

# Terms of Service

Last updated: 4/16/2016

## 1. Introduction

Please read these Terms of Service ("Terms") carefully before using Inq-ITS and Inq-Blotter websites (<http://www.inqits.com>), any of its subdomains, or any of its associated research platforms (<http://sling.org>), (the "Service", "Services", "Site", "Sites", "Websites", "Website"). The services are wholly owned and operated by Apprendis LLC (<http://www.apprendis.com>; "Company", "us", "our", and "we"). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE. BY ACCESSING OR USING THE SERVICES, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). THESE TERMS APPLY TO ALL VISITORS, USERS, AND OTHERS WHO ACCESS THE SITE.

IF YOU DISAGREE WITH ANY PART OF THE TERMS, THEN YOU MAY NOT ACCESS THE SERVICES.

**USERS UNDER 18 YEARS OF AGE SHALL HAVE PRIOR APPROVAL FROM THEIR PARENT OR LEGAL GUARDIAN, AND/OR SHALL HAVE BEEN AUTHORIZED BY THE APPROPRIATE PERSONNEL WITHIN THEIR SCHOOL OR DISTRICT TO REGISTER FOR USE OF THE SERVICES.**

We reserve the right to suspend, discontinue, delete, modify or remove any content or functionality offered from time to time, without prior notice, without reason or liability, and/or to offer certain content or functionality only in various versions or in selected times, based on our sole discretion. In addition, we may charge users for certain content or functionality which are currently free.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SEE SECTION 13.2) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

## 2. Governing Law

These Terms shall be governed and construed in accordance with the laws of the United States of America, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

### **3. Accounts**

3.1 Account Creation: In order to use certain features of the Site, you must register for an account ("Account") and provide certain information about yourself as prompted by the account registration form. We reserve the right to decide which content and functionalities require registration or will require registration in the future. If you wish to register to use such services, you must enter into a User Agreement with us, and you must continue also to abide by these Terms of Use. When creating an account, you represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. Please note that even though you may terminate your account, your data may still be utilized in ways set forth in our [Privacy Policy](#), which we consider part of these Terms. We may suspend or terminate your Account in accordance with Section 11.

3.2 Account Responsibilities: You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

3.3 Users under 18 years of age: If you are under 18, you may use the services only with authorization and supervision of a parent, legal guardian, or personnel who has authorized use (e.g. your teacher). We reserves the right to refuse service, terminate accounts, remove or edit the Content, or cancel orders in its sole discretion. In case of a conflict between these Terms of Use and the User Agreement, the specific provisions of the User Agreement shall supersede the conflicting term of these Terms of Use.

### **4. License and Service Access**

4.1 License: Subject to these Terms, we grant you a limited non-exclusive, non-sublicensable, non-transferable, revocable license to access and use our services on any of your supported devices, for your own personal, noncommercial use. We grant usage subject to the laws and regulations from which these services are accessed.

4.2 Restrictions: This license does not include any resale or commercial use of the Services or its contents/components, any collection and use of any product or title listings, ratings, or descriptions; any derivative use of the Services or its contents/components; or any use of data mining, robots, or similar data gathering and extraction tools. No portion may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose. You must retain all copyright and other proprietary notices on downloaded and copied materials, and any such downloads or copies are subject to these Terms of Use. You may also not copy, reproduce, distribute, modify, display, prepare derivative works based on, republish, transmit, repost or otherwise use this Service's content/components without prior written authorization. You may not use any metatags or any other "hidden text" utilizing Appendis' or any of its affiliates' trademarks and/or logos without expressed written consent. Any unauthorized use automatically terminates any permission or license granted.

Notwithstanding the above, any documents generated as part of the core, intended functionality of the services and website such as teacher guides, support manuals, student lists, student reports, student labs, and class reports may be printed or downloaded, as applicable, solely for your personal use or for non-commercial educational purposes. Note that such downloads may contain personally identifiable information intended only to be accessed by the users with requisite permission to do so. IT IS THE USER'S RESPONSIBILITY TO TAKE ALL PRECAUTIONS FOR GUARDING ALL MATERIALS CONTAINING PERSONALLY IDENTIFIABLE INFORMATION GENERATED BY THE SERVICES. APPRENDIS AND ITS AFFILIATES WILL NOT BE HELD RESPONSIBLE FOR ANY INFRINGEMENT OR INFRACTION OF PRIVACY FROM DOWNLOADED AND/OR SHARED MATERIALS, ON PHYSICAL HARD COPY OR VIRTUAL COPY.

## 5. Your Privacy and Your Data

Inq-ITS and Inq-Blotter are educational technology services that promote students' learning of science and help educators monitor their students' performance and track their growth. To make these services possible, we collect and store various kinds of user data.

We have established a comprehensive [Privacy Policy](#) to describe how we use these data to improve your experience and to support education research. We do not freely distribute, or sell your personally identifiable information. Please read our [Privacy Policy](#), which is considered part of our Terms of Service, to learn more about our commitment to the privacy of our users and protection of your data.

## 6. User Content

6.1 Definition: "User Content" means any and all information and content that a user submits to, uses with, or shared with you from another user (e.g. a student) from the Site/Services (e.g., content in the user's profile, postings, student-submitted labs). Examples of user content include, but are not limited to: student lists, student reports, student created content (e.g. lab performances, text, answers to questions), student and class raw performance data, and class reports. You are solely responsible for your User Content, and the User Content for which you may have access (e.g. student work). You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (Section 7). You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Company. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Company is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. User content does not represent the advice, views, opinions or beliefs of Company.

6.2 License: You hereby grant (and you represent and warrant that you have the right to grant) to us an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content and User Content that you manage (e.g. student work), and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the

Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

6.3 Enforcement: We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy (Section 7) or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 11, and/or reporting you to law enforcement authorities.

6.4 Feedback: If you provide Company with any feedback or suggestions regarding the Site (“Feedback”), you hereby assign to us all rights in such Feedback and agree that we shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. We will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

6.5 Inappropriate content: If you find any inappropriate content on any of the Websites or during your use of the Content, we encourage you to report such inappropriate content to: [info@inqits.com](mailto:info@inqits.com).

## 7. Acceptable Use

As a condition of your use of these services, **you warrant that you will not:**

- Use or interfere with the services for any purpose that is prohibited by any law or regulation or to facilitate the violation of any law or regulation;
- Use the services for any purpose that is prohibited by these Terms (including but not limited to any use that infringes another's copyright rights);
- Use, disrupt, or interfere with the services in any manner that could damage, disable, overburden, or impair the services/sites (servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks), or the owners or their affiliates;
- Collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, fraudulent, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party; (v) that is any trade secret of any third party; (vi) or any advertisements, solicitations, chain letters, junk mail, spam, pyramid schemes, investment opportunities or other unsolicited commercial communication.
- Use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Remove any copyright, trademark or other proprietary rights notices contained in the Site or the materials on the Site;
- Harass other users;

- Restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Not to download (other than as necessary for page viewing) or modify the websites/services, or any portion them, except with our express written consent.
- Use or attempt to use any "deep link," "scraper," "robot," "bot," "spider," "data mining," "computer code" or any other automated device, program, tool; algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of these webpages, any data or content found on or accessed through these webpages, or any other information without prior written consent;
- Obtain or attempt to obtain through any means any materials or information on these webpages that have not been intentionally made available either by their display on these pages or through their accessibility by a visible link on these webpages violate any measure employed to limit or prevent access to these web pages or their content; or
- Violate the security of these webpages or attempt to gain unauthorized access to the Site, web pages, data, materials, information, computer systems or networks connected to any server of these web pages, through hacking, password mining or any other means interfere or attempt to interfere with the proper working of these webpages or any activities conducted on or through these web pages, including accessing any data, content or other information prior to the time that it is intended to be available to the public on these webpages.
- Frame or utilize framing techniques or caches to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) associated with the services or the website without our express written consent.
- Upload for purposes of advertising or solicitation to buy or sell any products or services through the Websites or for creating, sharing and sending unsolicited commercial messages.
- Use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).
- Use the Site to harvest, collect, gather or assemble, via any means, information or data (other than User Content shared explicitly with you; see Section 6.1) regarding other users, including e-mail addresses, without their consent.

We reserve the right to take legal action against users who abuse the Websites for transmitting, posting or sending unsolicited commercial messages, including, but not limited to, removing or modifying any postings, unauthorized commercial advertisements, affiliate links, and other forms of solicitation, in its discretion without notice, suspending any or all use of the Websites or terminating the user's account.

Any unauthorized use of the services or websites automatically terminates your permission or license to use them.

## **7. Indemnification**

You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. We may deduct its costs of obtaining any recovery from the amount of the recovery (including, without limitation, reasonable attorneys' fees and all other costs).

## **8. Third-Party Links & Ads; Third-Party Services; Other Users**

**8.1 Third-Party Links & Ads:** The Site may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "Third-Party Links & Ads"). Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

**8.2 Third-Party Services:** Our Services may contain links to third-party web sites or services that are not owned or controlled by Apprendis. We have no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

**8.3 Other Users:** Each Site user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Site users are solely between you and such users. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

**8.4 Release:** You hereby release and forever discharge the Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of

every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads or Third-Party Services). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

## 9. Disclaimers

We attempt to provide accurate descriptions of the services. However, we do not warrant that product descriptions or other parts of the services are accurate, complete, reliable, current, or error-free. If Content within the services is materially misrepresented, your sole remedy is to cease use of that Content and to notify us of the purported error.

*For our trial users and research partner users:* THE SITE, THE MATERIALS ON THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Specifically and without limitation, APPRENDIS AND ITS AFFILIATES, LICENSORS, SUPPLIERS, SPONSORS AND AGENTS DO NOT WARRANT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THAT THE CONTENT ON THE SITE IS ENTIRELY CORRECT, ACCURATE, UP-TO-DATE, OR RELIABLE; THAT DEFECTS WILL BE CORRECTED; THAT THE SITE, THE SERVER(S) ON WHICH THE SITE IS HOSTED OR SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE SITE WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE IS ENTIRELY AT YOUR OWN RISK. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. NEITHER APPRENDIS NOR ANY OF OUR AFFILIATES, LICENSORS, SPONSORS, OR AGENTS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR MATERIALS CONTAINED ON THE SITE, OR ANY LINKED SITE, INCLUDING WITHOUT LIMITATION ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY AUTHORIZED OR UNAUTHORIZED USER, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, MATERIALS OR ANY LINKED SITE IS TO STOP USING THE SITE, MATERIALS OR LINKED SITE, AS APPLICABLE. You agree to indemnify and hold Apprendis and its affiliates

harmless from all claims, demands, and damages (whether actual or consequential), including reasonable attorney's fees, arising from or related to your use of this site, your violation of these Terms or any applicable laws or regulations, or your violation of any rights of another.

*For our subscribed users:* THE SITE, THE MATERIALS ON THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE ARE PROVIDED "AS IS" ACCORDING TO THE TERMS AND CONDITIONS SET FORTH BY THE SIGNED CUSTOMER SERVICE AGREEMENT BETWEEN APPRENDIS AND YOU AND/OR YOUR REPRESENTATIVE(S). THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO APPRENDIS AND/OR ITS AFFILIATES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE.

## **10. Limitation on Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS OR AFFILIATES) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **11. Term and Termination**

Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site (including your Account) at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Section 4.2, and Sections 5 through 13.

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which



by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **12. Copyright Policy**

We respect the intellectual property of others and asks that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Site who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with a written notification and allegation of copyright infringement.

In accordance with the Digital Millennium Copyright Act and other applicable laws, we may terminate accounts and/or pursuing other remedies, at our sole discretion, if we suspect that the account holder has infringed our intellectual property rights or any third party.

## **13. General**

13.1 Changes: These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

13.2 Dispute Resolution: ***Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.***

- (a) *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.
- (b) *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: 95 Prescott St., Worcester, Massachusetts 01609. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
- (c) *Arbitration Rules.* Arbitration shall be initiated through the American Arbitration Association (“**AAA**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (“**Arbitration Rules**”) governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that the Company made to you prior to the initiation of arbitration, the Company will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.
- (d) *Additional Rules for Non-Appearance Based Arbitration.* If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The

arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

- (e) *Time Limits.* If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.
- (f) *Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.
- (g) *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- (h) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
- (i) *Confidentiality.* All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- (j) *Severability.* If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
- (k) *Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- (l) *Survival of Agreement.* This Arbitration Agreement will survive the termination of your relationship with Company.
- (m) *Small Claims Court.* Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court.
- (n) *Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

- (o) *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
- (p) *Courts.* In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Worcester County, Massachusetts, for such purpose

13.3 Export: The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

13.4 Disclosures: Company is located at the address in Section 10.8. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

13.5 Electronic Communications: The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

13.6 Entire Terms: These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

13.7 Copyright/Trademark Information: Copyright © 2016 Apprendis LLC. All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

13.8 Waiver: Any waiver of any provision of the Terms of Use will be effective only if in writing and signed by the waiving party.

13.9: Changes: You agree to check our Terms of Use periodically for new information and terms that govern your use of the Services. We reserve the right to make changes to the Services, our policies, and these Terms of Use at any time. Posting the modified Terms of Use or Privacy Policy on the Websites will give effect to the revised terms. Your continued use of the Websites and/or the Content indicates your acceptance of any revised terms. If you do not agree to the revised terms, please refrain from using the Services and/or leave. If any of the terms or conditions in these Terms of Use shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

13.10 Contact Information:

Apprendis  
95 Prescott St.  
Worcester, Massachusetts 01609  
Email: [info@ingits.com](mailto:info@ingits.com)