

VISUAL CLASSROOMS, INC. TERMS OF SERVICE

Welcome to Visual Classrooms! The Visual Classrooms website and service are provided by Visual Classrooms, Inc. (“Visual Classrooms”, “we” “us” or “our”). These terms of service (these “Terms of Service”) govern your (“you,” “your,” or a “user”) access to and use of the int.erlace.com, erlace.com and il-demo.com web sites (the “Public Site”) and Visual Classrooms’s educational collaboration platform (the “Visual Classrooms Platform”) website and its subdomains (collectively, the “Website”) and, when available, the related mobile applications (“Mobile App”) and all services provided by Visual Classrooms via the Website and/or, when made available, a Mobile App (collectively, the “Services”). Visual Classrooms provides the Visual Classrooms Platform to enable teachers (“Teachers”) and educational content publishers (“Publishers”) to apply cutting edge technologies to provide their content and instruction to, and establish a productive learning environment with, students (“Students”). Access to the Website, and use of the Services are subject to these Terms of Service and the Visual Classrooms Privacy Policy available on the Website.

1. Acceptance of Terms.

By using our Website or the Visual Classrooms Platform, or by downloading any Mobile Apps, you indicate your unconditional acceptance of the following Terms of Service. Throughout these Terms of Service, “you” or “your” refers to you, as the user (“user”) accessing or using any of the Services in connection with your use of the Services. Please read these Terms of Service carefully, as they may have changed since your last visit. We reserve the right to change these Terms of Service from time to time for any reason, which shall be effected by posting of the updated Terms of Service to the applicable Website(s); provided that such changes shall not retroactively unless you otherwise agree on a case by case basis and will not apply to any fee-bearing subscriptions to the Services which are then in effect until the expiration or termination of the then-current term of such subscription. These Terms of Service apply to all services and features of the Website(s) and Services unless otherwise indicated. Certain Services may require users’ agreement to supplemental terms and conditions of use, in which case such product-specific terms and conditions of use shall supersede these Terms of Service in the event of a conflict.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CREATE A BINDING CONTRACT BETWEEN YOU AND VISUAL CLASSROOMS. FURTHER, THESE TERMS OF SERVICE CONTAIN AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT YOU AND VISUAL CLASSROOMS ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT AND LIMITS CLASS ACTION CLAIMS, UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE AS DESCRIBED IN THE ARBITRATION SECTION (SEE SECTION 18 “AGREEMENT TO ARBITRATE”).

2. Scope of Service.

Visual Classrooms provides users with its Visual Classrooms Platform to enable Publishers and Teachers to provide content and coordinate instruction of groups of Students. We provide access to our Website and Services through two primary channels: (1) through subdomains of our Website which are co-branded with a Publisher (“Co-Branded Subdomains”) with Publishers with whom we have established a separate written agreement (“Registered Publishers”) and (2) through Student groups formed on our Website by one or more Teachers (“Student Groups”). Each user in a Student Group is a “Member” of that Student Group. Each Student Group will be led and managed by a Teacher or representative of a Publisher in accordance with these Terms of Service and our Privacy Policy. Co-Branded Subdomains may be co-branded by displaying the Visual Classrooms trademark and the Registered Publisher’s brand names and/or logos. These Terms of Service apply to all users, whether through Co-Branded Subdomains or on our Website generally; however, our separate written

arrangements with applicable Registered Publishers (“Visual Classrooms-Publisher Agreements”) may contain additional restrictions or obligations than set forth in these Terms of Service.

Other than providing the platform and tools for Registered Publishers to establish a Co-Branded Subdomain and Teachers and Publishers to manage Student Groups, Visual Classrooms is not responsible for the Co-Branded Subdomains and Student Groups provided and managed by the applicable Registered Publisher, Publisher or Teacher. Visual Classrooms does not monitor those Co-Branded Subdomains or Student Groups or transactions between users. If you are accessing the Visual Classrooms Co-Branded Subdomain as a user of a Co-Branded Subdomain then your access and use of the Co-Branded Subdomain is subject to any separate understanding you have with that Registered Publisher (“User-Publisher Agreements”). Such User-Publisher Agreements may set forth conduct requirements and confidentiality obligations, if any, with regards to use and information exchanged as part of a Co-Branded Subdomain, as well as how the applicable Registered Publisher may use your Submitted Content (as defined below) and related Personal Information that you may provide in a Co-Branded Subdomain, as well as other terms and conditions provided by Registered Publisher. Your use of any Co-Branded Subdomain, and our Website and Services generally, is subject to our Terms of Service and Privacy Policy, while your use of a Co-Branded Subdomain, if applicable, is also subject to your User-Publisher Agreement with the applicable Publisher and to the privacy policy of that Registered Publisher.

You are responsible for obtaining any equipment and Internet service necessary to access our Website and for any paying any fees for the equipment and service you select. We may alter, suspend, or discontinue this Website and the Services in whole or in part, at any time and for any reason, without notice. The Website and associated Services may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons.

If you use a Mobile App, your mobile carrier’s normal rates and charges apply. We are not responsible for any charges you incur from your mobile carrier as a result of use of the Services. You are responsible for ensuring that at all times while using the Service you are not in violation of your wireless data service agreement.

3. Registration and Membership.

a. Registration.

Any eligible user of the Website may register for an account to utilize the functionality of the Public Site (“Public Users”), pursuant to which you will receive login credentials to access and use certain functionality of the Public Site. General public users who access the Website without registration may be able to access and view certain information but will not be able to use all of our functionality.

If you are accessing a Co-Branded Subdomain or Student Group, the registration steps might be automatically completed for you by the applicable Teacher or Publisher prior to you accessing the Website. During registration, you are required to give truthful contact information (such as name and email address) in accordance with our Terms of Service. We use this information to contact you about the services on our Website in which you have expressed interest. If we or a Publisher or Teacher provides you with any passwords and accounts (“Login Credentials”) for use with our Services you, together with any applicable Publisher or Teacher, if any, are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs on your account (including without limitation financial obligations). You agree to notify us immediately if you believe that your Login Credentials have been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your Login Credentials. For your convenience as a Visual Classrooms user, all information that you provide to Visual Classrooms through our Website is subject to Visual Classrooms's Privacy Policy. You are responsible for keeping your registration information up to date through your account page, to the extent such feature is made

available on the Website. If you are accessing a Co-Branded Subdomain your access to such Co-Branded Subdomain will end upon expiration or termination of the applicable Visual Classrooms-Publisher Agreements.

b. Access from a Registered Publisher's Website.

Visual Classrooms may enable you to connect to your Visual Classrooms account with your account with the applicable Registered Publisher ("Publisher Account") as indicated on the Website from time to time. By connecting to our Services with a Publisher Account, you give us permission to access, store and use your information from such Publisher Account, including, but not limited to, your user ID, any information that you have permitted the Registered Publisher to share with us, and any information you have made public in connection with that service. Information received by Visual Classrooms will be subject to our Privacy Policy, but Visual Classrooms is otherwise not responsible for the information that it receives from such Registered Publisher. Any such Publisher accessed from the Services is independent from Visual Classrooms, and Visual Classrooms is not responsible for the terms or content of that web site. Your interaction with any Publisher is subject to its terms of service and privacy policy. We request that our users exercise caution and good judgment when using third-party service providers. You should always review, and if necessary adjust, your privacy settings on service providers and other third-party websites and services before linking or connecting them to the Service.

c. Profiles; Limited Profile.

Upon registering for our Services, a user profile may automatically be created for you. You acknowledge that your profile may be viewed by other users in your Co-Branded Subdomain or Student Group as applicable. Visual Classrooms is not responsible for any personal information you choose to share within your profile.

4. Disputes; Release.

Visual Classrooms expressly disclaims any liability or claims that may arise between users of our Services, including, without limitation, disputes between Registered Publishers, Teachers, Students and other users. You are solely responsible for your interactions with any Registered Publisher, Teacher, Student or other user and any disputes that arise from interactions with any of the foregoing.

Because Visual Classrooms is not responsible for the interaction between Registered Publishers, Teachers, Students and users or any related transactions, in the event that you have a dispute with one or more Registered Publishers, Teachers, Students or other users, you hereby release Visual Classrooms (and our officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, or damages (actual or consequential) of every kind, known and unknown arising out of or in any way related with such disputes.

If you are a California resident, in connection with the above release, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

5. Website Content.

Subject to these Terms of Service and any other agreement between you and Visual Classrooms, we hereby grant to you a personal, non-transferable, non-exclusive, non-sublicensable right and license to access and use the Services, and all Content therein, solely within the scope of your status as a user of our Services. The term "Content" means all information, text, images, data, links, or other material posted on the sections of the Website that are (i) publicly available and (ii) which you have the right to access, whether created by us or provided by a third party for display on the Public Site. For Co-Branded Subdomains and Student Groups, use of any content

provided by the applicable Publisher or Teacher or other users of its Co-Branded Subdomain or Student Groups are solely for use in connection with the users' use of such Co-Branded Subdomain and Student Group unless otherwise agreed by the applicable Publisher or Teacher.

We reserve the right to make changes to document names and content, descriptions or specifications of products or services, or other information without obligation to issue any notice of such changes.

Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Website, Services or any Content displayed on this Website, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms of Service or the Visual Classrooms-Publisher Agreements or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of material displayed on this Website.

6. Content Submitted by Users.

a. Accuracy. If you choose to provide information to register for or participate in a service, event, or promotion on this Website, you agree that you will provide accurate, complete, and up to date information as requested on the screens that collect information from you. Please refer to our Privacy Policy for information on our practices for handling personally identifiable information.

b. Liability. We are not responsible or liable for the conduct of users or for views, opinions and statements expressed in Content submitted for display through our Services, including consent submitted by users ("Submitted Content"). We do not prescreen information submitted to our Services or Submitted Content. With respect to such Content or Submitted Content posted on or through our Submitted Content Services, we act as a passive conduit for such distribution and are not responsible for such Content or Submitted Content. Any opinions, advice, statements, services, offers, or other information in the Services provided by users are those of the respective author(s) or distributor(s) and not of Visual Classrooms. We neither endorse nor guarantee the accuracy, completeness, or usefulness of any such Content or Submitted Content. You are responsible for ensuring that Content and Submitted Content submitted to or through our Services are not provided in violation of any copyright, trade secret or other intellectual property rights of another person or entity or of any applicable law. You shall be solely liable for any damages resulting from any infringement of copyrights, trade secret, or other intellectual property rights, or any other harm resulting from your uploading, posting or submission of Content or Submitted Content to this Website.

c. Monitoring. We have the right, but not the obligation, to monitor Content or Submitted Content submitted through our Services, to determine compliance with these Terms of Service and any other applicable rules that we may establish, from time to time. We have the right in our sole discretion to edit or remove any material submitted to or posted in any online discussion forum or chat room provided through our Services. Without limiting the foregoing, we have the right to remove any material that Visual Classrooms, in its sole discretion, finds to be in violation of these Terms of Service or otherwise objectionable, and you are solely responsible for the Content and Submitted Content that you post on or through our Services.

7. Prohibited Conduct.

By accessing our Website and/or using our Services, you agree to abide by the following standards of conduct. You agree that you will not, and will not authorize or facilitate any attempt by another person to use our Website or any related Service to:

- a) Transmit any Content or Submitted Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by Visual Classrooms.

- b) Post Content or Submitted Content which infringes another's copyright, trademark or trade secret or other intellectual property or proprietary right.
- c) Post unsolicited advertising or unlawfully promote products or services.
- d) Impersonate another person.
- e) Promote, solicit, or participate in any multi-level marketing or pyramid schemes.
- f) Exploit children under 18 years of age.
- g) Engage in disruptive activity such as sending multiple messages in an effort to monopolize the forum
- h) Introduce viruses, worms, Trojan horses and/or harmful code to this Website or the Mobile App.
- i) Obtain unauthorized access to any computer system through this Website or the Mobile App.
- j) Invade the privacy of any person, including but not limited to posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 13 years of age).
- k) Solicit personal information from children under 13 years of age.
- l) Violate any federal, state, local, or international law or regulation.
- m) Encourage conduct that would constitute a criminal or civil offense.

In addition, you may not, and may not assist or enable others to, use any robot, spider, site search/retrieval application, or other automated device, process, or means to access, retrieve, scrape, or index any portion of the Service, Submitted Content or Content.

Visual Classrooms reserves the right, without prior notice and in its sole discretion, to decide whether your use of the Website violates these Terms of Service for any of the above reasons or for any other reason, and if Visual Classrooms does so, to remove such content which you post to the Website and/or terminate your access to any Services.

8. Indemnification.

By using our Services, you agree to indemnify, hold harmless and defend Visual Classrooms and its officers, directors, employees and agents from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with your use of the Services.

9. Intellectual Property Rights.

You agree and acknowledge that the structure, organization, and code used in conjunction with the Website and Services are proprietary to Visual Classrooms. You shall not, and shall not permit any person or entity to: (i) use this Website or any Services on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (ii) alter, enhance, or make derivative works of the Website or Services; (iii) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Website or any software component of the Co-Branded Subdomain. You shall not sell, transfer, publish, disclose, display or otherwise

make available the Co-Branded Subdomain including any modifications, enhancements, derivatives, and other software and materials provided hereunder by Visual Classrooms or copies thereof to others in violation of these Terms of Service.

Unless otherwise noted, all Content contained on this Website is the property of Visual Classrooms and/or its affiliates, Publishers, Teachers or licensors, and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. Product names are trademarks or registered trademarks of their respective owners.

We do not claim ownership of Submitted Content without compensation by Visual Classrooms, however, Submitted Content posted through our Services may be made publicly accessible through our Website, unless otherwise restricted by the applicable Publisher or the organizer of the applicable Student Group. By submitting such Submitted Content, you agree to grant us a world-wide, royalty-free, perpetual, irrevocable, non-exclusive license to use, distribute, reproduce, modify, adapt, create derivative works from, or display such Content, subject to the terms of our Privacy Policy. This license shall remain in effect until we delete the Content or Submitted Content from our systems.

10. Copyright Infringement; Notice and Take Down Procedures.

If you believe that any materials on our Services infringe your copyright, you may request that they be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information: (1) identification of the copyrighted work that you believe to be infringed, including a description of the work and, where possible, a copy or the location of an authorized version of the work; (2) identification of the material that you believe to be infringing and its location, including a description of the material, its Website location or other pertinent information that will help us to locate the material; (3) your name, address, telephone number, and email address; (4) a statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law; (5) a statement that the information in your claim is accurate; and (6) a statement that "under penalty of perjury," you declare that you are the lawful copyright owner or are authorized to act on the owner's behalf. Our agent for copyright issues relating to this Website is: Copyright Agent, support@visualclassrooms.com

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of users of this Website who are repeat infringers.

11. Links to Third-Party Websites.

The Services may contain links to non-Visual Classrooms web sites. These links are provided to you as a convenience, and Visual Classrooms is not responsible for the content of any linked web site. Any non- Visual Classrooms web site accessed from the Services is independent from Visual Classrooms, and Visual Classrooms has no control over the content of that web site. In addition, a link to any non- Visual Classrooms web site does not imply that Visual Classrooms endorses or accepts any responsibility for the content or use of such web site. Use of any third party site is subject to its term of service and privacy policy. We request that our users exercise caution and good judgment when using third-party web sites.

12. Disclaimer.

Under no circumstances will we be liable for any loss or damage caused by your reliance on information in any Content, Submitted Content or by your use of our Services. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through this Website. You are responsible for seeking the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

ALL CONTENT, SUBMITTED CONTENT, TEXT, IMAGES, AND OTHER INFORMATION ON OR ACCESSIBLE FROM OUR SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, VISUAL CLASSROOMS DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON OUR SERVICES IS FREE OF ERRORS; (ii) THE FUNCTIONS OR SERVICES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR SENDING AUTOMATED EMAILS OR THE DOWNLOADING AND UPLOADING OF CONTENT) PROVIDED BY THIS SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THIS WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

NEITHER VISUAL CLASSROOMS NOR ITS AFFILIATES OR LICENSORS ARE RESPONSIBLE FOR THE CONDUCT BETWEEN USERS. VISUAL CLASSROOMS AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

13. Limitation of Liability.

(a) Disclaimer. IN NO EVENT SHALL VISUAL CLASSROOMS BE LIABLE TO YOU, ANY OTHER USER OF OUR SERVICES, SUBSCRIBERS OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE OR MISUSE OF THE SERVICES, SUBMITTED CONTENT, CONTENT OR ANY INFORMATION CONTAINED THEREON, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

(b) Waiver of Class Action. ANY CLAIMS BROUGHT BY YOU OR VISUAL CLASSROOMS MUST BE BROUGHT IN THAT PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU HEREBY WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIMS RELATED TO THESE TERMS OF SERVICE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

(c) Exclusions. 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.

14. Jurisdictional Issues.

We make no representation that information on this Website is appropriate or available for use outside the United States. Those who choose to access this Website from outside the United States do so on their own initiative and at their own risk and are responsible for compliance with applicable local laws.

15. Termination.

We may terminate your access to our Services, in our sole discretion, for any reason and at any time, upon electronic notice to you at the e-mail address provided by you at registration. You agree that we are not liable to you or any third party for any termination of your access to this Website. For the avoidance of doubt, you acknowledge and agree that, upon termination of these Terms of Service for any reason, you shall immediately pay all amounts that accrued prior to the date of termination, and that any obligation to pay Visual Classrooms that accrued prior to the termination hereof will survive following such termination. Even after your right to use the Service is terminated or suspended, these Terms of Service will remain enforceable against you.

16. Unsolicited Ideas and Feedback.

While we welcome your feedback, ideas, and suggestions, it is important to be aware of the following restrictions. If you send us feedback, ideas, or suggestions (collectively, “unsolicited ideas”), you agree that: (1) your unsolicited ideas become the property of Visual Classrooms and you are not owed any compensation in exchange; (2) none of the unsolicited ideas contain confidential or proprietary information of any third party; (3) Visual Classrooms may use or redistribute unsolicited ideas for any purpose and in any way; (4) there is no obligation for Visual Classrooms to review your unsolicited ideas; and (5) Visual Classrooms has no obligation to keep any unsolicited ideas confidential.

17. Governing Law.

These Terms, and any dispute between you and Visual Classrooms, shall be governed by the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law, provided that the Federal Arbitration Act shall govern the interpretation and enforcement of the Arbitration. Unless you and we agree otherwise, in the event that Section 2 of the Federal Arbitration Act is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt-out of the Arbitration Procedures or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and the Visual Classrooms must be resolved exclusively by a state or federal court located in the Commonwealth of Massachusetts, except that you or we are permitted to bring small claims actions in state court in the county in which you reside if such court has a small claims procedure. Except for such small claims court exceptions, you and Visual Classrooms agree to submit to the personal jurisdiction of the courts located within the Commonwealth of Massachusetts for the purpose of litigating all such claims or disputes. You and Visual Classrooms agree to waive trial by jury in any court proceeding.

18. Agreement to Arbitrate.

Except if you opt-out or for disputes relating to your or Visual Classrooms's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); you agree that all disputes between you and Visual Classrooms (whether or not such dispute involves a third party) arising out of or relating to these Terms of Service, the Services, and/or Privacy Policy shall be finally resolved by arbitration before a single arbitrator conducted in the English language in Boston, Massachusetts, U.S.A. under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and you and Visual Classrooms hereby expressly waive trial by jury. You and Visual Classrooms shall appoint as sole arbitrator a person mutually agreed by you and Visual Classrooms or, if you and Visual Classrooms cannot agree within thirty (30) days of either party's request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, Visual Classrooms shall be entitled to seek injunctive relief, security or other equitable remedies from the United States District Court for a district in Massachusetts or any other court of competent jurisdiction. Under no circumstances shall the arbitrator

be authorized to award damages, remedies or awards that conflict with these Terms of Service or to award punitive damages, including but not limited to pursuant to federal or state statutes permitting multiple or punitive awards.

Any claims brought by you or Visual Classrooms must be brought in that parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither you nor Visual Classrooms will participate in a class action or class-wide arbitration for any claims covered by these Terms of Service. You hereby waive any and all rights to bring any claims related to these Terms of Service and Privacy Policy as a plaintiff or class member in any purported class or representative proceeding. You may bring claims only on your own behalf.

You may opt out of this Agreement To Arbitrate, solely as expressly provided herein. If you do so, neither you nor Visual Classrooms can require the other to participate in an arbitration proceeding. To opt out, you must notify Visual Classrooms in writing within 30 days of the date that you first became subject to this arbitration provision. The opt-out notice must state that you do not agree to the Agreement To Arbitrate and must include your name, address, phone number, your Visual Classrooms account to which the opt-out applies and a clear statement that you want to opt out of this Agreement To Arbitrate. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the Agreement To Arbitrate. You must use this address to opt out:

support@visualclassrooms.com - Visual Classrooms Inc. ATTN: Arbitration Opt-out

Notwithstanding any provision in these Terms of Service to the contrary, you and we agree that if we make any change to the arbitration procedures set forth herein (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against Visual Classrooms prior to the effective date of the change. Moreover, if we seek to terminate the arbitration procedures from these Terms of Service, such termination shall not be effective until 30 days after the version of these Terms of Service not containing the arbitration procedures is posted to the Website, and shall not be effective as to any claim that was filed in a legal proceeding against Visual Classrooms prior to the effective date of removal.

This Arbitration section will survive the termination of your relationship with Visual Classrooms.

19. Miscellaneous.

You may not assign or transfer your rights or obligations under these Terms of Service in whole or in part to any third party without the consent of Visual Classrooms. These Terms of Service shall bind and inure to the benefit of the parties to these Terms of Service and their respective successors, permitted transferees, and permitted assigns. Visual Classrooms and you are independent contractors and are not partners, joint venturers, agents, employees or representatives of the other party. These Terms of Service contain the entire understanding of the parties with respect to the transactions and matters contemplated hereby, supersedes all previous communications, understandings and agreements (whether oral or written) other than any click-through or end user license agreement provided by Visual Classrooms or any subscriber agreement, and cannot be amended except by a writing signed by both parties or by Visual Classrooms's posting of an amended version of these Terms of Service on its Website. The headings and captions used in these Terms of Service are used for convenience only and are not to be considered in construing or interpreting these Terms of Service. If any part of these Terms of Service is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

20. Minors.

Visual Classrooms Services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts under applicable law. Individuals under the age of 18 can use our Services only in conjunction with and under the supervision of a parent or a Teacher who is authorized to provide such access and bind the Student to these Terms of Service. In this case, the parent is responsible for any and all activities of such minor.

21. For Additional Information.

If you have any questions about these Terms of Service, please contact us at support@visualclassrooms.com.

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