS, TROJAN HORSES, MALICIOUS CODE, AND OTHER HARMFUL OR DESTRUCTIVE CONTENT.

26. Abuses of the LearningAnnex.com Network

You may not access or use the LearningAnnex.com Network for any purpose other than that for which LearningAnnex.com makes it available. For example, and without limitation, you may not, and may not encourage others to, as determined by

LearningAnnex.com in its sole discretion:
generate a substantially higher volume of LearningAnnex.com Network traffic or otherwise use the LearningAnnex.com Network so as to impose an unnecessary burden on the LearningAnnex.com Network;
run programs in the background on the LearningAnnex.com Network's servers; gain or attempt to gain unauthorized access to any portion of the LearningAnnex.com Network;
exploit or attempt to exploit the LearningAnnex.com Network for the purpose of gathering information about any other person or entity;
access, copy or monitor the LearningAnnex.com Network or any portion thereof, or employing any program, device or method to circumvent the navigational structure or presentation the LearningAnnex.com Network or copy information and materials; use the LearningAnnex.com Network for any commercial purpose, other than as authorized by LearningAnnex.com, including without limitation the solicitation of funds, the advertising or solicitation of goods or services, or the promotion of any other commercial website or service, without the express written permission of LearningAnnex.com;
or do any other thing that might damage, disable or impair the LearningAnnex.com Network, or otherwise interfere with any other party's use or enjoyment of the LearningAnnex.com Network.

27. Third-Party Websites

The LearningAnnex.com Network may be accessed through a wide variety of Network Partner Sites that, as independent contractors of LearningAnnex.com, are neither owned nor controlled by LearningAnnex.com. Furthermore, the LearningAnnex.com Network may contain links to additional Third-Party Websites that are neither owned nor controlled by LearningAnnex.com. LearningAnnex.com has not reviewed, and cannot review or control, all of the material, including computer software or other goods or services, made available on or through Network Partner Sites and other Third-Party Websites. LearningAnnex.com does not represent, warrant or endorse any Network Partner Site or other Third-Party Website, or any material, goods or services available thereon or thereby. You agree that, when linking to or otherwise accessing or using a Network Partner Site or other Third-Party Website, you are solely responsible for the consequences, whatever they may be.

LEARNINGANNEX.COM DISCLAIMS, AND YOU AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR ACCESS TO, USE OF OR DOWNLOADING OF CONTENT AVAILABLE ON OR THROUGH, OR PURCHASING OF SERVICES FROM NETWORK PARTNER SITES AND OTHER

THIRD-PARTY WEBSITES.

28. Trademarks

The LearningAnnex and other Learning Annex-owned marks ("LearningAnnex.Marks") are trademarks or registered trademarks of The Learning Annex., LP. Other trademarks, service marks, graphics, logos and domain names appearing on the LearningAnnex.com Network may be the trademarks of third parties. Neither your access to and use of the LearningAnnex.com Network nor this Agreement grant you any right or license to reproduce or otherwise use the LearningAnnex.com Marks or any third-party trademarks, service marks, graphics, logos or domain names. You agree that any goodwill in the LearningAnnex Marks generated as a result of your use of the LearningAnnex.com Network will inure to the benefit of us, and you agree to assign, and hereby do assign, all such goodwill to us. You shall not at any time, nor shall you assist others to, challenge our right, title, or interest in or to, or the validity of, the LearningAnnex Marks.

29. Copyrighted Materials; Copyright Notice

All content and other materials available on the LearningAnnex.com Network, including without limitation the LearningAnnex.com logo, design, text, graphics, and other files, and the selection, arrangement and organization thereof, are either owned by LearningAnnex.com or are the property of our licensors and suppliers. Except as explicitly provided, neither your access to and use of the LearningAnnex.com Network nor this Agreement grant you any right, title or interest in or to any such materials, and you may not use such materials without express written permission of the copyright owner.

30. Privacy Policy

By accessing or using any part of the LearningAnnex.com Network, you consent to the collection and use of your identifying information, and other information concerning your access to and use of the LearningAnnex.com Network, as specified in the LearningAnnex.com Privacy Policy.

31. Communications with LearningAnnex.com

A. Notices

All notices required or permitted to be given under this Agreement must be in writing and can be sent to:

LearningAnnex.com
c/o Learning Annex

888c 8th Avenue, #139
New York, NY 10019

With a copy to:

Learning Annex General Counsel
60 Walnut Street, 4th Floor
Wellesley, Massachusetts 02481

LearningAnnex.com shall provide notices to LearningAnnex.com users by email sent to the most recent email address provided by the intended recipient to LearningAnnex.com. You bear the sole responsibility of ensuring that your email address on file with LearningAnnex.com is accurate and current, and notice to you shall be deemed effective upon the sending by LearningAnnex.com of an email to that address. You agree that any notice received from LearningAnnex.com electronically satisfies any legal requirement that such notice be in writing.

For any notices pertaining to copyright infringement you must give notice to LearningAnnex.com by means of: (i) hand delivery; (ii) certified U.S. mail, return receipt requested, postage prepaid; or (iii) overnight courier, sent to the above listed address.

All notices to LearningAnnex.com will be deemed received as follows: (i) if by hand-delivery, on the date of delivery; (ii) if delivery by U.S. mail, on the date of receipt appearing on a return receipt card; (iii) if by overnight courier, on the date the receipt is confirmed by such courier service, or (iv) by electronic means when you receive a confirmation that the notice has been received.

B. Customer Service

All questions or comments concerning the use or functioning of the LearningAnnex.com Network should be directed to Customer Service at:

LearningAnnex.com
888c 8th Avenue, #139
New York, NY 10019

All comments submitted to LearningAnnex.com and concerning the LearningAnnex.com Network or business will belong to LearningAnnex.com. By providing comments, you agree to assign, and hereby do assign, to LearningAnnex.com, to the fullest extent permitted by law, all right, title and interest, including all intellectual property rights, in

and to such comments. LearningAnnex.com will be free to use all comments, and all ideas, concepts or techniques embodied in all comments, for any purpose whatsoever, including without limitation by developing, manufacturing and marketing products or services, whether related to the LearningAnnex.com Network or not, or incorporating such ideas, concepts, or techniques.

32. Disclaimer of Warranties

THE LEARNINGANNEX.COM NETWORK IS PROVIDED "AS IS" AND "AS AVAILABLE", AND LEARNINGANNEX.COM AND ITS CONTRACTORS AND LICENSORS, AS APPLICABLE, MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

WITHOUT LIMITING THE FOREGOING, LEARNINGANNEX.COM AND ITS CONTRACTORS AND LICENSORS, AS APPLICABLE, MAKE NO REPRESENTATION OR WARRANTY:

REGARDING ACCESS TO OR USE OF, OR THE RESULTS OF THE USE OF, THE LEARNINGANNEX.COM NETWORK WITH RESPECT TO PERFORMANCE, ACCURACY, TIMELINESS, RELIABILITY, SECURITY CAPABILITY, OR OTHERWISE, OR THAT THE LEARNINGANNEX.COM NETWORK WILL BE SUITABLE FOR ANY PURPOSE OR WILL OTHERWISE MEET YOUR REQUIREMENTS;

THAT ACCESS TO OR USE OF THE LEARNINGANNEX.COM NETWORK WILL NOT INFRINGE ANY THIRD-PARTY COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS;

THAT YOUR ACCESS TO AND USE OF THE LEARNINGANNEX.COM NETWORK WILL BE UNINTERRUPTED OR ERROR-FREE;

THAT CONTENT AVAILABLE ON THE LEARNINGANNEX.COM NETWORK IS FREE FROM ERROR OR SUITABLE FOR ANY PURPOSE;

OR, THAT CONTENT AVAILABLE ON THE LEARNINGANNEX.COM NETWORK WILL NOT INFRINGE ANY THIRD PARTY COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS.

YOU AGREE THAT YOUR ACCESS TO AND USE OF, OR INABILITY TO ACCESS OR USE, THE LEARNINGANNEX.COM NETWORK IS AT YOUR SOLE RISK. YOU WILL NOT HOLD LEARNINGANNEX.COM OR ITS CONTRACTORS OR LICENSORS, AS APPLICABLE, RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE LEARNINGANNEX.COM NETWORK, INCLUDING

WITHOUT LIMITATION ANY DAMAGE TO ANY OF YOUR COMPUTERS OR DATA. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON SHALL CREATE A WARRANTY OR GUARANTEE IN ANY WAY WHATSOEVER RELATING TO THE LEARNINGANEX.COM NETWORK AS TO LEARNINGANEX.COM OR ITS CONTRACTORS OR LICENSORS.

33. Conduct, Goods and Services of Third Parties

THE THIRD PARTY LINKS, SERVICES, GOODS, RESOURCES AND CONTENT AVAILABLE ON THE LEARNINGANEX.COM NETWORK, INCLUDING WITHOUT LIMITATION THOSE AVAILABLE THROUGH LEARNINGANEX.COMSERS AND THIRD-PARTY ADVERTISEMENTS, ARE NOT CONTROLLED LEARNINGANEX.COM. ACCORDINGLY, LEARNINGANEX.COM MAKES NO WARRANTIES REGARDING SUCH THIRD-PARTY SERVICES, GOODS, RESOURCES, AND CONTENT, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. LEARNINGANEX.COM WILL NOT BE LIABLE FOR YOUR ACCESS TO, USE OF OR DOWNLOADING OF CONTENT AVAILABLE ON OR THROUGH, OR PURCHASING OF GOODS OR SERVICES FROM, THIRD-PARTY WEBSITES. LEARNINGANEX.COM ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THEFT, LOSS, ALTERATION OR MISUSE OF PERSONAL OR OTHER INFORMATION LAWFULLY PROVIDED BY LEARNINGANEX.COM TO THIRD PARTIES, OR WITH REGARD TO THE FAILURE OF ANY THIRD PARTY TO ABIDE BY THIS AGREEMENT, THE LEARNINGANEX.COM NETWORK PRIVACY POLICY OR ANY OTHER POLICY OF LEARNINGANEX.COM OR AGREEMENT BETWEEN THAT THIRD PARTY AND LEARNINGANEX.COM.

34. Exclusion of Damages

LEARNINGANEX.COM AND ITS CONTRACTORS AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH YOUR ACCESS TO OR USE OF THE LEARNINGANEX.COM NETWORK, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

35. Limitation of Liability

EXCEPT AS OTHERWISE EXPRESSLY STATED, IN NO EVENT WILL LEARNINGANEX.COM OR ITS CONTRACTORS OR LICENSORS, AS

APPLICABLE, BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF THE BASIS OR NATURE OF THE CLAIM, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ACCESS TO OR USE OF THE LEARNINGANNEX.COM NETWORK, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE, EVEN IF LEARNINGANNEX.COM OR ITS CONTRACTORS OR LICENSORS, AS APPLICABLE, WERE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE AGGREGATE LIABILITY FOR ANY AND ALL OF YOUR CLAIMS AGAINST LEARNINGANNEX.COM AND ITS CONTRACTORS AND LICENSORS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF THE LEARNINGANNEX.COM NETWORK EXCEED \$35.00. THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK.

36. Application

THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS DO NOT IN ANY WAY LIMIT ANY OTHER DISCLAIMER OF WARRANTIES OR ANY OTHER LIMITATION OF LIABILITY IN ANY OTHER AGREEMENT BETWEEN YOU AND LEARNINGANNEX.COM. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. LEARNINGANNEX.COM'S LICENSORS AND CONTRACTORS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS, WAIVERS AND LIMITATIONS.

37. Force Majeure

LearningAnnex.com will not be liable for failing to perform under this Agreement by the occurrence of any event beyond its reasonable control, including without limitation a labor disturbance, an Internet outage or interruption of service, a communications

outage, failure by a contractor or licensor to LearningAnnex.com to perform, fire, terrorism, natural disaster, or war.

38. Backups

LearningAnnex.com does not provide any backups of information, content or otherwise. In the event LearningAnnex.com or its contractors make backups, it will be for server restoration purposes only. It is your responsibility to maintain local copies of anything you wish to keep and protect, including any and all posted Content.

39. Indemnity by You

You agree to defend, indemnify and hold harmless the LearningAnnex.com Indemnified Parties from and against any and all claims, actions, demands, causes of action and other proceedings, including but not limited to legal costs and fees, arising out of or relating to:

your breach of this Agreement or any other LearningAnnex.com policies or terms of use, including without limitation any representation or warranty contained in this Agreement;

your access to or use of the LearningAnnex.com Network, including without limitation your or others' accessing and downloading of LearningAnnex.com Web Logs, Forum Posts, Content or other materials available on the LearningAnnex.com Network or Third-Party Websites, or your purchasing of goods or services from LearningAnnex.com users or third parties;

or your LearningAnnex.com Web Logs or Forum Posts, or your providing to LearningAnnex.com of information or other data and content.

The LearningAnnex.com Indemnified Parties will have the right, but not the obligation, to participate through counsel of their choice in any defense by you of any Claim as to which you are required to defend, indemnify or hold harmless the LearningAnnex.com Indemnified Parties. You may not settle any Indemnified Claim without the prior written consent of the concerned LearningAnnex.com Indemnified Parties.

40. General Representation and Warranty

You represent and warrant that your access to and use of the LearningAnnex.com Network will be in accordance with this Agreement and any other LearningAnnex.com policies or terms of use, and with any applicable laws or regulations.

41. Termination

A. By LearningAnnex.com

LearningAnnex.com reserves the right, in its sole discretion, for any reason or no reason at all, without notice or liability to you or any third party, to terminate your access

to and use of the LearningAnnex.com Network. LearningAnnex.com also will have the right, in its sole discretion, without notice or liability to you or any third party, to terminate this Agreement for cause. Cause may include, without limitation: (i) your breach of any part of this Agreement; (ii) your violation of the rights of any third party; or (iii) your account becoming inactive for an extended period of time, each in the sole discretion of LearningAnnex.com.

B. By You

You may terminate this Agreement and your rights hereunder for any reason or no reason at all at any time by providing to LearningAnnex.com notice of your intention to do so.

42. Effect of Termination

Any termination of this agreement automatically terminates the license granted to you by LearningAnnex.com, including without limitation your rights to access and use the LearningAnnex.com Network, and to create, make available, search and access LearningAnnex.com Web Logs, Forum Posts or other content. Subsequent to termination, LearningAnnex.com reserves the right to exercise whatever means we deem necessary to prevent your unauthorized access to and use of the LearningAnnex.com Network, including without limitation technological barriers such as IP mapping and direct contact with your Internet Service Provider.

43. LearningAnnex.com user/Viewer Disputes

You are solely responsible for your interactions with other LearningAnnex.com users, users and viewers. LearningAnnex.com reserves the right, but has no obligation, to monitor such disputes.

44. LearningAnnex.com Disputes

If there is any dispute about or involving the LearningAnnex.com, you agree that the dispute shall be governed by the laws of the State of New York, USA, without regard to conflict of law provisions and, without limiting the requirement that all disputes between us are subject the arbitration, you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of New York, County of New York. Either LearningAnnex.com or you may demand that any dispute between LearningAnnex.com and you about or involving the LearningAnnex.com must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in New York, New York, USA, provided that the foregoing shall not prevent LearningAnnex.com from seeking injunctive relief in a court of

competent jurisdiction.

You agree that, by entering into this Agreement, you and The Learning Annex are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to The Learning Annex should be addressed to: General Counsel, The Learning Annex, 60 Walnut Street, 4th Floor, Wellesley, MA 02481 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If The Learning Annex and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or The Learning Annex may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by The Learning Annex or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or The Learning Annex is entitled. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND THE LEARNING ANNEX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and The Learning Annex agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

If any party files a judicial, administrative or arbitration action asserting a claim that is subsequently rejected, dismissed, lost or otherwise unsuccessful, the party filing that action must pay the other party's costs and expenses, including reasonable attorneys' fees.

45. Remedies in Aid of Arbitration

Notwithstanding anything herein to the contrary, this agreement to arbitrate will not preclude either you or LearningAnnex.com from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award.

46. Legal Action

If LearningAnnex.com files an arbitration claim or takes other legal action against you in connection with any actual or suspected breach of this Agreement, LearningAnnex.com will be entitled to recover from you as part of such legal action, and you agree to pay, LearningAnnex.com's reasonable costs, expenses and attorneys' fees incurred as a result of such legal action. LearningAnnex.com and its licensors and contractors will have no legal obligation or other liability to you or any third party arising out of or relating to LearningAnnex.com's termination of this Agreement.

47. Irreparable Injury

You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third-party rights by you would cause irreparable injury to LearningAnnex.com or its licensors, as the case may be, and would therefore entitle LearningAnnex.com to injunctive relief.

48. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between LearningAnnex.com and you concerning your access to and use of the LearningAnnex.com Network, and may only be modified by a written amendment signed by an authorized executive of LearningAnnex.com or by the unilateral amendment of this Agreement by LearningAnnex.com and the posting by LearningAnnex.com of such amended version.

49. Severability; Waiver

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

50. U.S. Export Controls

Software available in connection with the LearningAnnex.com is further subject to United States export controls. No software may be downloaded from the LearningAnnex.com or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the software is at your sole risk.

51. Assignment

This Agreement and all of your rights and obligations hereunder will not be assignable or transferable by you without the prior written consent of LearningAnnex.com. This Agreement will be binding upon and will inure to the benefit of the parties, their

successors and permitted assigns.

52. Relationship

You and LearningAnnex.com are independent of one another, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement.

53. Third Party

Except for LearningAnnex.com's contractors, licensors and the LearningAnnex.com Indemnified Parties, to the extent set forth herein, there are no third-party beneficiaries to this Agreement.

54. In-Person Meetings

Both Experts and Users, when meeting in person at any time, are responsible for their own safety, and LearningAnnex.com has no responsibility in this regard. To that end, LearningAnnex.com advises that you only meet in a public meeting place like a café, that you not meet in a secluded place, or invite strangers into your home, that you tell a friend or family member where you're going, that you take your cell phone along if you have one, and that you consider having a friend accompany you.

55. Appointments and Financial Terms.

If an Expert receives an Appointment request from a User, Expert will be required to either confirm or reject the request within 24 hours of when the request is made (as determined by Learning Annex in its sole discretion) or the request will be automatically cancelled. When an Appointment is requested via the Site, Application and Services, we will share with you (i) the first and last name of the User who has requested the Appointment, and (ii) a link to the User's account profile page, so that you can view this information before confirming or rejecting the Appointment. When you confirm an Appointment request, we will send you an email, text message or message via the Application confirming such booking, depending on the selections you make via the Site, Application and Services.

The amount due and payable by a User relating to Appointment time with you is referred to as an "Appointment Fee". Appointment Fees are quoted in each Listing, in U.S. dollars and in a price per minute format (the "Appointment Fee Rate"). Please note that it is Experts, and not Learning Annex, which set all Appointment Fee Rates.

In consideration of the Services, Learning Annex charges Expert a fee (the "Service Fee") based on a percentage of Appointment Fees collected on Expert's behalf.

The Service Fee is deducted from the Appointment Fee payable to Expert. At the conclusion of each Appointment, Learning Annex calculates the appropriate Appointment Fee payable by the User to you based on the duration of the Appointment and the applicable Appointment Fee Rate. After deducting the applicable Service Fee, Clarity remits the balance of the Appointment Fee to Expert. Service Fees are non-refundable.

Appointments and Financial Terms for Users

User, not Learning Annex, is solely responsible for honoring any confirmed Appointments. If User chooses to enter into a transaction with an Expert by scheduling an Appointment via the Site or Application, these Terms and other terms, conditions, rules and restrictions associated with such Appointment as set out in the Listing may apply. User acknowledges and agrees that User, and not Learning Annex, will be responsible for performing the obligations of any such agreements, and Learning Annex is not a party to such agreements and disclaims all liability arising from or related to any such agreements.

User agrees to pay Learning Annex all Appointment Fees due in connection with any Appointment. In order to initiate an Appointment, User understands and agrees that Learning Annex reserves the right, in its sole discretion, to obtain a pre-authorization of User's credit card or charge User's credit card a nominal amount, not to exceed one U.S. dollar (\$1), in order to verify User's credit card. At the end of each Appointment, Learning Annex will process and collect the Appointment Fees payable in accordance with these Terms and the terms of the Listing. Please note that Learning Annex cannot control any fees that may be charged to a Member by his or her bank related to our collection of the Appointment Fees, and Learning Annex disclaims all liability in this regard.

In connection with User's payment, User will be asked to provide customary billing information such as name, billing address and credit card information either to Learning Annex or its third party payment processor. User agrees to pay Learning Annex for any consummated Appointments in accordance with these Terms, by one of the methods described on the Site or Application. User hereby authorizes the collection of such amounts by charging the credit card provided as part of requesting the Appointment, either directly by Learning Annex or indirectly, via a third party online payment processor or by one of the payment methods described on the Site or Application. If User is directed to Learning Annex's third party payment processor, User may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once User's transaction is complete User will receive a confirmation email summarizing User's confirmed

Appointment.

#

Supplement: Learning Annex Expert Terms and Conditions

Note: The following Terms and Conditions are in addition to the Terms of Use and Privacy Policy of LearningAnnex.com, which are incorporated herein; in the case of Experts as defined herein, in the event that Learning Annex Expert Terms and Conditions conflict with any other Terms and Conditions, Learning Annex Expert Terms and Conditions shall apply.

57. General

WWW.LearningAnnex.com ("LearningAnnex.com" or "Site") is a platform for on-line advice and professional consulting services. LearningAnnex.com is owned and operated by The Learning Annex, L.P. ("Learning Annex"). The specific features and functionality of the Site are to be determined solely by Learning Annex and are subject to change or termination without notice. This Agreement sets and contains all of the terms and conditions between you, an expert in your field ("Expert") and Learning Annex. By submitting an Expert registration form, a binding agreement will be executed between you and Learning Annex. The Expert should therefore read this Agreement carefully. YOU AGREE THAT BY USING THIS SERVICE YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

By registering as an Expert and agreeing to the terms and conditions of this Agreement, you also are agreeing to the terms of Learning Annex's Terms of Service and Privacy Policy which is incorporated into this Agreement. When you register as an Expert you automatically become a site Member, therefore the provisions of Learning Annex's Terms of Service are an integral part hereof, and are incorporated herein as part of this Agreement.

Definition of Service: LearningAnnex.com provides a platform where an Expert may present his or her expertise and sell advice or services to interested Learning Annex users ("Members"). Learning Annex makes no representation or warranty whatsoever as to the willingness or ability of Members to pay for any advice given by the Expert. Therefore, Expert is encouraged to verify the details and credit-worthiness of those Members to whom Expert gives or contemplates giving advice.

58. Disclaimer of Warranty and Limitation of Liability

THE EXPERT ACKNOWLEDGES AND AGREES THAT LEARNINGANNEX.COM IS BEING PROVIDED FOR USE AS IS, AND THEREFORE EXPERT WILL NOT HAVE ANY PLEA, CLAIM OR DEMAND VIS-A-VIS LEARNING ANNEX IN RESPECT TO LEARNINGANNEX.COM 'S MEMBERS, PROPERTIES, LIMITATIONS OR COMPATIBILITY WITH THE EXPERT'S NEEDS. THE USE OF LEARNINGANNEX.COM IS ACCORDINGLY BEING MADE AT THE EXPERT'S SOLE AND ENTIRE RISK, WITHOUT WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY. LEARNING ANNEX EXPRESSLY DISCLAIMS ALL WARRANTIES FOR INFORMATION POSTED OR TRANSMITTED BY ITS MEMBERS. IF AN EXPERT DECIDES TO PROVIDE EXPERT'S SERVICES THROUGH THE USE OF LEARNINGANNEX.COM, EXPERT MUST EXERCISE A REASONABLE STANDARD OF CARE, AT LEAST THE SAME AS EXPERT WOULD IN A SIMILAR TRANSACTION NOT CONDUCTED THROUGH THE INTERNET, OR THE STANDARD OF CARE MANDATED BY HIS OR HER PROFESSION, WHICHEVER IS HIGHER. THE EXPERT SHALL NOT HAVE ANY

PLEA, CLAIM OR DEMAND AGAINST LEARNING ANNEX, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS IN RESPECT OF ANY SERVICES EXPERT DECIDES TO PROVIDE IN CONNECTION WITH THE USE OF LEARNINGANNEX.COM. LEARNING ANNEX WILL NOT BE DEEMED THE PROVIDER OR RECIPIENT OF ANY SERVICES ACQUIRED THROUGH LEARNINGANNEX.COM. THE SALE OR PURCHASE OF SERVICES IS ACCORDINGLY EFFECTED AT THE EXPERT'S SOLE AND ENTIRE RISK. UNDER NO CIRCUMSTANCES WILL LEARNING ANNEX, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS BE LIABLE TO ANY EXPERT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ARISING FROM THE SERVICES OR ANY PROVISION OF THIS AGREEMENT. LEARNING ANNEX, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS' AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF MONEY PAID TO LEARNING ANNEX BY EXPERT THROUGH LEARNINGANNEX.COM IN THE SIX MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. EXPERT ACKNOWLEDGES AND AGREES THAT LEARNING ANNEX DISCLAIMS ANY LIABILITY WITH RESPECT TO ANY CLAIM, SUIT OR ACTION BROUGHT BY A MEMBER IN CONNECTION WITH PROVISION OF ANY SERVICES BY EXPERT (INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS BY THE EXPERT AS TO EXPERT'S QUALIFICATIONS AND ADVICE PROVIDED BY THE EXPERT) THROUGH THE LEARNING ANNEX SERVICE AND EXPERT AGREES TO INDEMNIFY AND HOLD LEARNING ANNEX HARMLESS IN CONNECTION WITH ANY SUCH CLAIM AND ANY DAMAGES OR EXPENSES ARISING THEREFROM. LEARNING ANNEX WILL NOT BE LIABLE FOR ENFORCING ANY AGREEMENT THAT WAS MADE BETWEEN AN EXPERT AND A MEMBER, INCLUDING EXPERT FEE AGREEMENT. EXPERT WILL BE SOLELY RESPONSIBLE FOR ANY AGREEMENT MADE WITH A MEMBER. EXPERT FURTHER ACKNOWLEDGES THAT EXPERT WILL SOLELY BE RESPONSIBLE AND LIABLE FOR ANY DAMAGES TO ANY MEMBER TO WHOM EXPERT PROVIDES SERVICES AND WHERE THAT MEMBER SUFFERS DAMAGES ARISING FROM OR CONNECTED TO SUCH SERVICES. IN THE EVENT OF A DISPUTE REGARDING ANY TRANSACTION CONDUCTED THROUGH LEARNINGANNEX.COM, EXPERT HEREBY RELEASES LEARNING ANNEX AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS FROM ALL MANNER OF ACTIONS, CLAIMS OR DEMANDS AND FROM ANY AND ALL LOSSES (DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL), DAMAGES, COSTS OR EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES, WHICH EXPERT MAY HAVE AGAINST ONE OR MORE OF THE ABOVE. IF YOU ARE A PHYSICIAN, MENTAL HEALTH PROFESSIONAL OR OTHER MEDICAL EXPERT: THE ADVICE OR INFORMATION YOU PROVIDE TO MEMBERS IS FOR INFORMATIONAL PURPOSES ONLY AND CANNOT BE CONSIDERED A SUBSTITUTE FOR A FACE-TO-FACE PHYSICAL EXAMINATION OF THE MEMBER BY A MEDICAL PROFESSIONAL. YOU WILL PROVIDE INFORMATION AND ADVICE ONLY ABOUT NON-EMERGENCY MATTERS. FOR EMERGENCY MATTERS YOU WILL INSTRUCT THE MEMBER TO IMMEDIATELY CALL 911 OR THEIR LOCAL EMERGENCY ASSISTANCE NUMBER. IF YOU ARE A PHYSICIAN, MENTAL HEALTH PROFESSIONAL OR OTHER MEDICAL EXPERT, YOU WILL NOT ENGAGE IN THE PRACTICE OF MEDICINE OR ENTER INTO A PHYSICIAN/PATIENT RELATIONSHIP WITH ANY MEMBER THROUGH LEARNINGANNEX.COM. IN ADDITION, YOU AGREE THAT YOU:

- Will not diagnose, treat, test, recommend a course of treatment, or otherwise provide or perform services that require an in-person physical examination of a Member
- Will not prescribe or dispense medicines;

- Will recommend that Members seek the advice of a physician who can perform an in-person physical examination;
- Will advise Members that your advice is not a substitute for the advice of a physician after physical examination and that your advice is for informational purposes only;

Additional Expert Representations and Warranties By submitting the Expert registration form, you, the Expert, represent, warrant and agree to the following:

- At all times you, the Expert, will provide correct and accurate representation of skills, degrees, qualifications, background and other information as prompted by any form in Learning Annex, and will maintain and update all such information during the term of this Agreement to keep it true, accurate, current and complete. You will maintain such skills, qualifications and other information, including maintaining your status in good standing as a licensed professional in any jurisdiction, as may be required by that jurisdiction, where you practice your profession. You shall not perform services or offer advice in any jurisdiction where you are not authorized or licensed or in good standing to do so.
- You will not provide any legal or medical advice or other advice or information which may only be lawfully rendered or provided by a licensed professional who has established a physician-patient relationship, attorney-client, or other relationship. You will not provide any medial or legal information unless you are a licensed professional in good standing in the relevant field of expertise and you abide by all relevant laws, rules and regulations, including, without limitation rules of ethics and professional responsibility.
- You will not offer or provide advice, directly or through writings, as to the value of securities or as to the advisability of investing in, purchasing or selling securities or any report or analysis concerning securities. You will not offer advice or provide any product or services related to or claiming success with lottery numbers.
- You will not misrepresent yourself or create a misleading name or listing. The aforementioned is an ongoing affirmative obligation for the Expert to maintain and update on a regular basis.

59. Expert's Conduct:

You, the Expert, will be solely and fully liable for all conduct, services, advice, postings and transmissions that are made under your user name and password. You represent, warrant and declare that while you are using LearningAnnex.com as an Expert, you will act according to the following rules:

- Expert will be solely responsible for the services provided to Members and to the verification of Members' identity and other information delivered to you by Members;
- As a platform where Expert can offer services, Learning Annex is not involved in any transactions between Expert and Members. Learning Annex does not control the accuracy of any postings on the Site or transmissions through it by Members. In addition, Learning Annex cannot and will not make any effort to verify the identity of any of its Members;
- Expert agrees that any information or content that Expert posts or transmits through LearningAnnex.com will not be considered Expert's confidential information, but rather this information, whether personal in nature or not, shall be owned by Learning Annex. Expert further agrees and consents to the Expert's chats or transcripts, being captured in any format, controlled, processed and shared by Learning Annex with third parties as designated solely by Learning Annex;
- Expert grants Learning Annex an unlimited, irrevocable, royalty-free license to use, reproduce, display, edit, copy, transmit, process, control, publicly perform and create derivative works, communicate to the public or any third party any such

information and content on a world-wide basis; Expert will not attempt to provide any service that he or she is not qualified to provide, even if requested so by a Member. Expert will not answer questions from the public board in fields that are not within Expert's fields of expertise;

- Expert will not mislead Members to believe that he or she can provide a service which is outside Expert's fields of expertise;
- All interactions between Expert and Member will be billed through Learning Annex regardless if the interaction is online or offline. Expert agrees to abide by the pricing terms agreed upon with Members while utilizing LearningAnnex.com;
- All contact between experts, consumers and any other users who are introduced through the Learning Annex platform must be conducted only through the Learning Annex platform. Exchange of personal contact information is strictly prohibited. Any exchange of contact information or communication outside of the Learning Annex platform, whether via personal email, phone, in person or any other means, is strictly prohibited and is a violation of this Agreement. In the event Learning Annex suspects or determines any such unauthorized contact, Learning Annex reserves the right to withhold payments, levy fines, and/or suspend or terminate service in its sole and absolute discretion.
- Expert will not take any actions which may undermine, disrupt or manipulate the integrity of the Member feedback (rating) system on the Site. Learning Annex also reserves the right to exclude without explanation any rating that we think may compromise the integrity of the member feedback system;
- Expert will not interfere with or disrupt the LearningAnnex.com site or servers or networks connected to the Site;
- Expert will not attempt to gain unauthorized access to other computer systems or networks connected to the Site, and will not transmit "junk mail", or any unsolicited mass distribution of e-mail or bulletin board postings;
- Expert will not transmit through the Service any unlawful, harassing, libelous, privacy invading, abusive, threatening, defamatory, vulgar, obscene, racist, harmful or otherwise objectionable material of any kind;
- Expert will not disobey or breach this Agreement or any other applicable instructions conveyed by Learning Annex or its officers;
- Expert will not violate any applicable local, state, national or international law, statute, ordinance, rule, regulation or ethical code;
- Expert will not upload, post, e-mail, transmit or otherwise make available: (a) any information or material that infringes a third party right, especially copyright or other intellectual property rights; (b) any third party advertisements, including banner exchange services; (c) software viruses, Trojan horses, worms or any other malicious application or (d) any information or material which may constitute or encourage conduct that is a criminal offense or civil wrong or otherwise violates any applicable law;
- Expert will not impersonate any person or entity, or make any false statement regarding Expert's employment, agency or affiliation with any person or entity;
- Expert will not stalk, threaten or harass Members or other Experts or invade or attempt to invade their privacy;
- Expert will not violate, or aid or abet the violation of, any applicable local, state, national or international law, statute, ordinance, rule, regulation or ethical code;
- Expert will not engage in conduct that is harmful, unethical, fraudulent, deceptive or offensive;
- Expert will not disclose any information that was provided to Expert by a Member and will use his or her best efforts to guard Member's privacy; and
- Expert agrees to comply with all applicable laws regarding use of this Site. Expert may not use this Site to solicit the performance of any illegal activity or other

activity which infringes the rights of Learning Annex or others. Expert agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any other person's use of the Site. Expert may not attempt to gain unauthorized access to any portion or feature of the Site by hacking, password "mining" or other illegitimate method of gaining access to restricted data.

Learning Annex may review the Expert's personal profile and amend any typing or spelling errors. Learning Annex cannot and will not verify or examine the truthfulness or accuracy of the details in the Expert's personal profile, credentials, qualifications, or any of Expert's postings or transmissions. However, Learning Annex may, in its absolute discretion, remove or refuse to post or transmit any content uploaded by the Expert. Without derogating from the above, Learning Annex may remove any content violating this Agreement. The Expert will bear all the risks associated with the uploading and transmitting material utilizing LearningAnnex.com, including reliance on its accuracy, reliability or legality.

60. Expert and Learning Annex Fees

Learning Annex's commission structure (the "Learning Annex Commission") will be as follows: Learning Annex will keep a thirty percent (30%) transaction fee for every service sold on or through the Learning Annex Site. Experts can also earn a revenue share of half of the Learning Annex's transaction fee for sales generated based on and Expert's recommendation; provided, however, that no more than one commission is payable per transaction, and Expert recommendations are subject to Learning Annex's final determination as to what constitutes an appropriate recommendation for the Learning Annex site.

The Learning Annex Commission will be deducted from any Expert Fees or other payment that will be received by Learning Annex and credited to the Expert's account immediately upon receipt of such payment. Within thirty (30) days following the end of each month, Learning Annex will deliver payment to Expert as follows: the Expert Fees actually received by Learning Annex in the prior month less the applicable Learning Annex Commission and applicable tax or withholding taxes (if there is any). However, if the payment to Expert for any given month would be less than \$100, Learning Annex may hold such payment to Expert until the amount due is equal to or exceeds \$100. Learning Annex will send the Expert payment via the postal service in checks drawn from a United States bank or via other payment methods as will become available (e.g. PayPal). Expert alone is responsible for reporting and paying any applicable tax or tariffs levied on him in connection with fees receivable or received due to Expert's participation in LearningAnnex.com.

Notwithstanding the foregoing, Expert authorizes Learning Annex to withhold, in its discretion, payments to Expert of certain amounts paid by Members by credit card until adequate time has passed to ensure that the payment will not be disputed by the paying Member or charged back by such Member's credit card issuer, or, if Learning Annex reasonably believes that fraudulent activity may have occurred in connection with payment, until Learning Annex is able to verify that no such activity has occurred.

Learning Annex's billing system is not error-free, and Learning Annex shall not be liable for any problems, miscalculations or malfunctions in processing Expert Fees or other payments due to the Expert. If the Expert thinks that a mistake has occurred he or she must send his/her complaint to Learning Annex's service department within 30 days of discovery of such mistake. If for any reason the Member has not paid the Expert Fee or has paid but has later charged back such payment, no Expert Fees will be paid to the Expert for that transaction

and if the money has already been sent to the Expert, Expert is required to repay this amount to Learning Annex, and Learning Annex has the right to deduct this amount from the Expert's account or from the following payments to be made from Learning Annex to Expert. For Experts who simultaneously participate as Members, Learning Annex shall be entitled to transfer or set-off payments from an Expert's pending earnings against such Expert's outstanding balance as a Member.

61. User Name and Password

When you, the Expert, create and open an account with Learning Annex, you will be asked to provide a user name and password. You are entirely responsible for maintaining the confidentiality of your password and user name and any other security information related to your account. You will be fully responsible for all activities that occur under your account, user name or password. You may not use the account, username or password of someone else at any time. You will immediately notify Learning Annex of any unauthorized use of your password, user name, e-mail or any other breach of security. Learning Annex encourages Experts to change their password at least once a month.

Learning Annex will not be liable for any loss that you incur as a result of someone else using your account or your password, either with or without your knowledge. You may be held liable for any losses incurred by Learning Annex due to someone else's use of your account or password.

62. Expert Information

Expert does not have to furnish the information required for registration in LearningAnnex.com. However, without that information, Expert will not be able to use Learning Annex's services. Learning Annex Inc. is the sole owner of the information collected on this Site. Learning Annex will not sell, share, or rent this information to others in ways different from what is disclosed in this Agreement. By consenting to this Agreement, you agree and acknowledge that Learning Annex may collect, process, and transfer any information, private or otherwise, so long as Learning Annex does so for the purpose for which it was collected.

In order to use LearningAnnex.com, both Members and Experts must first complete the registration form. During registration, the Expert is requested to furnish contact information, such as name and e-mail address. This information is used to contact the Expert about the services on LearningAnnex.com for which he or she has expressed interest, and is also used as Expert's login information. Expert is encouraged to provide additional personalized information (such as experience and qualifications) and unique identifiers (such as a screen name), so Learning Annex may provide a more personalized experience on the Site. In such case Expert may decide whether he or she wishes to provide such information or not.

The information furnished by the Expert during the registration process will be kept in Learning Annex's database. Learning Annex will use reasonable means to protect the integrity and safety of the database. However, such means are not fault-proof and Learning Annex will therefore not be liable for any direct, indirect, consequential or incidental damage that the Expert may sustain due to unauthorized intrusion to the database. Expert consents to Learning Annex collecting and processing Expert's personal information for normal business use by Learning Annex.

63. Expert and Member Communication

By utilizing LearningAnnex.com Experts and Members can enter into a contract for advice.

Learning Annex does not screen or edit the content of communications between Experts and Members, but Learning Annex may screen, copy, transmit and review all communications conducted by or through LearningAnnex.com for technical support and/or in order to uphold the terms of this Agreement. Such communications are confidential, personal and private unless both the Member and the Expert agree to other distribution. All communications between Experts and Members are NOT encrypted and thus may be subject to unauthorized interception and monitoring. E-mail and phone communications are not encrypted and thus may be more susceptible to unauthorized monitoring.

64. Cookies

Learning Annex makes use of cookies to store information. A cookie is a piece of data stored on the Expert's hard drive containing information about the Expert. For instance, by accepting a cookie by LearningAnnex.com, Expert will not have to enter his or her login information (his or her e-mail and password) every time he or she logs into his or her account, thereby saving time while on LearningAnnex.com. If the Expert rejects the cookie, he or she may still use LearningAnnex.com; however, the Expert will simply have to login each time he or she visits the Site. Cookies can also be used to enable Learning Annex to track and target the interests of Expert in order to enhance his or her experience on LearningAnnex.com. Of course, if the Expert shares his or her computer with others, others may be able, with certain browsers or under certain circumstances, to read the Expert's communications with Members and LearningAnnex.com. If Expert shares a computer with others, Expert should either disable cookies or enable cookies but sign out of Learning Annex when Expert no longer uses the computer or when someone else is going to use that same computer.

65. Learning Annex Use of Data

Learning Annex uses IP addresses to analyze trends, administer the site, track Expert's movements on the site, and gather broad demographic information for aggregate use. IP addresses are also linked to personally identifiable information in order to enhance the Expert's experience when using our site. Learning Annex may also retain any e-mails, letters or other correspondence between Expert and Learning Annex to ensure quality control and the best possible service, although it has no obligation to do so.

Learning Annex may use the information furnished by the Expert, as well as information that it collects regarding use patterns and transactions that are conducted through LearningAnnex.com, in order to improve LearningAnnex.com, to analyze statistical information regarding LearningAnnex.com, and to furnish such statistics to third parties, including advertisers. Information furnished to third parties will not identify the Expert personally.

Learning Annex may from time to time send e-mail advertisements to Expert, whether the material is its own or is commercial information furnished by third parties. Expert is given the opportunity to "opt-out" of having his or her information used for purposes not directly related to LearningAnnex.com at the point where Learning Annex asks for such information.

Learning Annex may use the details of transactions executed through LearningAnnex.com for promotional and informational purposes and publish their details on LearningAnnex.com, provided that such publication will not identify the Expert or Member in any means other than their Screen Name.

Currently, Learning Annex does not share aggregated information with our partners and advertisers, but may do so in the future. This will not be linked to any personal information that can identify any individual person. Learning Annex will use a credit card processing

company to bill users for use of the Learning Annex service. These companies do not retain, share, store or use personally identifiable information for any secondary purpose. Learning Annex reserves the right to partner with another party to provide specific services. When the Expert signs up for these services, Learning Annex will share names, or other contact information that is necessary for the third party to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services or as otherwise specified in the registration process for such services.

Learning Annex may assign, transfer, rent, sell or lease its database, without giving the Expert any prior notice, to any other subsidiary of Learning Annex's holding company, Learning Annex's subsidiaries and, in case of merger or bankruptcy, to the surviving entity after such merger or bankruptcy or to any third party that will ratify Learning Annex's privacy policy. Learning Annex may divulge to a third party personally identifiable information and transaction details according to a judicial writ, demands of governmental authorities, and in any legal proceedings between Learning Annex and the Expert. In addition, Learning Annex may disclose personally identifiable information to the Member or to public authorities to deal with emergency situations or situations where the Expert's safety may be in jeopardy.

66. General

If an Expert wishes to update his or her personally identifiable information, such as a mailing address, or if an Expert no longer desires Learning Annex's service, Learning Annex will endeavor to provide a way to correct, update or opt-out of any of Learning Annex's services. This can usually be done from within the Expert's Learning Annex account, or by e-mailing Customer Support at service@LearningAnnex.com.

If the Expert has any questions about Learning Annex's privacy statement, the practices of LearningAnnex.com or your dealings with Learning Annex, please contact Learning Annex's service department.

67. International Users

Learning Annex makes no claim that the content of the Site is appropriate or may be downloaded outside the United States. If you access the Site from a location outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction regarding online conduct and acceptable content.

68. Links

LearningAnnex.com may contain links to Web sites operated by third parties. Learning Annex has no control over such sites and the information provided in them. Expert acknowledges and agrees that Learning Annex is not responsible for the availability of such third party Web sites and will not be responsible or liable for any content, advertising, products, privacy policy or other materials contained therein. Expert warrants and agrees that Learning Annex will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, products or services available on or through any third party Web sites. Learning Annex encourages Expert to be aware when he or she leaves LearningAnnex.com and to read the privacy statements of each and every Web site that collects personally identifiable information.

69. Syndication Learning Annex may syndicate or otherwise distribute any and all Learning Annex.com content that appears on the Learning Annex Site, and Expert hereby consents to same.

70. Advertisements Learning Annex may include in LearningAnnex.com advertisements on its own behalf or paid advertisements on behalf of interested companies and/or individuals. By clicking on the advertisements, the Expert may be shifted to a Web site of the advertiser or receive other messages, information or offers from the advertiser. Expert acknowledges and agrees that Learning Annex is not liable for the privacy practices of advertisers or the content of their Web sites, information, messages or offers. Expert is wholly liable for all communications with advertisers and for all transactions subsequently executed.

71. Modifications and Termination of LearningAnnex.com Learning Annex reserves the right to modify or discontinue, temporarily or permanently, the services in LearningAnnex.com, with or without notice to Expert. Expert agrees that Learning Annex shall not be liable to Expert or any third party for any modification or discontinuance to LearningAnnex.com's services, or for any losses or damages that may result to Expert or his or her Members from such discontinuation or interruption of service.

Learning Annex's services depend upon different factors such as: software, hardware and communications networks of Learning Annex, its contractors and suppliers. Hence, Learning Annex cannot guarantee that LearningAnnex.com will not be interrupted, or that it will be timely, secure or error-free.

Learning Annex, in its sole discretion and for any reason, may terminate Expert's participation in LearningAnnex.com and refuse any and all current or future use by Expert of LearningAnnex.com.

72. Termination of Account by Expert Expert may terminate their Agreement with Learning Annex at any time by sending a signed notice to Learning Annex via mail or fax. E-mails will not be accepted. Learning Annex shall invalidate Expert's user name and password within thirty (30) days of receiving such notice. Expert may inactivate his or her own account for any desired period of time from within their Learning Annex account. Notwithstanding termination, all obligations of Expert under this Agreement relating to any activity prior to the termination date shall remain in full force and effect.

73. Intellectual Property Learning Annex is the sole owner of all the intellectual property, and in particular the copyright, trademarks, database and patents, in LearningAnnex.com and in any software, application, graphics, text and other materials used therein, including the organization of the materials contained therein.

Expert may not operate robots or spiders to scan LearningAnnex.com's database. Expert may use "deep linking" only to his or her personal Web page within LearningAnnex.com but not to any other part thereof. Expert may not view LearningAnnex.com with a graphic user interface different from the one designed by Learning Annex.

LearningAnnex.com contains copyrighted material, trade secrets and proprietary information owned by Learning Annex. This Agreement does not grant the Expert any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), domain names or any other rights, functions or licenses in respect of LearningAnnex.com. The Expert may not create derivative software based upon any trade

secret, intellectual property or proprietary information of Learning Annex. Furthermore, the Expert may not sub-license, assign or transfer, sell or make any other commercial use of his or her membership in LearningAnnex.com.

The Expert may not adapt or use any trademark or trade name, domain name similar to or likely to be confused with that of Learning Annex's and LearningAnnex.com, or take any other action which infringes or impairs Learning Annex's trademark rights.

Learning Annex shall retain all ownership in and to LearningAnnex.com and all content displayed on the LearningAnnex.com Web site including copies of data transferred or received by Expert on the site.

74. Limited License

Learning Annex grants Expert a nonexclusive, revocable right to use the Site provided that Expert does not copy, modify, create a derivative work of, reverse engineer, disassemble or otherwise attempt to discover any source code, or breach this Agreement.

75. Indemnification

Expert will indemnify, defend and hold harmless Learning Annex, and its employees, representatives, agents and Affiliates against any and all losses, damages, suits, judgments, costs and expenses (including litigation costs and reasonable attorneys' fees) arising out of or in connection with any claim, suit, action, or other proceeding brought against Learning Annex or such party, to the extent that such claim, suit, action or other proceeding is based on or arises from: (a) any breach of any representation, warranty, covenant or agreement to be performed by Expert according to this Agreement; (b) Expert's provision of services to any third party, regardless of whether or not they are Members of the Learning Annex service; or (c) any materials that Expert has posted to LearningAnnex.com and/or any content on Expert's Web site or otherwise provided to Members. Expert represents and warrants that it maintains and will continue to maintain adequate insurance if such insurance is required by any applicable laws or regulations which apply to the provision of services by Expert, including, without limitation, professional liability insurance applicable to the legal and medical professions.

76. Notice

Any notice or other communication to be given hereunder will be in writing and, unless otherwise provided, given by facsimile, postpaid registered or certified mail/return receipt requested, or electronic mail. The date of receipt shall be deemed the date on which such notice is given.

77. No Assignment

Expert shall not assign this Agreement or assign, pledge or mortgage any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior, written consent of Learning Annex. Any purported transfer, assignment or delegation by Expert without the appropriate prior written approval will be null and void and of no force or effect.

78. Modifications to this Agreement

Learning Annex may change this Agreement by posting modifications on the Site. Unless otherwise specified by Learning Annex, all modifications shall be effective upon posting. Therefore, Expert is encouraged to check the terms of this Agreement frequently. By using

the service or Site after the changes become effective, Expert agrees to be bound by such changes to the Agreement. If Expert does not agree to the changes, Expert may terminate access to the Site and participation in Learning Annex's services.

79. Miscellaneous

Nothing in this Agreement shall be construed as making either party the partner, joint venture, agent, legal representative, employer, or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. This Agreement shall be interpreted only in accordance with the laws of the State of New York (excluding any rules governing choice of laws) and any legal proceeding arising out of this Agreement will occur exclusively in courts of New York, N.Y. Expert agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement or the Site must be filed within one (1) year after such claim or cause of action arose or be forever barred. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. This Agreement (and the policies referenced herein and incorporated by reference) constitutes the entire agreement between Learning Annex and Expert with respect to the subject matter hereof, and Expert has not relied upon any promises or representations by Learning Annex with respect to the subject matter except as set forth herein. Experts are prohibited from providing services to Members who live in a country which is prohibited by law, regulation, treaty or administrative act from entering into trade relations with the United States. Such countries include, without limitation, Cuba, Iran, Libya, North Korea, Syria and Sudan. In the event of any conflict between this Agreement and the Member Agreement, this Agreement shall take precedence.

No waiver, concession, extension, representation or any alteration or addition to these Agreement or pursuant hereto will be effective unless made expressly and in writing. The paragraph headings herein are solely for the sake of convenience and will not be applied in the interpretation hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

80. Venues:

While Learning Annex will facilitate Expert's procuring space for a live class through LiquidSpaceExpert and not Learning Annex is responsible for assuring safety and availability

81. Violation:

The Expert may report any violation of this Agreement to Learning Annex's service department.

Updated August 6, 2012