

Terms and Conditions | Scholarly Space, LLC

Last updated: September 20, 2016

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

Welcome, and thank you for your interest in Scholarly Space ("Scholarly Space" or "We" or "Us"), which operates the web site located at and related application programming interfaces (API's), mobile applications and online services (the "Website"). The following Terms of Service are a legal contract between you ("You") and Scholarly Space regarding your use of the Website. Visitors and users of the Website are referred to individually as "User" and collectively as "Users".

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE SCHOLARLY SPACE PRIVACY NOTICE AND ANY ADDITIONAL GUIDELINES (AS DEFINED BELOW) (COLLECTIVELY, THE "TERMS").

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE CONSENT FOR YOUR CHILD TO REGISTER WITH THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE IN RESPECT OF SUCH CHILD'S USE OF THE WEBSITE.

Eligibility Accounts

THE WEBSITE IS NOT AVAILABLE TO (A) ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE WEBSITE BY SCHOLARLY SPACE OR (B) ANY PERSONS UNDER THE AGE OF 13 WHOSE REGISTRATION HAS NOT BEEN APPROVED BY A LEGAL PARENT OR GUARDIAN. By clicking the "I Agree" button or by otherwise using or registering an account for the Website, You represent (a) that You have not been previously suspended or removed from the Website by Scholarly Space; (b) that You are either (i) at least 13 years of age or (ii) Your parent and/or guardian has consented to Your use of the Website; and (c) that your registration and your use of the Website is in compliance with any and all applicable laws and regulations.

Account

In order to use certain features of the Website, you must register for an account. You may be asked to provide a password in connection with your account. You are solely responsible for maintaining the confidentiality of your account and password, and You agree to accept responsibility for all activities that occur under your account or password. You agree that the information You provide to Scholarly Space, whether at registration or at any other time, will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID or password), then You agree to immediately notify Scholarly Space at privacy@scholarly.space. You may be liable for the losses incurred by Scholarly Space or others due to any unauthorized use of your Website account.

Integrated Service

Scholarly Space may permit You to register for the Website through, or otherwise associate your Scholarly Space account with, certain third party social networking or integrated services, such as Google ("Integrated Service"). By registering for the Website using (or otherwise granting access to) an Integrated Service, you agree that Scholarly Space may access your Integrated Service's account information, and you agree to any and all terms and conditions of the Integrated Service regarding your use of the Website via the Integrated Service. You agree that any Integrated Service is a Reference Site (as defined below) and you are solely responsible for your interactions with the Integrated Service as a result of accessing the Website through the Integrated Service. Scholarly Space does not control the practices of Integrated Services, and you are advised to read the [Privacy Policy](#) and terms and conditions of any Integrated Service that you use to understand their practices.

Child User

If You are a User of the Website and are under the age of 13 ("Child User"), You may not register an account for the Website without consent and approval from your legal parent or guardian. A Child User that begins the registration process for himself or herself without a Parent User may have the registration process restricted until a Parent User approves or assumes responsibility for the Child User account. Additionally, a Child User may use the Website if registered through certain educational organizations or, in certain cases (as defined below), by Coaches that have entered into a relationship directly with Scholarly Space and through which education organization or Coach the legal parent and/or guardian of such Child User has consented to use of the

Website. Further, in certain instances, a Child User may use our Website via one of the third party applications that integrate into or with the Website. A Child User that has registered through such external educational organizations, third party applications, or Coaches will only be permitted to use the Website for so long as Scholarly Space reasonably believes that such access has been consented to by the Child User's parent or guardian.

Parent User

If You are at least 18 years of age and you are the legal parent or guardian of a child that seeks to register as a Child User of the Website, You may register a parent account on the Website ("Parent User"). As a Parent User, you may create, register, manage and approve Child User accounts only for your own child(ren) or child(ren) for whom you are a legal guardian. IF YOU REGISTER, APPROVE THE REGISTRATION OF, OR OTHERWISE ASSUME RESPONSIBILITY FOR ANY CHILD USER, YOU REPRESENT AND WARRANT THAT YOU ARE SUCH CHILD USER'S LEGAL PARENT OR GUARDIAN AND YOU AGREE TO BE BOUND BY THE TERMS ON BEHALF OF SUCH CHILD USER, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE WEBSITE BY THE CHILD USER. You acknowledge that Scholarly Space may choose, but is not obligated, to make any inquiries, either directly or through third parties, that Scholarly Space deems necessary to validate Your registration information, including without limitation engaging third parties to provide verification services. Scholarly Space reserves all rights to take legal actions against anyone who misrepresents personal information or is otherwise untruthful about their identity. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT SCHOLARLY SPACE CANNOT GUARANTEE THE ACCURACY OF ANY INFORMATION SUBMITTED BY ANY USER AND SCHOLARLY

SPACE IS NOT OBLIGATED TO VERIFY THE IDENTITY OF ANY USER, INCLUDING ANY USER'S CLAIM TO BE A PARENT USER, OR TO VERIFY THAT A PARENT IDENTIFIED BY A CHILD USER OR A COACH DURING REGISTRATION IS SUCH CHILD USER'S ACTUAL PARENT OR GUARDIAN. A Parent User account, along with all associated Child User accounts, may be terminated by Scholarly Space at any time and without warning for any failure to abide by these Terms.

Coach

Scholarly Space may make available certain features and tools that permit certain Users (such as, for example, representatives of school districts, schools, teachers, and other educators) to work with students and other Users through the Website in order to provide such students and other Users with tutorial, educational and other education-related services, and to review and evaluate educational achievement and progress of such students and other Users (each a "Coach"). If you are a Coach, you must use Scholarly Space's Coach registration process when registering accounts on the Website for one or more of your students. IF YOU ARE A COACH AND YOU REGISTER AN ACCOUNT FOR A CHILD USER, YOU REPRESENT AND WARRANT THAT YOU HAVE RECEIVED EXPRESS CONSENT FROM SUCH CHILD USER'S PARENT OR LEGAL GUARDIAN FOR YOU TO REGISTER THE CHILD USER FOR THE WEBSITE AND FOR YOU TO PROVIDE TO SCHOLARLY SPACE THE INFORMATION YOU DISCLOSE IN CONNECTION WITH THE REGISTRATION OF SUCH CHILD USER. WITHOUT LIMITING THE FOREGOING, YOU FURTHER AGREE TO BE BOUND BY THESE TERMS ON BEHALF OF SUCH CHILD USER, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE WEBSITE BY THE CHILD USER, FOR SO LONG AS THE CHILD USER IS NOT OTHERWISE ASSOCIATED WITH OR ASSUMED BY A

VALID PARENT USER ACCOUNT. You hereby agree to indemnify, defend and hold harmless Scholarly Space against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to (a) your violation of any provision, representation or warranty in this Section; (b) the use of the Website by the Child User; (c) your failure to obtain sufficient parental or legal guardian consent; (d) your registration of the Child User, or (e) any other action related to the Child User.

Privacy

Your privacy is important to Scholarly Space. Please read the Scholarly Space [Privacy Policy](#), hereby incorporated into the Terms, carefully for information relating to Scholarly Space's collection, use, and disclosure of Your personal information.

API Terms;Other guidelines

API Terms

Users who utilize any of Scholarly Space's application programming interfaces ("APIs") additionally agree to be bound by Scholarly Space's API Terms of Service.

Other Guidelines

When using the Website, You will be subject to any additional posted guidelines or rules applicable to specific services and features which

may be posted from time to time. All such Guidelines are hereby incorporated by reference into the Terms.

Modification of the Terms

Scholarly Space reserves the right, at our discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms and any Guidelines periodically for changes. Your continued use of the Website after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, Scholarly Space will make reasonable effort to provide notice to you of such amended Terms, such as by an email notification to the address associated with your account or by posting a notice on the Website, and such amended terms will be effective against You on the earlier of (i) your actual notice of such changes and (ii) thirty days after Scholarly Space makes reasonable attempt to provide you such notice. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

Your Information and Content

In the course of using the Service, you and other users may provide or post certain content or information which may be used by Scholarly Space in connection with the Service and which may be visible to certain other users ("User Submissions"). Please visit our [Privacy Policy](#) for additional information on the types of information different types of users are able to provide. Additionally, some User Submissions may be deemed an Education Record (as defined below).

You retain all ownership rights you have in any User Submissions. Scholarly Space does not claim any ownership rights in the User Submissions.

In order to allow Scholarly Space to provide the Service, you hereby grant to us a limited, non-exclusive, sublicensable (as necessary to perform the Service), worldwide, royalty-free, and transferable (only to a successor) right and license to (i) use, copy, store, distribute, publicly perform and display, modify, and create derivative works (such as changes we make so that your content works better with our Service) such User Submissions as necessary to provide, improve and make the Service available to you and other users, including through any future media in which the Service may be distributed, (ii) use and disclose metrics and analytics regarding the User Submissions in an aggregate or other non-personally identifiable manner (including, for use in improving our service or in marketing and business development purposes), (iii) use any User Submission (including any Education Record) that has been de-identified for any product development, research or other purpose; and (iv) use for other purposes permitted by the Scholarly Space [Privacy Policy](#).

Company will only share and use your personally identifiable information in accordance with Scholarly Space's current [Privacy Policy](#) at <http://www.scholarly.space/privacy.html>.

The license in (i) above will terminate when you delete any User Submissions with intellectual property rights (like photos or videos) ("IP content")), you or your Institution (as defined below) deletes an Education Record, you delete any personal information, or you delete your account, unless your content has been shared with others, and they have not deleted it. When you delete IP content, 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 Submission may persist in backup copies for a reasonable period of time (but will not be available to others). You are responsible for making sure that you have all rights in the User Submissions, including the rights necessary for you to grant us the foregoing licenses to the User Submissions.

All information posted or transmitted through the Service is the responsibility of the person that posted it, and we will not be liable for any errors or omissions in any content. Scholarly Space cannot guarantee the identity of any other users with whom you may interact in the course of using the Service, or the authenticity of any data which users may provide about themselves. You acknowledge that all content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. We do not guarantee that we will publish any of your User Submissions, and reserve the right to remove User Submissions from the Service at any time for any reason, such as if we receive a notice reports a User Submission infringes someone's intellectual property rights.

Additional Terms by User Type

Students:

if you are a student accessing the Service at the invitation of a teacher or other school official, the following terms apply to you.

- i. Only students who have been invited, or given access to the Service, by their teacher, school, or district may use the Service. You may not access or use the Service unless you are invited or

given access to the Service by a teacher, school, or district who is authorized to give you access to the Service.

- ii. We request minimal personal information to be provided from students to sign up for an account on the Service: username, password, and age or date of birth. If you are under 13 years of age, we also collect your parent's email address so that we can provide notice or obtain consent for you to use the Service. 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 sign up for the Service or as directed by your teacher, school or district.
- iii. The Children's Online Privacy Protection Act ("COPPA") prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without verifiable parental consent or notice as applicable ("Consent"). Consent may be obtained either by 1) Scholarly Space if the student is setting up a student account; or 2) a student's school if utilizing certain features of the Service without setting up an account. Children under the age of 13 are prohibited from using certain features of the Service without Consent. For that reason, the signup flow for the Service requests the age of each new student user. By registering, you promise that you provided your real age during your signup, and you are either (a) over the age of 13 or (b) you gave us your parent or legal guardian's actual and current email address, and that any response sent to Company in response comes from your parent or legal guardian.

Teachers and school leaders

If you are a teacher, school leader, aide, or other similar personnel ("School Personnel") accessing the Service on behalf of a school, school district, or other similar educational institution (the "Institution"), the

following terms apply to you:

- i. You agree that you are acting on behalf of (or have permission from) your Institution to enter into this Agreement and to use the Service as part of your curriculum.
- You further understand and acknowledge that COPPA prohibits online service providers from knowingly collecting personally identifiable 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 certain features of the Service unless:
 - Scholarly Space obtains Consent from the child's parent or legal guardian if the student is creating an account on Scholarly Space; or
 - You obtain Consent in the situations where the child is not creating an account, but you as School Personnel allow the child to access certain features of Scholarly Space which may result in the collection of personal information from the child ("School Consent"). Scholarly Space will not provide full access or use of the Service to children under the age of 13 that you invite or allow access to the Service if we are unable to obtain parental consent or learn that School Personnel or the Institution has not obtained School Consent.
 - School Consent. You acknowledge and agree that when School Consent must be utilized to allow children under 13 to use the Service, you and/or the Institution will be solely responsible (and hereby agree that Scholarly Space is not responsible) for compliance with COPPA. This includes without limitation, limiting access to the Service to those student users from whom School Personnel has received valid Consent forms and complying with all parental requests regarding the collection, use and disclosure of such parent's child's information. School Personnel or the Institution are responsible for disseminating parental

consent forms to the parents of potential student users, for confirming receipt of valid consent forms for each child before granting the student access to the Service, and for retaining such consent forms on file. If a parent user does not consent or rescinds such School Consent, School Personnel or the Institution shall immediately notify Scholarly Space to discontinue that student's access to the Service and ensure that such student's information is no longer accessible through the Services. For more information on School Consent please see our FAQ.

- Only School Personnel who are current employees of the Institution may use the Service on the Institution's behalf. Upon termination of a teacher 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 Service claims to be affiliated with your Institution who is not, in fact, affiliated with your Institution, you will notify Company immediately.

Parents If you are a parent of a student that has been invited to create an account on the Service or is given access to the Service by School Personnel, then the following terms apply to you:

- If your child is under the age of 13, Consent must be given in order for a student to use certain features of a Scholarly Space student account. This Consent may be obtained either from 1) Scholarly Space if the student is setting up a student account; or 2) a student's School Personnel if utilizing certain features of the Service without setting up an account. If you are the parent or legal guardian of a child who has created an account with us and you did not receive an email seeking your Consent, you can email us at privacy@scholarly.space 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 Service. Information collected from students (including personal information and information collected automatically) is never used or disclosed for third-party advertising or any kind of first- or third-party behaviorally-targeted advertising, and personal information is never sold or rented to anyone, including marketers or advertisers. See our [Privacy Policy](#) for more details.

- You further agree that we may send you messages, alerts, and other communications through the Service, including via email, web alert, text messages, push notifications and other similar means, in accordance with the preferences you set through the Service, and you agree to accept such messages, and pay any applicable network access, data usage, or similar fees.

**FERPA* Certain information that may be provided to Scholarly Space by School Personnel that is directly related to a student and maintained by an Institution, may be considered an education record ("Education Record") under the Family Educational Rights and Privacy Act ("FERPA"). Additionally, certain information, provided to Company 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. A school may not generally disclose personally identifiable information from an eligible student's education records to a third party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA ("FERPA Exemption(s)"), including the exemption for Directory Information ("Directory Information Exemption") or disclosure to school officials with a legitimate educational interest ("School Official Exemption"). As School Personnel or an Institution providing Directory Information or any Education Record to Scholarly

Space, you represent, warrant and covenant to Scholarly Space, as applicable, that your Institution has:

- complied with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the Institution deems to be directory information and allowing parents and eligible students a reasonable amount of time to request that schools not disclose directory information about them; and/or
- complied with the School Official Exemption, including, without limitation, informing parents in their annual notification of FERPA rights that the Institution defines "school official" to include service providers and defines "legitimate educational interest" to include services such as the type provided by Scholarly Space; or
- obtained all necessary parental or eligible student written consent to share the Directory Information and Educational Records with Company, in each case, solely to enable Company's operation of the Service.

Scholarly Space will never share Education Records with third parties except (i) as directed by a Scholarly Space user (i.e., teacher sharing with another teacher or parent); or (ii) to our service providers that are necessary for us to provide the Service, as stated in our [Privacy Policy](#). A list of our current essential service providers is located [here](#). Education Records are never used or disclosed for third party advertising or any kind of first- or third-party behaviorally-targeted advertising to students or parents. Additionally, information collected directly from a student using Scholarly Space is never used or disclosed for third party advertising, or any kind of first- or third-party behaviorally-targeted advertising to the student, and personal information collected from a student is never sold or rented to anyone. This section shall not be construed (i) to prohibit Scholarly Space from marketing or advertising

directly to parents so long as the marketing or advertising did not result from the use of Educational Records to provide behaviorally targeted advertising or (ii) to limit the ability of Scholarly Space to use student information or Educational Records for adaptive learning or customized student learning purposes.

Scholarly Space may use Education Records that have been de-identified for product development, research or other purposes ("De-Identified Data"). De-Identified Data will have all direct and indirect personal identifiers removed, this includes, but is not limited to, name, date of birth, demographic information, location information and school identity. Scholarly Space agrees not to attempt to re-identify the De-Identified Data and not to transfer the De-Identified Data to a third party unless that party agrees not to attempt re-identification.

Scholarly Space Technology

The Service and the Scholarly Space Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement. "Scholarly Space Technology" means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including Scholarly Space proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, 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 Scholarly Space Marks. "Scholarly Space Marks" means the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of Scholarly Space.

Scholarly Space Technology is protected by copyright and other intellectual property laws. You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the Scholarly Space Technology for any purposes other than as expressly permitted under this Agreement. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any Scholarly Space Technology.

Using our Service does not give you ownership of any intellectual property rights in our Service or the Scholarly Space Technology. You may not use content from our Services, including User Submissions, unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any Scholarly Space Marks. You must not remove, obscure, or alter any copyright or other legal notices displayed in or along with our Services.

Social Media

Company may, now or in the future, incorporate certain functions that allow you to interact with the Service through your accounts on certain supported third party services, such as social networks or network storage sites ("Linked Accounts"), such as with "Like" and "Share" buttons, or similar features. If you choose to use such features, you grant Company permission to access and use your Linked Account for the purpose of processing your requests. Your use of Linked Accounts is subject to the applicable third party terms.

Prohibited Conduct. YOU AGREE NOT

TO:

- Use the Scholarly Space Website ("Website") for any commercial use or purpose unless expressly permitted by Scholarly Space in writing, it being understood that the Website and related services are intended for personal, non-commercial use only.
- Post, upload, or distribute any defamatory, libelous, or inaccurate User Content or other content;
- Post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
- Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Website accounts of others without permission, or perform any other fraudulent activity;
- Delete the copyright or other proprietary rights notices on the Website or on any Licensed Educational Content, Licensed Educational Code, or User Content;
- Assert, or authorize, assist, or encourage any third party to assert, against Scholarly Space or any of its affiliates or licensors any patent infringement or other intellectual property infringement claim regarding any Licensed Educational Content, Licensed Educational Code, or User Content You have used, submitted, or otherwise made available on or through the Website;
- Make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Website (including, but not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures);

- Use the Website for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
 - Defame, harass, abuse, threaten or defraud Users of the Website, or collect, or attempt to collect, personal information about Users or third parties without their consent;
 - Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Website, Licensed Educational Content, Licensed Educational Code, or User Content, features that prevent or restrict use or copying of any content accessible through the Website, or features that enforce limitations on the use of the Website, Licensed Educational Content, Licensed Educational Code, or User Content;
 - Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
 - Modify, adapt, translate or create derivative works based upon the Website or any part thereof, except and only to the extent expressly permitted by Scholarly Space herein or to the extent the foregoing restriction is expressly prohibited by applicable law; or
 - Intentionally interfere with or damage operation of the Website or any user's enjoyment of it, by any means, including without limitation by participation in any denial-of-service type attacks or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.
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Third-Party Sites

Third-Party Sites, Products and Services;

Links. The Website may include links or references to other web sites or services solely as a convenience to Users ("Reference Sites"). Scholarly Space does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES IS SOLELY AT YOUR OWN RISK.

Termination

Termination by Scholarly Space. Scholarly Space, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with Scholarly Space or your use of the Website and remove and discard all or any part of your account, User profile, and User Content, at any time. Scholarly Space may also in its sole discretion and at any time discontinue providing access to the Website, or any part thereof, with or without notice. You agree that any termination of your access to the Website or any account You may have, or portion thereof, may be affected without prior notice, and You agree that Scholarly Space will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Scholarly Space may have at law or in equity. As discussed herein, Scholarly Space does not permit copyright, trademarks, or other intellectual property infringing activities on the Website, and will terminate access to the Website, and remove all User Content or other content submitted, by any Users who

are found to be repeat infringers.

Termination by You. Your only remedy with respect to any dissatisfaction with (i) the Website, (ii) any term of these Terms of Service, (iii) Guidelines, (iv) any policy or practice of Scholarly Space in operating the Website, or (v) any content or information transmitted through the Website, is to terminate the Terms and your account. You may terminate the Terms at any time by deleting your login account with the Website and discontinuing use of any and all parts of the Website.

To request deletion of your login account, please email:

privacy@scholarly.space.

Indemnification

You agree to indemnify, defend, and hold harmless Scholarly Space, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners ("Scholarly Space Indemnitees") from any claims, losses, damages, liabilities, and expenses (including legal fees and expenses), arising out of any use or misuse of the Website, any violation of the Terms, or any breach of the representations, warranties, and covenants made herein, whether by You or by any Child User associated with you if you are a Parent User or Coach. Scholarly Space reserves the right, at your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Scholarly Space, and You agree to cooperate with Scholarly Space's defense of these claims. Scholarly Space will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

Disclaimers; No Warranties

No Warranties

THE WEBSITE, AND ALL DATA, INFORMATION, SOFTWARE, WEBSITE MATERIALS, CONTENT, USER CONTENT, REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WEBSITE, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SCHOLARLY SPACE, AND ITS AFFILIATES AND LICENSORS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SCHOLARLY SPACE OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

Content

SCHOLARLY SPACE, AND ITS SUPPLIERS, LICENSORS, AND AFFILIATES, DO NOT WARRANT THAT THE WEBSITE OR ANY DATA, USER CONTENT, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE WEBSITE WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

Harm to Your Computer

YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF CONTENT, WEBSITE MATERIALS, SOFTWARE, OR DATA THROUGH THE WEBSITE (INCLUDING THROUGH ANY API'S) IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.

Limitations by Applicable Law

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

Limitation of Liability and Damages

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL SCHOLARLY SPACE OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-

PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF (OR INABILITY TO USE) THE WEBSITE OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH SCHOLARLY SPACE, EVEN IF SCHOLARLY SPACE OR A SCHOLARLY SPACE AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, SCHOLARLY SPACE'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Limitation of Damages

IN NO EVENT WILL SCHOLARLY SPACE'S OR ITS AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', OR THIRD-PARTY PARTNERS', LICENSORS', OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF THE WEBSITE OR YOUR INTERACTION WITH OTHER WEBSITE USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

Basis of the Bargain

YOU ACKNOWLEDGE AND AGREE THAT SCHOLARLY SPACE HAS OFFERED THE WEBSITE AND ENTERED INTO THE TERMS IN

RELIANCE UPON THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND SCHOLARLY SPACE, AND THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND SCHOLARLY SPACE. SCHOLARLY SPACE WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

Miscellaneous

Waiver and Severability

The failure of Scholarly Space to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

Governing Law

These Terms and any action related thereto will be governed by the laws of the State of Connecticut without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings, or litigation arising in connection with the Products will be brought solely in the federal or state courts located in Washington, D.C.,

United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

U.S. Government Users and U.S. Government Restricted Rights

Certain of the components that comprise the Products are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein. The Products, any Mobile Software and all upgrades to the foregoing (if any) are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is Scholarly Space, LLC, 80 Lonetown Road, Redding CT 06896.

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Entire Agreement

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If you have any questions about these Terms, please email:

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