PeerSquared Terms of Service (Last updated on: April 9, 2020)

The following are the terms of service ("Terms of Service") that define the relationship between PeerSquared, Inc. ("PeerSquared," "we," or "us") and you, and govern your use of PeerSquared's services.

Agreeing to our Terms

Thank you for your interest in PeerSquared, which owns and operates the services offered on peer-squared.com ("PeerSquared Website"), including the PeerSquared platform ("PeerSquared Platform"), and any associated mobile applications ("PeerSquared Apps") or products and services that PeerSquared may provide now or in the future (collectively, the "Services").

These Terms of Service contain general terms that apply to you as a user of the PeerSquared Services ("User"), along with additional terms that may apply to you as a User registered as a teacher, school leader, aide, or other similar personnel ("School Personnel"), or a parent. When using the Services, you will also be subject to the PeerSquared Privacy Policy and any posted guidelines, policies or rules applicable to specific features of the Services, which may be posted from time to time (collectively the "Guidelines"). These Terms of Service, including any other Guidelines and future modifications (collectively, the "Agreement"), govern your use of the Services and is a legal contract between you and PeerSquared. If there is any inconsistency between the Terms of Service, Terms, and any of the Guidelines, the additional Guidelines will prevail to the extent of the inconsistency. By registering for an account on, or otherwise accessing or using the PeerSquared Services, you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Services on behalf of an institution that has a separate written agreement with PeerSquared, that agreement governs your use of the Services. IF YOU ARE UNDER THE AGREED TO THE AGREEMENT. IF YOU DO NOT GET YOUR PARENT OR GUARDIAN TO READ AND AGREED TO THE AGREEMENT, YOU DO NOT HAVE PERMISSION TO USE THE SERVICES.

If you are entering into this Agreement on behalf of a company or any other legal entity (including if you are School Personnel entering on behalf of your school), you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you", "your" or "User" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Services.

Using the Services

Permission to use PeerSquared

As long as you are complying with all of the terms and conditions of this Agreement, PeerSquared gives you permission to access and use the Services solely to enable your use of the Services. The Services are available for your personal, noncommercial use and should only be used for educational purposes or lawful purposes that help bring school communities together or help parents and children build stronger relationships at homeincrease the education and future success of K-12 students. Access to and use of the Services itself is free, but we may add to in the future, optional Premium Features that PeerSquared may charge for. Please also be aware that while we currently provide our mobile services for free, your carrier's normal rates and fees still apply, such as text messaging and data fees. The right to access and use the Services is revoked in jurisdictions where it may be prohibited, if any.

Changes to the Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop Services altogether, including, for example, if you do not comply with this Agreement or if we are investigating suspected misconduct. You can stop using our Services at any time. We may also add or create new limits to our Services or restrict your access to all or a part of the Services at any time without notice or liability.

We believe that you (or your school, as may be applicable) own your data and preserving your access to such

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data is important. If we discontinue Services, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of those Services. Restrictions Except as expressly permitted under this Agreement, you agree that your permission to use the Services is conditioned upon you following all the restrictions set forth in the "PeerSquared Technology" and "Acceptable Use and Conduct" sections.

PeerSquared Technology

The Services and the PeerSquared Technology are intended solely for the personal, non-commercial use of our Users and may only be used in accordance with this Agreement. "PeerSquared Technology" means all past, present and future content of the Services, including, all the software, hardware and technology used to provide the Services (including PeerSquared proprietary code and third-party software), user interfaces, materials displayed or performed on the Services, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Services, and all other intellectual property, including all PeerSquared Marks. "PeerSquared Marks" means the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of PeerSquared, whether registered or common law. These terms do not grant you the right to use any PeerSquared Marks.

PeerSquared Technology is protected by copyright and other intellectual property laws. Using our Services does not give you ownership of any intellectual property rights in our Services or the PeerSquared Technology. You agree that, as between you and PeerSquared, all the intellectual property rights in the PeerSquared Services and PeerSquared Technology, which does not include User Content (as defined below), are owned by PeerSquared or its licensors.

You will not, nor will you allow any third party (whether or not for your benefit) to:

- Run, license, rent, lease, loan, distribute, or sell access to the PeerSquared Services or the PeerSquared Technology.
- Build or support (and/or assist a third-party in building or supporting) products or services in competition with PeerSquared, or access the PeerSquared Services to build a product using similar ideas, features, functions, interface or graphics of the PeerSquared Services.
- Use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the PeerSquared Technology for any purposes other than as expressly permitted under this Agreement.
- Decompile, reverse engineer, disassemble, or otherwise attempt to obtain the source code of any PeerSquared Technology.
- Circumvent, disable or otherwise interfere with security related features or features that prevent or restrict use or copying of any User Content or PeerSquared Technology or enforce limitations on use of the PeerSquared Services or the User Content and PeerSquared Technology.
- Remove, obscure, or alter any copyright, logo, trademark, or other legal notices displayed in or along
 with our Services or any PeerSquared Premium Features or other custom products or merchandise, or
 otherwise use any of the PeerSquared Technology in a manner that creates the impression that the
 PeerSquared Technology belongs to you.

Your Information and Content

User Content and Activities

In the course of using the Services, you and other Users may provide or post certain content or information (including, but not limited to, photos, videos, drawings, journals, documents, music, messages sent between parents and teachers or between students and teachers ("Portfolio Comments"), personally identifiable information of Users ("Student Data"), Activities (as defined below), student responses to Activities ("Student Activity Responses") and Feedback (as defined below)), which may be used by PeerSquared in connection with the Services and which may be visible to certain other Users (collectively "User Content"). Please visit our Privacy Policy for additional information on the types of information different types of Users are able to provide. Additionally, some User Content may be deemed an Education Record (as defined below).

School Personnel may contribute educational content, create answers to assessments, create activities for

students to complete, create derivative works (e.g. completion of assignments) and transmit this data and content to PeerSquared (collectively "Activities"). School Personnel and Users may submit feedback, comments or suggestions for improvements to the Services (in written, oral or any other form) ("Feedback").

Ownership

Consistent with applicable law, as between PeerSquared and you, you (or your school as applicable) retain all ownership rights you have in any User Content. PeerSquared does not claim any ownership rights in the User Content.

License - User Content

In order to allow PeerSquared to provide the Services, you hereby grant to us a limited, non-exclusive, sublicensable (as necessary to perform the Services, including distributing Activities, and providing the Premium Features), worldwide, royalty-free, and transferable (only to a successor) right and license to:

- use, host, copy, store, distribute, publicly perform and display, publish (in whole or in part), modify, and create derivative works (such as changes we make so that your content works better with our Services) such User Content as necessary to (a) provide, improve and make the Services available to you and other Users including through any future media in which the Services may be distributed;
- use and disclose metrics and analytics regarding the User Content in an aggregate or other nonpersonally identifiable manner (including, for use in improving our Services or in marketing and business development purposes);
- use, modify, prepare derivative works, publish, distribute and sublicense Feedback without any
 compensation to you;
- use any User Content (including any Student Data or Education Record) that has been de-identified for any product development, research or other lawful purpose; and
- use for other purposes permitted by the PeerSquared Privacy Policy.

PeerSquared will only share and use your personal information in accordance with PeerSquared's current Privacy Policy at to insert domain once Privacy Policy is created.

Activities

By default, if School Personnel contribute Activities, such Activities will be licensed royalty-free to PeerSquared under the Creative Commons Attribution 4.0 License ("CC License"), which is available at https://creativecommons.org/licenses/by/4.0/. Such Activities shall be available to the School Personnel's school and its Users

License Termination

The licenses above will terminate when you or your Institution (as defined below) delete (i) any User Content with intellectual property rights (like photos or videos) ("IP content")), (ii) personally identifiable information (such as that in Student Data or an Education Record), or (iii) your account. Such termination may not apply if your User Content has been shared with others, and they have not deleted it. Note, however, that any User Content that may be in an Education Record or Student Data (including User Content in or related to messages sent through PeerSquared-, may be kept after you delete your account for school legal compliance reasons (e.g. maintenance of "education records" under the Family Educational Rights and Privacy Act (FERPA)). Please see the section entitled "Deleting your Account" in our Privacy Policy for more information. When you delete IP Content, Student Data, Education Records, or personal information, it is deleted in a manner similar to emptying the recycle or trash bin on a computer. However, you understand that any removed User Content may persist in backup copies for a reasonable period of time (but will not be available to others).

Your Responsibilities and PeerSquared Rights

You agree that you, or your Institution, are responsible for making sure that you have all rights in the User Content, including the rights necessary for you to grant us the foregoing licenses to the User Content. Institution or School Personnel, as applicable, represents, covenants and agrees on behalf of yourself and your student Users that the submitting User (including your students) has all required rights to submit, post, upload or otherwise,

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own, use or disseminate the User Content it submits or uploads without violating any third-party rights. You are responsible for ensuring your User Content complies with the "Acceptable Use and Conduct" Section and for any other guidelines or conditions specific to a particular category of User (e.g., teacher, parent, or student). When you include User Content, you can create links to external websites. If you elect to create links to external websites, you must verify the quality and substance of each external link. You are solely responsible for any links you create to external websites. PeerSquared is not liable or responsible for any links created by you, or for any damages, direct or indirect, arising therefrom.

All information posted or transmitted through the Services is the responsibility of the person that posted it, and we will not be liable for any errors or omissions in any content. PeerSquared cannot guarantee the identity of any other Users with whom you may interact in the course of using the Services, or the authenticity of any data which users may provide about themselves. You acknowledge that all content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. You acknowledge that PeerSquared and its designees (such as teachers) reserve the right, but shall have no obligation, to pre-screen, filter, edit, remove, refuse to accept, post, display, or transmit any User Content through or on the Services in whole or in part at any time for any reason or no reason with or without notice and without liability of any kind. Additionally, we do not guarantee that we will publish any of your User Content, and reserve the right to remove User Content from the Services at any time for any reason, such as if we receive a notice reports a User Content infringes someone's intellectual property rights.

Your Likeness

While PeerSquared does not permit User Content containing personal information of Users under the age of 13 to be public, if you as a parent or School Personnel, upload any User Content to any area of our Services in areas that may be viewed by others (for example, via a video conference) containing your likeness or the likeness of others, you also agree to the following:

You consent to the use of your likeness, and you have obtained (as necessary) the written consent, release, and/or permission of every identifiable individual who appears in your User Content to use such individual's likeness, for purposes of using and otherwise exploiting the User Content in the manner contemplated by this Agreement, or, if any such identifiable individual is under the age of eighteen (18), you have obtained any necessary written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request). If you do submit a submission that contains the likeness of an identifiable individual under the age of eighteen (18), we strongly encourage you not to include any identifying information (such as the individual's first and last name or address) with such User Content.

Analyzing User Submissions

Our automated systems analyze your User Content (including emails) to be used for data analytics. This data will be shared with parents, teachers, and School Personnel.

Privacy and Security

Your privacy is important to us, and we take care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our Privacy Policy which explains how we treat your personal information and protect your privacy when you use our Services and for more information on the administrative, technical and physical safeguards we maintain to protect against unauthorized use, disclosure of or access to personal information. Please see our Privacy Policy for a description of the procedures 1) by which a student, parent or legal guardian of a student may review, access or delete the personal information of a student; and 2) by which the Institution may access and delete Education Records.

Additional Terms by User Type

a) **Students**: if you are a student accessing the Services at the invitation of a teacher or other school official or your parent, the following terms apply to you.

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- (i) Invitation and Account Creation: Only students who have been invited, or given access to the Services, by their teacher, school, district, or parent may use the Services. You may not access or use the Services unless you are invited or given access to the Services by (i) a teacher, school, or district who is authorized to give you access to the Services (including creating your student account on your behalf to allow you to login through a QR code, class text code, or Google Login (as defined below) or giving you a unique student code to allow you to set up your own account) or (ii) your parent who must create your student account on the Services or allow you to use their PeerSquared App on their device to access certain Premium Features within the Services.
- (ii) Information Provided to PeerSquared: We request minimal personal information to be provided from students to use the Services. Please see our children's privacy video for more information. If you are under 13 years of age, and you want a student account on PeerSquared, you will need to either (1) have the student account created at school by your teacher (only after the teacher represents to PeerSquared that they have obtained any necessary parental consent or acted as the agent of the parent and consented on their behalf) which allows you to then login to your student account using a QR code, class text code, or Google Login, (2) receive a unique student code from your teacher to create your own account with a username (and/or email address) and password, or (3) have your parent create your student account after we have obtained parental consent from them. If you are creating your own account in addition to the unique student code from your teacher, we will either ask you for (1) a username (and/or email address), password, and age or date or birth, as well as your parent's email address so that we can provide notice or obtain consent for you to use the Services. If you are a student, please do not provide any personal information about yourself to us, other than what we request from you when you use the Services or as directed by your parent, teacher, school, or district.
- (iii) Consent: The Children's Online Privacy Protection Act ("COPPA") prohibits online service providers from knowingly collecting personal information from children under 13 years of age without verifiable parental consent or notice as applicable ("Consent"). Consent may be obtained either by 1) PeerSquared if the parent is setting up a student account directly or the student has received a unique student code from their teacher and is setting up their own account; or 2) a student's teacher, school, or district if the teacher, school or district is setting up the student's account and allowing the student to login (such as through the use of a QR code, class text code, or Google Login) or otherwise allowing students to access PeerSquared from school ("School Consent"). Children under the age of 13 are prohibited from using certain features of the Services, you promise that, including, without limitation, student accounts. By using a student account on the Services, you promise that, if requested during your use of the Services, you provided your real age and that you are (a) over the age of 13; or (b) your parent (or you with the unique student code given to you by your teacher) has set up your student account and that any response sent to PeerSquared in response to PeerSquared seeking your parent's consent comes from your parent or legal guardian; or (c) your teacher, school, or district has set up your student account or is otherwise allowing you to use the Services.
- b) **School Personnel**: If you are a School Personnel accessing the Services on behalf of a school, school district, or other similar educational institution (the "Institution"), the following terms apply to you:
- (i) Permissions and Authority: You agree that you are acting on behalf of (or have received all necessary permission from) your Institution to enter into this Agreement and to register and use the Services as part of your curriculum. Only School Personnel who are current employees of the Institution may use the Services on the Institution's behalf. The School Personnel is responsible for obtaining any necessary approvals from their school's authorities and administrators before using the Services. Upon termination of a School Personnel or other staff member's employment with the Institution, such individual must return and cease using all login details and student access he or she has in his or her possession. If at any time you learn a User of the Services claims to be affiliated with your Institution who is not, in fact, affiliated with your Institution, you will notify PeerSquared immediately at the insert email-address] support@peer-squared.com.
- (ii) Students under 13: You further understand and acknowledge that COPPA prohibits online service providers from knowingly collecting personal information from children under 13 years of age without Consent_and you understand that we will not let children under the age of 13 use the Services.

- (iii) Google Login. If you choose to allow your students to log in on the Services using their G Suite for Education or other Google Accounts ("Google Login(s)"), you are responsible for educating your students on the proper use of their Google Login, including to help educate your students on better protecting their Google Login by turning on two-factor authentication. Note that PeerSquared does not request or store passwords associated with any Google Logins. Additionally, please see the section "Social Media and Third-Party Authentication Services" for more detail on the use of Google Login.
- c) Parents: if you are a parent of a student and have been invited by the your child's School Personnel to create a parent account on the Services and you also (i) want to create an account for your child on the Services, (ii) allow your child to create their own account ("Student Created Accounted"), (iii) allow your child's School Personnel to create an account on your child's behalf, or (iv) allow your child to access or use Premium Features on your device, then the following terms apply to you:
- (i) Your Consent. Consent must be given in order for 1) you to create the student account; or 2) your child to create a Student Created Account; or 3) your child's School Personnel to create a student account on behalf of your child, enabling them to login using a QR code, class text code, or Google Login. This Consent may be obtained either by: 1) PeerSquared if you or your child is setting up the Student Created Account or you are allowing your child to access or use Premium Features on your device or account; or 2) a student's School Personnel (through School Consent) if they are setting up your child's Student Account, enabling them to login using a QR code, class text code, or Google Login, or otherwise allowing them to access and use the Services in school. Any student account created by you, your child's teacher, or your child directly are linked together (these are not different accounts, but rather the same singular account). If you are the parent or legal guardian of a child who is using the Services and your child's account was not set up by your child's School Personnel, and you did not give Consent, you can email us at [add a privacy email] support@peer-squared.com to have that child's account deleted. Please note that if you, as a parent, provide an email to School Personnel when the school is obtaining School Consent, we may send an email asking you to verify your child's account, but you will not receive any other emails unless you have opted in to email marketing or have separately created an account on our Services.
- (ii) Text, SMS and Other Messaging. PeerSquared, on behalf of and at the direction of an Institution, may send parents/legal guardians informational text messages from your child's Institution, including, but not limited to, messages: (1) providing information related to their or their child's use of the Services; (2) supplying information that they request; or (3) responding to their inquiries regarding their account or use of PeerSquared. If you as a parent/legal guardian, provide your telephone number to your child's school, you are consenting to PeerSquared (on behalf of and at the direction of your child's school) sending informational text messages closely related to PeerSquared's mission. If you have created an account on the Services, and have provided PeerSquared directly with your phone number or email, you further agree that we may send you messages, alerts, and other communications through the Services, including via email, web alert, text messages, push notifications and other similar means, in accordance with the preferences you set through the Services.

PeerSquared does not charge you for our text message features. But message and data rates may apply, so depending on your plan with your wireless or other applicable provider, you may be charged by your carrier or other applicable provider.

(iii) Creating Your Child's Account. If you are creating an account for your child, as permitted under this Agreement, we will first require your Consent. In order to comply with applicable laws, which govern the online collection of data from children, PeerSquared may take additional steps to verify that the user granting permission for the creation of a child's student account is his or her parent or legal guardian. To create your child's student account, your child's teacher or School Personnel will first send you an email requesting that you make an account for your child. The email will include a link to PeerSquared's Terms of Service and Privacy Policy via Google Forms or PeerSquared's Platform, which you are required to accept in order to create a child's student account. Upon completion, PeerSquared will then allow you to create your child's student account.

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Once your child has a student account (including if your child created their own Student Created Account (after you have Consented) or your child's teacher has created the student account on your child's behalf), they will be able to upload User Content. You are responsible for ensuring that such submissions (when not used during school) meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "Your Information and Content" and the "Acceptable Use and Conduct" Sections. You can request to remove any User Content uploaded by your child either by 1) contacting your child's School Personnel if the User Content was uploaded during school, and we will respond to valid requests received from the School Personnel or Institution, or 2) contacting us directly at to insert email address support@peer-squared.com_when the User Content is collected directly from your child while not at school, including when PeerSquared obtains the parent consent directly (not the school).

FERPA

PeerSquared understands that it is important that our partner schools comply with the Family Education Rights and Privacy Act ("FERPA") and related regulations. Certain information that may be provided to PeerSquared by School Personnel that is directly related to a student and maintained by an Institution, may be considered an education record ("Education Record") under FERPA. Additionally, certain information, provided to PeerSquared by School Personnel about a student, such as student name and grade level, may be considered directory information under FERPA ("Directory Information") and thus not an Education Record. Please see our DPA for more information regarding FERPA, PeerSquared's commitments to help Institutions comply with FERPA, and Institution's obligations with respect to FERPA. PeerSquared is not in a position to provide legal advice regarding whether the school's existing FERPA disclosures are sufficient. To the extent that School Personnel have questions regarding these issues, they should consult the school's own legal counsel for more information.

Social Media and Third-Party Authentication Services

PeerSquared may, now or in the future, incorporate certain functions that allow you to interact with the Services through your accounts on certain supported third-party social networks or network storage sites, such as with "Like" and "Share" buttons, features allowing you to register on PeerSquared through social networks or otherwise grant access to a third-party social networking services, such as through Facebook Connect or Google, or other similar features (collectively "Linked Accounts"). If you choose to use such features, you grant PeerSquared permission to access and use your Linked Account for the purpose of processing your requests. Additionally, if you decide to use a Linked Account to register for a PeerSquared account through an authentication service (such as Google Accounts, Microsoft Accounts, Facebook Connect, or Clever) ("Authentication Service") you give PeerSquared the permission to store and use certain information already associated with your Authentication Service consistent with our Privacy Policy. The current list of Authentication Services that we use is listed here. You may revoke PeerSquared's access to your account on any Authentication Service at any time by updating the appropriate settings in the account preferences of the respective Authentication Service. You should check your privacy settings on each Authentication Service to understand and change the information sent to us through each Authentication Service. Please review each Authentication Service's terms of use and privacy policies carefully before using their services and connecting to our Services. Your use of Linked Accounts and Authentication Services is subject to the applicable third-party terms and privacy policies.

Third-party Applications and Integrations

If you use any third-party applications, including, but not limited to, third-party applications that are integrated directly with our Services through application programming interfaces ("APIs") for your convenience, ("Third-Party Applications"), you are solely responsible for your interactions with such Third-Party Applications. Additionally, if you elect to use any Third-Party Applications, you are solely responsible for the selection of and any transfer or downloading of any User Content, or any other data or content stored on the PeerSquared Services, to such Third-Party Applications, including through any PeerSquared API's. PeerSquared shall not be responsible for any disclosure, modification or deletion of your data, or the use of your data by such Third-Party Applications, including, without limitation, any User Content, resulting from any such access by Third-Party Applications.

You acknowledge and agree that in connection with certain Third-Party Applications, you will be required to create accounts on other websites in your name ("User Third-Party Accounts") for such services to function. Such User Third-Party Accounts are required by the Third-Party Applications to be set up directly between you and the Third-Party Application. Use of the User Third-Party Accounts will be governed by the terms of use, agreements, policies, rules, guidelines and privacy policies of such websites ("Third-Party Application Terms"). You agree and acknowledge that you are solely responsible for compliance with such Third-Party Application Terms. If required to provide the Services, you hereby authorize and grant PeerSquared a right to use any names, passwords, API keys or other keys ("Third-Party Application Account Keys") solely as necessary to provide the Services to User

If you use any Third-Party Applications, including without limitation, to create and link or integrate any videos or other content ("Third-Party Application Created Content") to your account on PeerSquared, it is your responsibility to obtain any and all necessary rights you need, including, without limitation, for any additional photos / videos / music as necessary to grant us the license set forth in "Your Information and Content" Section. You are also solely responsible for all Third-Party Application Created Content, and for ensuring that such Third-Party Application Created Content meets all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "Your Information and Content" Section and the Community Guidelines. You further acknowledge that any Third-Party Application Created Content is subject to any other disclaimers and rights of PeerSquared with respect to such content contained in this Agreement, including, but not limited to the "Your Information and Content" Section. You represent and warrant, in connection with any use of Third-Party Applications, that you: (i) shall comply at all times with all applicable Third-Party Application Terms, including regarding the indirect or direct transfer of any User Content or other data to any third parties; (ii) shall comply with any and all process and guidelines set forth (or that may be set forth) by PeerSquared regarding Third-Party Applications; and (iii) will comply with the Community Guidelines for all content you link to or integrate with the Services through the use of any Third-Party Applications.

Premium Features

PeerSquared may develop and offer Users the ability to purchase Premium Features through the Services. Any use of the Premium Features and any payment(s) made on connection with the Premium Features is also subject to our Premium Features and Promotions Terms.

Modification to Agreement

We may modify this Agreement or Guidelines to, for example, reflect changes to the law or changes to our Services. You should look at the Agreement regularly. We'll post notice of modifications to this Agreement on this page or elsewhere in the Services and/or as required by law. Changes will not apply retroactively and will only become effective when (a) you use the Services after you know about the change, or (b) thirty days after they are posted (whichever is sooner). However, changes addressing new functions for a Services or changes made for legal reasons will be effective immediately. Your continued use of the Services, following notice of the changes to the Agreement or Guidelines, constitutes your acceptance of our amended terms, policies or guidelines. If you do not agree to the modified Agreement, you should discontinue your use of the Services. PeerSquared will not change how PII contained in Education Records or Student Data are used or shared under these Terms of Service without advance notice, including prominent notice to affected Users. If a change with respect to how PII contained in Education Records or Student Data is used or shared under these Terms of Service has a material adverse impact on the students, School Personnel or Institution and the School Personnel or Institution does not agree to the change, the School Personnel or Institution must notify PeerSquared within thirty days of receiving the notice of change as described under the caption "Contact Information" below. If School Personnel or Institution notifies PeerSquared as required, then the School Personnel or Institution will remain governed by the Terms of Service in effect immediately prior to the change until the end of the then current Term. If the Services are renewed, they will be renewed under PeerSquared's then current Terms of Service.

Your Representations and Warranty

You warrant, represent and agree that you will not provide any User Content or otherwise use the Services in a manner that (i) infringes, violates or misappropriates another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates any international, federal, state or local law, statute, ordinance or regulation or which would render PeerSquared in violation of any applicable laws or regulations, including without limitation, COPPA, state student privacy laws, and FERPA (the "Laws"); (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account or the Services in any way, such as allowing someone else access to your account or password or submitting User Content that contains viruses. Additionally, you represent, warrant and agree that you (i) possess all rights necessary to provide your User Content and grant PeerSquared the rights in this Agreement (ii) you will comply with the Laws in connection with your use of the Services; and (iii) you are solely responsible for providing notices and obtaining consents required by applicable Laws for students to use the Services or to provide User Content, including compliance with the applicable provisions of COPPA when obtaining School Consent.

Acceptable Use and Conduct

We do our best to keep PeerSquared safe, but we cannot guarantee it. We need your help to keep PeerSquared safe, which includes the following commitments by you when using our Services:

- You will only use the Services as permitted by law, including applicable export or re-export control laws and regulations.
- You will not post unauthorized commercial communications (such as spam, promotional emails, or advertisements) on or through the Services.
- You will not collect users' content or information, or otherwise access the Services, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Services.
- You will not upload viruses or other malicious code, files or programs.
- You will not collect, solicit or otherwise obtain login information or access an account belonging to someone else.
- You will not use the Services to violate a person's right to privacy or publicity or otherwise collect, use
 or disclose data, including personal information, about other users without their consent or for unlawful
 purposes or in violation of any Law.
- You will not bully, intimidate, or harass any User or use the Services in any manner that is threatening, abusive, violent, or harmful to any person or entity, or invasive of another's privacy.
- You will not post or approve any User Content or use the Services in a manner that infringes, violates
 or misappropriates any third-party's intellectual property rights or other proprietary rights, privacy
 rights or contractual rights.
- You will not use the Services in any way to upload, post, transmit, email or otherwise distribute content
 that: is hate speech, discriminating, defamatory, threatening, pornographic or obscene; incites violence;
 contains nudity or graphic or gratuitous violence; or is otherwise objectionable as reasonably determined
 by PeerSquared.
- You will not use the Services to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working or appearance of
 the Services or prevent other Users from using the Services, such as a denial of Services attack or
 interference with page rendering or other Services functionality.
- You will not access (or attempt to gain unauthorized access) to the Services or to PeerSquared's
 computer systems by any means other than as permitted in this Agreement or engage in any activity that
 disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of,
 the Services.
- You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to
 download data from the Services, including any Users' content or information, or otherwise access the
 Services, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g.

archive.org) that comply with our robots.txt file, or "well-behaved" web services/RSS/Atom clients. We reserve the right to define what we mean by "well-behaved."

- You will not employ misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin on any content transmitted to or through the Services.
- You will not use the Services in any commercially unreasonable manner or in any manner that would disparage PeerSquared.
- You will not impersonate a PeerSquared employee, or any other person, or falsely state or otherwise
 misrepresent your affiliation with any person or entity.
- You will not use the Services in any manner that is harmful to minors. Without limiting the foregoing, you will not transmit or post any content anywhere on the Services, including any User Content, that violate child pornography laws or that otherwise violates any child sexual exploitation laws. PeerSquared absolutely does not tolerate this and will report any suspected instances of child pornography, including reporting any of your user registration information, to law enforcement, including the National Center for Missing and Exploited Children.
- You will not copy, modify, or distribute any text, graphics, or other material or content available through
 the Services without our prior written permission, or if such content is a User Content, the prior written
 consent of such User.
- You will comply at all times with the Community Guidelines.
- You will not facilitate or encourage any violations of this Agreement or our policies, including, without, limitation, to facilitate the unlawful distribution of copyrighted content.

Any violation of the above may be grounds for termination of your right to access or use the Services.

Experimental Features

We may provide experimental features for you to try. These experimental features are not guaranteed to work the first time or any time. These features may abruptly and unexpectedly cease functioning, or disappear altogether. Other features of PeerSquared are not regularly tested for compatibility with experimental features. To enable an experimental feature, turn the switch on within a teacher account's Settings. Experimental features will be added and old ones removed, possibly (probably) without notice.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

DISCLAIMER OF WARRANTIES. THE SERVICES (AND ANY ASSOCIATED PRODUCTS, PREMIUM FEATURES, CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, USER CONTENT, PEERSQUARED TECHNOLOGY OR SOFTWARE AND ANY OTHER CONTENT ("COLLECTIVELY THE "PEERSQUARED OFFERINGS") ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PEERSQUARED (AND ITS PARENT, SUCCESSORS, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SERVICE PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, SUPPLIERS, LICENSORS, PARTNERS AND AGENTS ("PEERSQUARED PARTIES") EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PEERSQUARED OFFERINGS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

IN PARTICULAR, PEERSQUARED AND THE PEERSQUARED PARTIES MAKES NO REPRESENTATION OR WARRANTY THAT THE PEERSQUARED OFFERINGS (1) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR BE TO YOUR LIKING, (2) WILL BE TIMELY, SECURE, ACCURATE, FREE FROM ERRORS OR LOSS, OR UNINTERRUPTED, OR THAT THE SERVICES ARE

FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR (3) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME FEATURES ARE EXPERIMENTAL AND HAVE NOT BEEN TESTED IN ANY MANNER.

ANY MATERIAL DOWNLOADED FROM THE WEBSITE OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE USER'S OWN DISCRETION AND RISK, AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ACCESSING OR DOWNLOADING ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER FROM PEERSQUARED SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS OF USE.

LIMITATION OF LIABILITY. UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL PEERSQUARED OR THE PEERSQUARED PARTIES, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COST OF COVER, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF PEERSQUARED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO (i) THIS AGREEMENT; (ii) YOUR USE OR THE INABILITY TO USE THE PEERSQUARED OFFERINGS; OR (iii) ANY INTERACTION WITH ANY THIRD-PARTY THROUGH OR IN CONNECTION WITH THE PEERSQUARED OFFERINGS, INCLUDING OTHER USERS.

IN NO EVENT WILL PEERSQUARED OR THE PEERSQUARED PARTIES BE LIABLE TO YOU IN THE AGGREGATE (FOR ALL POTENTIAL CLAIMS BY YOU) FOR ANY DAMAGES INCURRED IN EXCESS OF THE GREATER OF ANY FEES YOU HAVE ACTUALLY PAID TO PEERSQUARED FOR USE OF THE PEERSQUARED OFFERINGS IN THE 12 MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM, OR ONE HUNDRED DOLLARS (\$100).

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IN SUCH CASES, PEERSQUARED'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Registration and Security

As a condition to using Services, you may be required to register with PeerSquared and select a password and username or provide additional contact information ("PeerSquared User ID"). Alternatively, (1) an Institution or School Personnel or (2) a parent, may create accounts and logins for students or their child ("Student Login(s)"). When you register or create a Student Login, you must provide PeerSquared with accurate, complete, and updated PeerSquared User ID and Student Login information. You may not select or use as a PeerSquared User ID or Student Login, a name of another person with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself without permission. PeerSquared reserves the right to refuse registration or to cancel a PeerSquared ID or Student Login in its discretion.

You shall be responsible for maintaining the confidentiality of your login credentials, PeerSquared ID, Student Login, password or QR code ("Account Credentials") and will not share with anyone or let anyone else access your Account Credentials or account. You may not transfer your Account Credentials or account to anyone without express prior written consent of PeerSquared. PeerSquared will not be liable for any direct or indirect loss that you may incur as a result of someone else using your Account Credentials, either with or without your knowledge or for a failure to comply with this Section. However, you may be held liable for losses incurred by PeerSquared or another party due to someone else using your Account Credentials.

You expressly agree to (a) immediately notify PeerSquared of any unauthorized use of your account or any other

breach of security of your Account Credentials, account or a child's personal information, and (b) ensure that you properly logout from your account at the end of each session.

You represent, warrant and covenant that (1) all Account Credential information you submit is truthful and accurate, and (2) if you are setting up a Student Login that you have obtained any and all necessary rights, permissions, or consents to access, setup, monitor, use or disclose any data from such accounts of other Users.

Indemnity

You agree, to the extent permissible by your state's laws, to indemnify, hold harmless and defend PeerSquared and the PeerSquared Parties from and against all damages, losses, demands, liabilities, judgments, settlements, costs and expenses of any kind (including reasonable attorneys' fees) from any claim or demand made by any third-party relating to or arising out of (i) your access to, use, or misuse of the Services or Premium Features, (ii) your breach of alleged breach of this Agreement, (iii) your failure to comply with applicable Laws (including any failure to obtain or provide any necessary consent), (iv) the infringement by you or any third-party using your account of any intellectual property, privacy, or other right of any person or entity, including in connection with your User Content, or (v) your breach or alleged breach of any interaction, agreement, or policy between you and any other Users. PeerSquared reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of PeerSquared. PeerSquared will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Copyright Protection

It is PeerSquared's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). For more information, please go to PeerSquared's DMCA Notification Guidelines. PeerSquared may remove any allegedly infringing content without any liability to you. PeerSquared will promptly terminate without notice any User's access to the Services where the User is a "repeat infringer" of copyrights. PeerSquared, however, reserves the right to identify and terminate Users under any circumstances it deems appropriate, including after only a single instance of allegedly infringing behavior by that User.

Third Party Content and Websites

Content from other Users and third parties, including, information about third-party products and services, is made available to you through the Services ("Third-Party Content"). Additionally, the Services may contain links to third-party websites that are not owned or controlled by PeerSquared, and includes features that allow you to interact and communicate with third parties ("Third-Party Websites"). The inclusion of Third-Party Content and links to Third-Party Websites on the Services does not imply our affiliation or endorsement of such Third-Party Content or Third-Party Websites. Because we do not control Third-Party Content or Third-Party Websites, you agree that we are not responsible for any such Third-Party Content or Third-Party Websites, including the accuracy, integrity, quality, legality, usefulness, safety or intellectual property rights of or relating to such Third-Party Content or Third-Party Websites (including privacy policies or opinions expressed on the Third-Party Websites), it is the sole responsibility of the person from which such Third-Party Content or Third-Party Websites originated, and PeerSquared has no obligation to monitor such Third-Party Content or Third-Party Websites. When you access Third-Party Websites or interact or communicate with third parties through the Services, you do so at your own risk and are solely responsible for determining whether or not such Third-Party Content and Third-Party Websites are appropriate or acceptable to you. Your interactions with Third-Party Content and Third-Party Websites, organizations and/or individuals found on or through the Services are solely between you and such organizations and/or individuals and are subject to their respective terms and conditions and privacy policies. You understand that by using the Services you may be exposed to Third-Party Content or Third-Party Websites that are offensive, indecent or objectionable, and that you use the Services at your own risk.

User Interactions and Release

User Disputes. PeerSquared is not responsible for the actions, content, information or data of other third parties, including other Users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Services. You should make whatever investigation you feel

necessary or appropriate before proceeding with any online or offline interaction with any other person. We reserve the right, but have no obligation, to become involved in any way with these disputes.

Release. If you have a dispute with one or more Users, you release us (and our officers, directors, agents, subsidiaries, successors, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor." And, if you are not a California resident, you waive any applicable state statutes of a similar effect.

Term and Termination

This Agreement shall remain in full force and effect while you use the Services unless your account is terminated as provided in this Agreement ("Term"). Certain Users (e.g., parents and School Personnel) may terminate their use of the Services or your account at any time by contacting us at provided, however, that an Institution may require satisfaction of certain requirements before School Personnel can terminate their account. As a parent, if you created your child's account (or your child is not using the Services at school), you can also terminate your child's account the same way, although we will need to verify your identity (such as requiring that you send the request to us from the same email address you used to provide your consent to activate the student account originally). Parents of students whose accounts were created (or directed to be used by) your child's teacher in school will first need to contact your child's school to request termination. Please see our FAQ for what information is deleted when you terminate or delete your account.

You acknowledge that, if you knowingly, intentionally or negligently violate this Agreement, PeerSquared may suspend your license to the Services, in whole or in part, until the violation has stopped or terminate your license and use of the Services. In the event that you fail to correct the violation after reasonable notice from PeerSquared, PeerSquared may terminate your license and use of the Services and this Agreement. You agree and if such termination or suspension occurs, PeerSquared shall bear no responsibility or liability for any damages or claims resulting from or in connection with such actions, including the loss of information associated with your account.

The following does not apply in the unforeseen circumstances in which PeerSquared ceases operations or files for bankruptcy at which point PeerSquared may terminate or suspend all User accounts and licenses with or without notice to you, and with no liability to you. We believe that you (or your school as applicable) own your data and preserving access to such data is important. If we discontinue the Services (such as if we went out of business), where reasonably possible, we will give you advance notice and a chance to get information out of the Services. Click here for more information.

Dispute Resolution

a) Generally: In the interest of resolving disputes between you and PeerSquared in the most expedient and cost effective manner, you and PeerSquared agree that any and all disputes arising in connection with these Terms of Service shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of these Terms of Service, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms of Service. You understand and agree that, by entering into these Terms of Service, you and PeerSquared are each waiving the right to a trial by jury or to participate in a class action.

b) Exceptions: Notwithstanding subsection (a), we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii)

seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.

c) Arbitration: Any arbitration between you and PeerSquared will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Service, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting PeerSquared.

d) Notice; Process: A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). PeerSquared's address for Notice is: [add PeerSquared physical address here]1432 West Roadrunner Drive, Chandler, AZ 85286. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but iff we do not reach an agreement to do so within 30 days after the Notice is received, you or PeerSquared may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or PeerSquared shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any; provided that if our dispute is finally resolved through arbitration in your favor, PeerSquared shall pay you the greater of (i) the amount awarded by the arbitrator, if any, and (ii) the greatest amount offered by PeerSquared in settlement of the dispute prior to the arbitrator's award.

e) Fees: In the event that you commence arbitration in accordance with these Terms of Service, PeerSquared will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in Phoenix, Arizona, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse PeerSquared for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

f) No Class Actions: you and PeerSquared agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and PeerSquared agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

g) Enforceability: if only Subsection F of this Section or the entirety of this Section is found to be unenforceable, then the entirety of this Section shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described elsewhere in this Section shall govern any action arising out of or related to these Terms of Service.

Miscellaneous

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. PeerSquared shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond PeerSquared's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

This Agreement is not assignable, transferable or sublicensable by you except with PeerSquared's prior written consent. PeerSquared may transfer, assign or delegate this Agreement and its rights and obligations without restriction. This Agreement is governed by and construed in accordance with the laws of the State of Arizona without regard to the conflict of laws provisions thereof. To the extent any dispute arising from or relating to the subject matter of this Agreement is permitted to be brought in a court of law, such claim shall be subject to the exclusive jurisdiction of the state and federal courts located in Phoenix, Arizona, and for all purposes of this Agreement, you and PeerSquared consent to the exclusive jurisdiction and venue of such courts. Unless and solely to the extent that you or your Institution have a separate written agreement with PeerSquared that governs your use of the Services (in which case such agreement will control), we both agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that the Agreement may not be modified, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Website will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind PeerSquared in any respect whatsoever.

Contact Information

For information about how to contact PeerSquared, please visit our contact page.