



Sycamore Education

Terms of Service

Terms of Service

PLEASE READ THIS TERMS OF SERVICE ("Terms of Service") AGREEMENT CAREFULLY. BY ACCESSING OR USING THIS WEBSITE OR ANY OTHER WEBSITES OF SYCAMORE EDUCATION IN ANY WAY, INCLUDING USING THE SERVICES ("Services") ENABLED VIA THE WEBSITE BY SYCAMORE EDUCATION OR USERS OF THE SITE CLICKING THE "ACCEPT" CHECK BOX, OR MERELY BROWSING THE WEBSITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES. THESE TERMS INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

Definitions

The terms "you", "your" or "user" refer to the contracting legal entity and their agents, officers, employees, volunteers, teachers, educators, learners, students, visitors, and all other persons using the Service in any way; "Services" include, but are not limited to, a management system that you may use to organize your data on the World Wide Web; and "Content" means information, data, text (including but not limited to names of files, databases, directories and groups of the same), software, music, sound, photographs, graphics, video, messages or other materials

Use of the Services

In order to use the Service, you are responsible at your own expense to access to the World Wide Web, either directly or through devices that access web-based content and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You shall not attempt to access any other of Sycamore Education systems, programs or data that are not made available for public use.

Registration

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's online registration form(s) (such information being the "Subscription Data") and (b) maintain and promptly update the Subscription Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Sycamore Education has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Sycamore Education may suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

Acceptable Use Policy

You agree to comply with Sycamore Education's then-current Acceptable Use Policy as posted from time to time.

Access, Passwords and Security

You may designate up to the number of users under your account which corresponds to the level of Service you are receiving from Sycamore Education, and you may provide and assign access and passwords to such users. You will be responsible for the confidentiality and use of your company/school ID(s), password(s), and user name(s). You will be responsible for all electronic communications, including account registration and other account holder information, Pass-a- Notes, email and financial, accounting and other data ("Electronic Communications") entered through or under your company/school ID(s), password(s) or user name(s). Sycamore Education will act as though any Electronic Communications it receives under your company/school ID(s), password(s) or user name(s) will have been sent by you. You agree immediately to notify Sycamore Education if you become aware of any loss or theft or unauthorized use of any of your company/school ID(s), password(s) and/or user name(s).

General Practices Regarding Use, Storage and Service Access

You acknowledge that Sycamore Education may establish from time to time general practices and limits concerning use of the Service, including without limitation, establishing the maximum amount of storage space you have on the Service at any time, as well as limiting the number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Sycamore Education has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. As a condition of use for this Service, you agree that, in the event of an error with your Service, a Service technician shall be permitted to access your data as necessary to resolve the problem. You acknowledge that Sycamore Education reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Third-Party Websites

You acknowledge and agree that Sycamore Education is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Sycamore Education 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 site or resource. You use all links to Third-Party websites at your own risk.

Consumer Information and Privacy

General Privacy

For details about Sycamore Education 's privacy policies, please refer to the Sycamore Education Privacy Statement, accessible via the Service home page. You agree to the terms and conditions of the Privacy Statement, as it may be amended from time to time, which is incorporated herein by reference.

Healthcare Information

You acknowledge and agree that the Service, related Services, and Content are not "HIPAA- ready" or "HIPAA-compliant" and will not assist with or ensure compliance with HIPAA, and that you are solely responsible for using the Service, related Services and Content in a manner consistent with all applicable federal and state privacy laws relating to medical or health information.

Modifications

Modifications to the Service

Sycamore Education reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) at reasonable notice to you. You agree that Sycamore Education shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. Sycamore Education may specify from time to time the version(s) of related products required in order to use the Service (e.g. supported browser versions).

Modifications to the Terms of Service and Acceptable Use Policy

You agree that Sycamore Education may modify the Terms of Service and/or Acceptable Use Policy if necessary to comply with any other agreements that Sycamore Education is currently bound by or will be bound by in the future, and/or with applicable law, as well as to adjust to changing business circumstances. Your continued use of any of the Service shall constitute your acceptance of the Terms of Service and/or Acceptable Use Policy with the new modifications. If you do not agree to any of such changes, you must notify Sycamore Education in writing within 30 days and immediately cease all

access and use of the Service. You agree that such termination will be your exclusive remedy if you do not wish to abide by any changes to the Terms of Service.

Payment

You agree to pay the then-current fees associated with the Service. Sycamore Education reserves the right to modify its fees with or without notice.

Termination

You acknowledge and agree that Sycamore Education may suspend or terminate your account and/or deny you access to, use of, or submission of Content for, all or part of the Service, without prior notice, if you engage in any conduct that Sycamore Education believes, in its sole discretion: (a) violates any term or provision of the Terms of Service, (b) violates the rights of Sycamore Education or third parties, (c) or is otherwise inappropriate for continued access and use of the Service. In addition, Sycamore Education reserves the right to terminate inactive membership accounts. You agree that upon termination, we may delete all files and information related to your account and may bar your access to your account and the Service. Further, you agree to pay any fees associated with early termination of the Service as outlined in your Service Contract. You also agree that Sycamore Education shall not be liable to you or any third-party for any termination of your access to the Service.

No Reproduction of the Service

You agree not to copy, sell, resell, rent or sublicense (including offering the Service to third parties on an applications service provider or time-sharing basis), lease, loan, redistribute, or create a derivative work of any portion of the Service, use of the Service, or access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Sycamore Education for use in accessing the Service.

Representations and Warranties

You represent that, to the best of your knowledge and belief, your use of the Service does not directly or indirectly infringe the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your registration is accurate and reliable.

Hold Harmless and Indemnify

You agree to defend, indemnify and hold Sycamore Education, its agents, officers, and employees harmless from any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of (i) Your Content; (ii) your use of, or inability to use, the Services; (iii) your violation of any of the Terms; (iv) your violation of any rights of any third- party, including any user; or

(v) your violation of any applicable laws, rules or regulations. You agree that this obligation will survive the termination of your Service.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SYCAMORE EDUCATION AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. SYCAMORE EDUCATION AND ITS SUPPLIERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS OR RESULT IN REVENUES OR PROFITS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) THE QUALITY OF ANY PRODUCTS, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. SYCAMORE EDUCATION AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE TERMS OF SERVICE OR THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. SYCAMORE EDUCATION EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH- BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THIS SERVICE, RELATED SERVICES OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND 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. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SYCAMORE EDUCATION OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SYCAMORE EDUCATION AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SYCAMORE EDUCATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. YOU ALSO AGREE THAT SYCAMORE EDUCATION WILL NOT BE LIABLE FOR ANY (1) INTERRUPTION OF BUSINESS, (2) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) YOU ACCESS THROUGH THIS SERVICE; (3) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (4) EVENTS BEYOND SYCAMORE EDUCATION'S REASONABLE CONTROL; IN NO EVENT SHALL SYCAMORE EDUCATION'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO SYCAMORE EDUCATION FOR THE SERVICE, BUT IN NO EVENT GREATER THAN THREE HUNDRED DOLLARS (\$300.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Binding Arbitration Agreement

All claims and disputes in connection with the Terms of Service or the use of the Services provided by Sycamore Education that cannot be resolved informally shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and Sycamore Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users of beneficiaries of the Services provided under the Terms of Service. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute describing the nature and basis of the claim or

dispute and the requested relief. A Notice to Sycamore Education should be sent to: Attn: Spencer B. Wilson Yost, Schafersman, Lamme, Hillis, Mitchell, Schulz & Hartmann, P.C. 81 West Fifth Street Fremont, NE 68025 Email: sbwilson@yostlawfirm.com After notice is received, you and Sycamore Education may attempt to resolve the claim or dispute informally. If you and Sycamore Education do not resolve the claim of dispute within 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. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. In the event, an award is not made in your favor, you agree to bear all costs arising out of the arbitration, including the reasonable attorney's fees that Sycamore Education incurs. The award of the arbitrator is final and binding upon you and Sycamore Education.

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. In the event any litigation should arise between you and Sycamore Education, you and Sycamore Education waive all rights to a jury trial, instead electing that the dispute be resolved by a judge.

Waiver of Class Actions

All claims and disputes must be arbitrated or litigated on an individual basis and not on a class basis, and all claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

Choice of Law and Venue

In the event any litigation should arise between you and Sycamore Education, the Terms of Service shall be governed by the laws of the State of Nebraska without regard to its conflict of law provisions. Except as otherwise provided in the Terms of Service, you and Sycamore Education agree to submit to the exclusive jurisdiction of the courts located within the county of Dodge, Nebraska.

No Limitation and Waiver of Rights

The Terms of Service does not limit any rights that Sycamore Education may have under trade secret, copyright, patent, trademark or other laws. The failure of Sycamore Education to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision.

Severability

If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the

parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

Section Titles

The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

Successors and Assigns The Terms of Service will inure to the benefit of Sycamore Education and its successors and assigns. **Entire Agreement** The Terms of Service constitutes the entire agreement between you and Sycamore Education and governs your use of the Service, superseding any prior agreements between you and Sycamore Education (including, but not limited to, any prior versions of the Terms of Service) with respect to its subject matter. **Survival** All representations and warranties in the Terms of Service shall survive the termination of the Terms of Service.

Successors and Assigns

The Terms of Service will inure to the benefit of Sycamore Education and its successors and assigns.

Entire Agreement

The Terms of Service constitutes the entire agreement between you and Sycamore Education and governs your use of the Service, superseding any prior agreements between you and Sycamore Education (including, but not limited to, any prior versions of the Terms of Service) with respect to its subject matter.

Survival

All representations and warranties in the Terms of Service shall survive the termination of the Terms of Service.

Modified as of January 16, 2018 Acceptable Use Policy follows

Sycamore Education

Acceptable Use Policy

Your Responsibility for All Content

You understand that all Content, whether publicly posted or privately transmitted, is your sole responsibility. You are entirely responsible for all Content that you upload or otherwise transmit via the Services. Sycamore Education does not control the Content uploaded or otherwise transmitted by you or

other customers via the Services and, as such, does not guarantee the accuracy, integrity or quality of such Content.

No Obligation to Prescreen Content

You acknowledge that Sycamore Education has no obligation to prescreen content, although Sycamore Education reserves the right in its sole discretion to prescreen, refuse, or remove any content that (i) violates any law or regulation, (ii) violates these Terms of Service and/or Acceptable Use Policy, and/or (iii) otherwise creates liability for Sycamore Education.

Intellectual Property Rights of Others

By submitting any data to Sycamore Education, you warrant that: (i) you are the owner of such data, or have been granted all the rights necessary from the owner of such data to submit such data to Sycamore Education, and (ii) the use of such data by Sycamore Education and its members will not infringe or misappropriate the intellectual property rights of or otherwise violate the rights of any third party. Sycamore Education respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you 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 the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Sycamore Education reserves the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. Our designated legal counsel for notice of alleged copyright infringement is:

Attn: Spencer B. Wilson

Yost, Schafersman, Lamme, Hillis, Mitchell, Schulz & Hartmann, P.C.

81 West Fifth Street

Fremont, NE 68025

Email: sbwilson@yostlawfirm.com

Member Conduct

You agree to not use the Services to: (a) upload or otherwise transmit any Content or domain name that

is unlawful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, including, but not limited to, any Sycamore Education representative, or misrepresent your affiliation with any person or entity; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services; (e) upload or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (f) upload or otherwise transmit any Content or domain name that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person; (g) upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation, except in those areas of the Services that may be designated for such purpose; (h) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (i) interfere with or disrupt the Services or servers or networks connected to the Services; (j) violate any applicable law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission and any rules of any securities exchange, and laws regarding the export of technical data; (k) incite or provide instructional information about illegal activities; or (l) conduct raffles, contests, lotteries or sweepstakes, except in those areas of the Services that may be designated for such purpose.

Other

This Policy is subject to all applicable agreements and terms and conditions between you and Sycamore Education. This Policy is subject to change without notice.

Modified as of January 16, 2018