

VillageED.org Terms and Conditions

We welcome you! It is our pleasure to provide the VillageED Plans described below for your personal use in accordance with this Subscriber Agreement (herein, the “Agreement”). PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT GOVERNS ELIGIBILITY FOR AND USE OF THE PLANS.

Villageed.org is a service run by VillageED Community Foundation located at 3016 E Colorado Blvd, #70652, Pasadena CA. VillageEd is referred to in this Agreement as “we”, “us” and “our”. The “Plans” include the VillageED website, application, video player and related software, associated content and other Plans.

Use of the Plans is subject to compliance with this Agreement. By accessing or using the Plans (including by visiting the VillageED site or by downloading or launching the VillageED application), you accept and agree to this Agreement. For clarity, it may be necessary to agree to additional terms and conditions to continue use of the Plans. Unless otherwise provided by these additional terms and conditions, they are hereby incorporated into this Agreement. If you do not agree to this Agreement, you may not use the Plans.

We may amend this Agreement. Any such amendment will be effective thirty (30) days following either our dispatch of a notice to you or our posting of the amendment on the Plans. If you do not agree to any change to this Agreement, you must discontinue using the Plans. Our customer service representatives are not authorized to modify any provision of this Agreement, either verbally or in writing.

ANY DISPUTE BETWEEN YOU AND US, EXCEPT FOR SMALL CLAIMS, IS SUBJECT TO A CLASS ACTION WAIVER AND MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISION IN THIS AGREEMENT AS IT AFFECTS YOUR RIGHTS UNDER THIS CONTRACT.

1. USER ELIGIBILITY AND REGISTRATION

a. Eligibility and Age Limitations. Residents (aged 13 and above) of any country are eligible to register for a VillageED account. If you are under the

age of 18, you are not permitted to register for a VillageED account without consent of your parent. If you are at least 13 and under 18 years of age (or under the applicable age of majority in your state or territory of residence), you may register for a VillageED account, but only if you have the consent of your parent or guardian, including consent to this Agreement on your behalf, and for clarity, you may only modify an account with the consent of your parent or guardian. Please note that age requirements for purchase of and access to certain Plans may vary. The Plans are provided to individuals for their personal, noncommercial use only. Companies, commercial establishments, associations and other groups may not register for a VillageED account or use the Plans.

b. Registration and Access. Only individuals that have registered for a VillageED account, provide certain information (e.g., a valid email address), and agree to this Agreement are eligible to use the relevant Plans. You are solely responsible for maintaining the confidentiality and security of your username and password and for all activities that occur on or through your VillageED account. However, if you allow others to access your VillageED account, this Agreement, as well any specific consents you may have provided to us, also applies to their access, use, and disclosure of information. You agree to immediately notify us of any unauthorized access to your VillageED account. We will not be responsible for any losses arising from the unauthorized use of your VillageED account.

c. Notices. Any notices we deliver to you may be made as follows: (i) by email to the last email address provided by you or (ii) by posting a notice on the Plans. For clarity, you consent to receive electronic communications from the Plans you subscribe to and further agree that any notices, agreements, disclosures, and other communications that we send to you electronically will satisfy any applicable legal notification requirements. You agree to provide and maintain accurate, current and complete information, including your contact information for notices and other communications from us. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide.

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2. SUBSCRIPTION TERMS

a. Service Tier and Other Offerings. When purchasing your subscription to the Plans or plans, you may be presented with different plans or options (each a “Service Tier”). Different Service Tiers or other offerings, such as Add-ons or bundled Plans may be subject to differences in pricing, usage rules, eligibility, restrictions, features, and device availability.

b. Subscription Billing and Auto-Renewal. Your subscription to the Plans includes enrollment into an ongoing/recurring payment plan. Your subscription will automatically renew at the end of the disclosed billing period, unless cancelled in accordance with the instructions for cancellation below. Payment will be charged to your chosen payment method at confirmation of purchase and at the start of every new billing period, unless cancelled. When you provide a payment method, we will attempt to verify the information you entered by processing an authorization hold. We do not charge you in connection with this authorization hold, but your available balance or credit limit may be reduced. Your “billing period” is the interval of time between each recurring billing date and corresponds to the term of your subscription. For purposes of this Agreement, a “day” or “date” begins at 12:00 a.m. Eastern time and ends at 11:59 p.m. pacific standard time of that same calendar day. Where applicable, charges for one or more Plans may be prorated for any partial month of service. To see your next recurring billing date, log in to your account and view your account details. You acknowledge that the timing of when you are billed may vary, including if your subscription began on a day not contained in a given month (e.g. if you have a monthly subscription and became a paying subscriber on January 31, your payment method would be billed next on February 28), due to free trials and other promotional offers, gift card redemptions, credits applied, or changes in your subscription or payment method. We may also offer you the ability to pause your subscription for a specified period of time. If you do not cancel before the end of the pause period, billing will resume automatically. We reserve the right to change our pricing. In the event of a price change, we will attempt to notify you in advance of the change by sending an email to the email address you have registered for your account. If you do not wish to accept a price change, you may cancel your subscription in accordance with the instructions included in that email and below. If you do not timely cancel your subscription, your

subscription will be renewed at the price in effect at the time of the renewal, without any additional action by you, and you authorize us to charge your payment method for these amounts. We will not be able to notify you of any changes in applicable taxes. You are responsible for all third-party Internet access charges and taxes in connection with your use of the Plans. Please check with your Internet provider for information on possible Internet data usage charges.

c. Free Trials and Promotions. Your subscription to the Plans may begin with a free trial. Availability of a free trial is not guaranteed and, if one is available, is only available on the specified terms of the free trial. Eligibility for free trials may vary based on factors including the Service Tier selected, how recently you redeemed a free trial, and whether the Service Tier is part of a combined offering. Certain limitations may also exist with respect to combining free trials with any other offers. Your first payment will be charged to your chosen payment method immediately following the free trial, unless cancelled in accordance with the instructions for cancellation below. You can cancel your subscription at any time before the end of your free trial. We provide notice of the terms of the free trial at the time you register and you will not receive a separate notice that your free trial is about to end or has ended, or that your paid subscription has begun, unless required by law in particular jurisdictions or instances. We may also offer, in our sole discretion, promotions (e.g., a promotional price, bundled subscription, device-specific offer or gift card) subject to promotional terms disclosed during your sign-up or in other materials provided to you. We will begin billing the same payment method we otherwise have on-file for your subscription at the then-current, non-promotional price after your promotion ends unless you cancel prior to the end of your promotion or unless otherwise disclosed.

d. Cancellation and Refund Policy. You can cancel your subscription at any time before the end of the current billing period, free trial or promotion. Cancellation will take effect at the end of the current billing period unless otherwise disclosed. If you cancel, you will continue to have access to the Service through the end of your current billing period, unless you are subscribed through a free trial, promotional code or other credit, in which case cancellation may be effective immediately. If you modify your subscription to switch from one Service to another Service during your billing period, you may not have continued access to your original Service. You must cancel your subscription prior to 11:59 p.m. pacific time on the day before your next recurring billing date in order to avoid being charged for the next billing period.

We do not refund or credit for partially used billing periods, although we may provide such refunds or credits on a case-by-case basis in our sole and absolute discretion. If you cancel, including if you switch your billing to a third-party, you will forfeit any service, referral, or redeemed gift card credits. To cancel your subscription to the Plans, log into your VillageED account and follow the instructions on your account page.

f. Payment Details. We will keep your detailed payment information, such as credit card number and expiry date, on file. In the event your account or subscriptions are configured so that you receive separate bills relating to the bundled Plans, we may consolidate such bills to reduce the number of separate charges you receive. You are responsible for keeping your payment details up-to-date by changing the details in your account settings. Where your details change or are due to expire, we may obtain or receive from your payment provider updated payment details including your card number, expiry date and O/V (or equivalent). This enables us to continue to provide you access to the Plans. You authorize us to continue to charge your card using the updated information. In the event of a failed attempt to charge to your payment method (e.g. if your payment method has expired), we reserve the right to retry billing your payment method. If a payment is not successfully authorized due to expiration, insufficient funds, or otherwise, we may suspend or terminate your subscription. You will remain responsible for any amounts you fail to pay in connection with your subscription, including collection costs, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs. You also agree that we may charge your payment method on file if you decide to restart your VillageED subscription.

g. Subscriptions Obtained Through Third Parties. If you obtain a VillageED subscription via a third party (e.g., an app store), that subscription is also subject to the third party's terms, and the provisions in this Agreement concerning subscription purchase, billing, cancellation/refunds, and payment do not apply to that subscription to the extent this Agreement conflicts with the applicable third party's terms regarding subscription purchase, billing, cancellation/refunds and payments. For subscriptions obtained via a third party, your billing relationship will be directly with the applicable third party. Any fees charged for your subscription to the Plans will be billed by the applicable third party using the payment information you have provided to such third party. To cancel a subscription to the Plans obtained via a third party, please follow the cancellation instructions set out by the applicable third

party. You can visit our Help Center for instructions on how to cancel a subscription to the Plans obtained via a third party.

h. Bundled Subscription Options. We may offer a VillageED subscription bundled with other subscription Plans, including subscriptions to third-party products and Plans. Notice of the terms of the bundled subscription options will be provided to you at the time you register. Third-party subscriptions, products, and Plans are governed by terms of use issued by those third parties.

m. Linked Destinations and Advertising. If we provide links or pointers to other websites or destinations, you should not infer or assume that we operate, control, or are otherwise connected with these other websites or destinations. When you click on a link within the Plans, we will not warn you that you have left the Plans and are subject to the terms and conditions (including privacy policies) of another website or destination. This Agreement does not govern your use of another website or destination.

We are not responsible for the content or practices of any website or destination other than the VillageED site, even if it links to the VillageED site and even if the website or destination is operated by a company affiliated or otherwise connected with VillageED. By using the Plans, you acknowledge and agree that we are not responsible or liable to you for any content or other materials hosted and served from any website or destination other than the VillageED site.

n. Third Party Ads and Plans. We take no responsibility for and do not endorse any third-party advertisements or any third-party material posted where the Plans are available, nor do we take any responsibility for the products or Plans provided by advertisers. Any dealings you have with advertisers while using the Plans, including through engaging with interactive advertisements, are between you and the advertiser, and you agree that we are not liable for any loss or claim that you may have against an advertiser. If you provide any confidential or personal information or engage in any transaction through an advertisement, we are not responsible for such information or transaction and we encourage you to read the terms of use and privacy policy of the advertiser or other party collecting such information or engaging in such transaction.

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3. COPYRIGHT LICENSE GRANT AND RESTRICTIONS

a. License. Within the United States and subject to the terms and conditions in this Agreement, we grant you a limited, personal use, non-transferable, non-assignable, revocable, non-exclusive and non-sublicensable right to do the following:

- i. Install and make non-commercial, personal use of the Plans; and
- ii. stream or temporarily download copyrighted materials, that are available to you from the Plans.

This is a license agreement and not an agreement for sale or assignment of any rights in the Content or the Plans. The purchase of a license to stream or temporarily download any Content does not create an ownership interest in such Content. Such Content, including the copyrights, trademarks, service marks, trade names, trade dress and other intellectual property rights in the Content, are owned by VillageED Communications, its affiliates and/or other licensors, and is protected by the copyright laws of the United States, as well as other intellectual property laws and treaties.

b. Restrictions on Your Use of the Content. You agree that as a condition of your license, you may not and agree not to:

- i. circumvent or disable any content protection system or digital rights management technology used in connection with the Plans to control access to the Content;
- ii. copy the Content (except as expressly permitted by this Agreement);
- iii. rebroadcast, transmit or perform the Content available via the Plans;
- iv. create derivative works of the Content; or
- v. allow third parties to violate the above restrictions.

c. Restrictions on Your Use of the Plans. You agree that as a condition of your license, you may not and agree not to:

- i. move, decompile, reverse-engineer, disassemble, or otherwise reduce to human-readable form the Plans and/or the video player(s), underlying

technology, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the video player(s);

- ii. modify the Plans, including, but not limited to, by removing identification, copyright or other proprietary notices from the Content or the Plans;
- iii. access or use the Plans in a manner that suggests an association with our products, Plans or brands;
- iv. use the Plans for any commercial or business related use or in any commercial establishment or area open to the public (e.g., lobby, bar, restaurant, diner, stadium, casino, club, cafe, theater, etc.) or build a business utilizing the Content or Plans, whether or not for profit;
- v. create derivative works of any components of the Plans owned by VillageED Communications, any updates, or any part thereof, except as and only to the extent that any foregoing restriction is prohibited by applicable law;
- vi. bypass, modify, defeat, tamper with or circumvent any of the functions or protections of the Plans, including using any technology or technique to obscure or disguise your location when you are accessing the Plans;
- vii. index, frame, embed or link to the Plans in a manner not authorized by us, or to collect information about users for the purpose of sending, facilitating, or encouraging unsolicited bulk or other communications;
- viii. access, monitor or copy, or permit another person or entity to access, monitor or copy, any element of the Plans using a robot, spider, scraper or other automated means or manual process without our express written permission;
- ix. remove, modify, disable, block, obscure or otherwise impair any advertising in connection with the Plans;
- x. damage, disable, overburden or impair the Plans, including by introducing viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- xi. use the Plans in any unlawful manner (whether criminal or civil), for any unlawful purpose, or in any manner inconsistent with this Agreement, including in a manner that would violate our Privacy Policy or the rights of any third parties or otherwise interfere with any other person's use and enjoyment of the Plans;

- xii. share your login credentials with third parties; or
- xiii. otherwise allow or encourage third parties to violate the above restrictions.

d. Violations. Any attempt to perform any of the restrictions listed in Sections 3(b) and 3(c) above is a violation of the rights of VillageED and the copyright holder.

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4. USAGE TERMS

a. Compatible Devices and Software. Use of the Plans requires compatible devices, and certain software may require periodic updates, and your use of the Plans may be affected by the performance of these elements. You can access the Content with almost any Internet-connected computer or through the VillageED application available for certain mobile or other devices (Internet connection required) (each, a “Compatible Device”). Additionally, certain components of the Plans or your Service Tier(s) may only be compatible with a subset of Compatible Devices or require download of certain software, even if other aspects of the Plans can be accessed on any Compatible Device. For specifics concerning supported devices, operating systems, web browsers and optimal streaming support please visit our Help Center. You can add a Compatible Device to your VillageED account by downloading the VillageED application to the Compatible Device and by signing into your VillageED account through the application.

b. Internet Connection. You must have a high speed Internet connection in order to access and use certain aspects of the Plans.

c. Streaming Content. The Content can be streamed through the Plans over an active Internet connection. The number of concurrent streams available for use may be subject to limitations by Service Tier, and such limitations may change from time to time at our discretion and may require device and account verification. Please visit our Help Center for more information on the number of concurrent streams permitted based on your Service Tier.

d. Downloading Content. The Content may be available for temporary download for offline viewing on certain Compatible Devices based on your

Service Tier. The number of temporary downloads available for Compatible Devices, and the length of time that certain temporary downloads remain available to you for offline viewing, may be subject to limitations by Service Tier, and such limitations may change from time to time at our discretion. Please visit our Help Center for more information on the limitations on temporary downloads that apply based on your Service Plan.

e. Content Availability. Some Plans may not be available to subscribers outside of the United States, and the content that we make available may be limited by law or by the rights that certain of our third-party content providers grant to us. The periods during which you can view each piece of Content will vary based on the rights availability of such Content and the terms of your subscription. Access to the Plans from locations where we do not have rights, that are not offered on your Service Tier, or where we do not make the Plans available is prohibited. Certain Content available through the Plans may not be available in all territories within the United States. Certain live Content, including sporting events, may be unavailable due to your location, blackouts, or device-specific restrictions set by sports leagues and other parties that control Content rights. You may be required to enable location access on your device in order to access certain Content.

h. Future Unavailability. It is possible that the Plans and/or some or all Content may not be available for streaming or downloading at any given time including (i) during any maintenance or update periods; (ii) any power or server outages; (iii) as a result of war, riots, strikes, social unrest; or (iv) as a result of other matters beyond the control of us or third parties. We will take reasonable efforts to provide you with as much prior notice as possible; however, we shall have no liability to you in such event. There may be times when we have to remove certain features or functionality and/or devices or platforms from being able to access the Plans. We will do our best to let you know of any of these changes, usage rules and restrictions, but you acknowledge that we may do so in our sole discretion at any time without notice. You also agree that we will not be liable to you for any modification, suspension or discontinuance of the Plans, although if you are a subscriber and we suspend or discontinue your subscription to the Plans, we may, in our sole discretion, provide you with a credit, refund, discount or other form of consideration. However, if we terminate your account or suspend or discontinue your access to the Plans due to your violation of this Agreement, then you will not be eligible for any such credit, refund, discount or other consideration.

i. Promotional and Experimental Features. In our continued assessment of the Plans, we may from time to time, with respect to any or all of our users, experiment or otherwise offer certain features or other elements of the Plans, including promotions, features, advertisements, user interfaces, plans and pricing. You acknowledge that these are implemented in our sole discretion, may be subject to additional terms, and may not apply to every subscriber.

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5. USE AND SHARING OF CERTAIN INFORMATION

For more information about our collection, use, and sharing of your information, please refer to our Privacy Policy, which can be found at <https://villageed.org/privacy> and is incorporated herein by reference.

We reserve the right to, and you agree that we may, release your details to system administrators at other sites and to law enforcement agencies in order to assist them in resolving security incidents and violations of law.

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6. SUSPENSION AND TERMINATION

You agree that we may, in our sole discretion and without notice or liability to you, restrict, suspend, or terminate your access to part or all of the Plans, and to any Content if we believe you are using or have used the Plans in violation of this Agreement or applicable law or regulations or in any manner other than for their intended purpose and in accordance with all other guidelines and requirements applicable thereto. Without limiting the foregoing, we may restrict or suspend your access to your VillageED account for cause, which cause includes but is not limited to (a) requests from law enforcement or other government authorities, (b) unexpected technical issues or problems, or (c) if we reasonably believe that your VillageED account has been created fraudulently, your VillageED account has been accessed fraudulently, or anyone uses your VillageED account to commit fraud or for any purpose other than its intended purpose and in accordance with all of the requirements applicable thereto. We also reserve the right, but are not required, to

terminate any VillageED account that remains inactive for an extended period of time, e.g., more than one year (failure to log in to your VillageED account will constitute inactivity for purposes of this Agreement).

You agree that we will not be liable to you or to any third party for any such restriction, suspension, or termination of your access to your VillageED account or the Content.

We also reserve the right to take appropriate legal action against you for violating intellectual property rights, fraud, or similar grounds for termination.

Our decision to delay exercising or enforcing any right or remedy under this Agreement will not constitute a waiver of such right or remedy with respect to any party.

UPON TERMINATION OF YOUR VILLAGEED ACCOUNT, WHETHER TERMINATED BASED ON OUR DETERMINATION OR AT YOUR REQUEST (OTHER THAN A CANCELLATION OF YOUR SUBSCRIPTION, IN WHICH CASE YOUR SUBSCRIPTION WILL CONTINUE TO THE END OF THE BILLING PERIOD), YOU WILL LOSE THE RIGHT TO ACCESS STREAMED OR DOWNLOADED CONTENT THROUGH THE PLANS.

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7. BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT.

There may be instances in which disputes arise between you and VillageED. YOU AND VILLAGEED AGREE THAT PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS.

Neither you nor VillageED will seek to have a dispute heard as a class action or private attorney general action or in any other proceeding in which either party acts or proposes to act in a representative capacity. You and we agree not to, and expressly waive any right to, file a class action or seek relief on a

class basis. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitrations or proceedings.

You and VillageED agree to arbitrate, as provided below, all disputes between you and us (including any related disputes involving VillageED or its affiliates), that are not resolved informally, except disputes relating to the ownership or enforcement of intellectual property rights. "Dispute" includes any dispute, action, or other controversy, whether based on past, present, or future events, between you and us concerning the Plans or this Agreement, whether in contract, tort, warranty, statute, regulation, or other legal or equitable basis. You and VillageED empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or the formation of this contract, including, without limitation the arbitrability of any dispute, and any claim that all or any part of this Agreement are void or voidable.

a. In the event of a dispute, you and VillageED agree to attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve a Dispute informally. The claiming party must send to the other party a notice of dispute, which is a written statement that sets forth the name, address, and contact information of the party giving the notice, detailed factual information sufficient to evaluate the merits of the claiming party's individualized claim, and the specific relief sought, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages. You must send any notice of dispute to VillageED Communications, 215 N Marengo Ave, Suite 202, Pasadena, CA 91101. ATTN: Legal Department. We will send any notice of dispute to you at the contact information we have for you.

b. You and VillageED will attempt to resolve a dispute through informal negotiation within sixty (60) days beginning from the date the notice of dispute is sent. This informal negotiation requires an individual meet-and-confer in person, telephonically, or via videoconference that addresses only the dispute between you and us. If you are represented by counsel, your counsel may participate in the conference, but you will also need to individually participate. VillageED will participate in the conference through one or more representatives, which may include our counsel. After the end of the sixty (60) day informal negotiation period and not before, and only after the completion of the dispute resolution conference with respect to a claim, you or we may

commence an arbitration proceeding regarding that claim. Alternatively, you may litigate a dispute in small claims court immediately if the dispute meets the requirements to be heard in small claims court and you proceed only on an individual basis, whether or not you first negotiated informally or completed a dispute resolution conference. However, nothing in this paragraph is intended to prohibit the parties from engaging in informal communications to resolve the initiating party's claims before, during, or after any dispute resolution conference or filing in small claims court.

c. If you, on one hand, and VillageED, on the other, do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be resolved by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act. YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY. Arbitration will be administered by JAMS Mediation, Arbitration and ADR Plans ("JAMS") in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "JAMS Rules"). The JAMS Rules and instructions about how to initiate an arbitration are available at www.jamsadr.com or 1-800-352-5267.

Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in Los Angeles County, California; provided, however, that if you can demonstrate that arbitration in Los Angeles County would create an undue burden to you, JAMS may hold an in-person hearing in your hometown area. You and VillageED agree to submit to the exclusive jurisdiction of the federal or state courts located in Los Angeles County, California, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual claim.

In accordance with the JAMS Rules, the party initiating the arbitration (either you or VillageED) is responsible for paying the filing fee. If the arbitrator issues you an award of damages and: (a) that award is greater than the amount of our last written settlement offer; or (b) if we did not make a settlement offer, then we will pay for any JAMS Case Management Fees and all professional fees for the arbitrator's Plans, and will reimburse you for the

filing fees you incurred in connection with the arbitration. However, if the arbitrator finds that either the substance of your claim or the relief sought in your claim was frivolous or was brought for an improper purpose (as measured by the standards described in Federal Rule of Civil Procedure 11(b)), to the extent permitted by law, we will have the right to seek recovery of any JAMS Case Management Fees and all professional fees for the arbitrator's Plans that we incurred in connection with the arbitration. You would have the same right.

Except as provided above with respect to jurisdiction in Los Angeles County, California, nothing in this arbitration agreement shall be construed as consent by VillageED or its affiliates to the jurisdiction of any other court with regard to disputes, claims or controversies unrelated to the Plans or this Agreement.

If you have questions or concerns about the meaning of any provision of this arbitration agreement, please feel free to seek the counsel of an attorney. We thank you for understanding why it is important that we agree on the process for addressing disputes.

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8. ADDITIONAL PROVISIONS

a. We aspire for the Plans to provide exceptional sources of special education support for you and your family. You understand and agree that the Content you receive through the Plans is intended for informational purposes only; it does not constitute legal, financial, professional, medical or healthcare advice or diagnosis and cannot be used for such purposes.

b. Content Subjectivity. We strive to provide a variety of Content for our diverse group of users . The Content tends to elicit varying reactions among different people. You may come across Content that you find offensive, indecent, explicit or objectionable. Also, content ratings, types, genres, categories, and/or descriptions are provided as suggestions to help with navigation and for informational purposes. We do not guarantee that you will agree with them. You acknowledge these risks and your responsibility for making your own choices regarding what Content is appropriate for your family.

c. Photo sensitivities. The Content may contain some flashing lights sequences or patterns which may affect users who are susceptible to photosensitive epilepsy or other photo sensitivities. Additionally, 4K UHD HOR content versions enable greater brightness and color saturation, which may also affect users.

d. Content Quality. We use various technologies to provide you with an optimal viewing experience. For example, HD and 4K Ultra HD quality is available for certain Content. That said, the playback quality of Content, including resolution, may be affected by the format of the Content, your location, the speed, bandwidth and specific terms of your Internet service, and the devices and/or equipment used, among other factors. The time it takes you to begin viewing Content will vary based on a number of factors, including your location, Internet bandwidth, the number of devices simultaneously connecting to the same network, the Content you have selected, and the configuration of the device you are using. As a result, we are unable to make any warranties about the Content in these respects.

e. Third-Party Plans and Content. The Plans may integrate, be integrated into, or be provided in connection with third-party Plans and content. We do not control those third-party Plans and content. You should read the terms of use, agreements and privacy policies that apply to such third-party Plans and content. If you access the Plans using a third-party service or device (for example, an Apple iOS, Android or Microsoft Windows-powered device) then Apple Inc., Google, Inc. or Microsoft Corporation, respectively, or another such company that offers a third-party service or device, shall be a third-party beneficiary to this contract. However, these third-party beneficiaries are not parties to this contract. You agree that your access to the Plans using these devices also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service.

f. Mobile Networks. When you access the Plans through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using the Plans may be prohibited or restricted by your network provider and the Plans may not work with your network provider or device.

g. Export Controls. Software and the transmission of applicable technical data, if any, in connection with the Plans, are subject to export controls. You agree to comply with all applicable laws regarding software and the

transmission of technical data exported from the United States or the country in which you reside.

h. Submissions and Unsolicited Ideas Policies. Our policy does not allow us to accept or consider unsolicited creative ideas, suggestions or materials. In connection with anything you submit to us, whether or not solicited by us, you agree that creative ideas, suggestions or other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of review, compensation or consideration of any type. We do not claim ownership over any ideas, suggestions, or other materials submitted; however, as to such materials, you grant us a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, display, create derivative works, or otherwise exploit them for any purpose without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity.

i. General Contact Information. For any matters where specific contact procedures are not provided for elsewhere in this Agreement, you may contact VillageED by sending an email to legal@VillageED.com.

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k. Choice of Forum. You agree that any action at law or in equity arising out of or relating to this Agreement that is not subject to arbitration shall be filed, and that venue properly lies, only in the state or federal courts located in the County of Los Angeles in the State of California, United States of America and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action.

l. Choice of Law. This Agreement is governed by and construed in accordance with the laws of the State of California and the laws of the United States, without giving effect to any conflict of law principles.

m. Severability. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

n. Survival. The provisions of this Agreement which by their nature should survive the termination of this Agreement shall survive such termination.

o. Entire Agreement. This Agreement and the provisions referenced herein, along with any agreements or policies that are incorporated herein by reference, constitute the entire agreement between you and us pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.