

## Peerceptiv Terms of Service

These Terms of Service last updated July 1, 2016

### Purpose of Agreement

Peerceptiv (the "Services") is made available to you by Panther Learning Systems Inc. ("Panther Learning", or the "Company") subject to the following Terms of Service (the "Terms"). "Services" means all services provided by Peerceptiv, which are licensed (not sold) to instructors, students, schools, commercial enterprises, and public entities for the purpose of improving learning outcomes and making the education process more efficient. The names "Peerceptiv" and "Panther Learning" may be used synonymously. The term "Website" may refer to the Peerceptiv website specifically or the application (the "Services") generally.

By using the Services or accessing the Website, you hereby accept these Terms of Service.

### Modification of Terms of Service

Peerceptiv may modify these Terms from time-to-time. Term modifications may be announced via electronic mail or by publishing the changes on the Website. You will be provided the option to terminate your use of the Services if Peerceptiv modifies the Terms in a manner that substantially affects your rights or use of the system. Your continued use of the Services after notice of any change to the Terms will be deemed to be your agreement to the amended Terms.

### User Registration Obligations

In consideration of your use of the Services, you agree to: a) provide true, accurate, current and complete information about yourself as prompted by the Registration Process and b) maintain and promptly update your Registration Data to keep it true, accurate, current, and complete.

### Service Interruptions

Peerceptiv must occasionally perform scheduled maintenance to serve. We will attempt to perform all scheduled maintenance at times that impact the fewest customers. If scheduled maintenance requires the service to be offline for a significant period we will post details of the scheduled maintenance on the Website at least 48 hours in advance of the maintenance. When we need to perform unscheduled maintenance, we will use reasonable efforts to provide prior notice before interrupting the Services. Where it is not reasonably practicable to provide prior notice of unscheduled maintenance, we will provide notice as soon as possible following the performance of the maintenance.

### Personal Information and Privacy

These terms include the provisions in the Peerceptiv Privacy Policy, which may be found at <http://www.peerceptiv.com/wp-content/uploads/2016/06/Peerceptiv-Privacy-Policy-1May2016.pdf>. You are responsible for all activities that occur within your Account and agree to notify Peerceptiv promptly of any unauthorized use of your Account. Peerceptiv is in no way responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your Account.

### Fees and Payments

All pricing is exclusive of any government taxes, duties, fees, or licenses unless otherwise noted, and exclusive of any registration or delegation charges imposed by educational institutions or domain name authorities.

Purchasers are responsible for payment of all sales and use taxes, as applicable, within their jurisdictions.

### Restriction of Use

In addition to other terms and conditions of this agreement, you shall not: (i) transfer or otherwise make available to any third party the Services; (ii) provide any service based on the Services, or reverse engineer the Services in any way, without prior written permission; or (iii) use the company name, logo or Website in an unauthorized manner.

### Intellectual Property Rights

Unless otherwise indicated, Peerceptiv owns or is the exclusive licensee of all Intellectual Property Rights to the Services, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. You acknowledge and agree that you shall not use, reproduce or distribute any content from Peerceptiv without first obtaining authorization from the Company. You may not resell Services or assign your rights and obligations under this agreement without prior written consent.

Peerceptiv respects your right to ownership of content created or stored by you. Unless authorized by you, your use of the Services does not grant Peerceptiv any license to use, reproduce, adapt, modify, publish or distribute the content created by you for any purpose other than the stated objective of collaborative learning.

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### Use Disclosure

You are welcome to announce your use of Peerceptiv in electronic or print media, and you agree to allow Peerceptiv to announce your use of Peerceptiv in electronic or print media. Both parties agree if they use logos or logotypes of the other that they will use them in an acceptable manner.

### Disclaimer of Warranties

The Services are provided on an as-is-and-as-available basis. Peerceptiv disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Peerceptiv makes no warranty that the services will be uninterrupted, timely, secure, or virus free. No advice or information, whether written or oral, obtained by you from Peerceptiv, its employees or representatives, shall create any warranty not expressly stated in these Terms.

### Limitation of Liability

You agree that Peerceptiv shall, in no event, be liable for any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever, or for loss of business profits, business interruption, computer failure, loss of business information, or other loss arising out of or caused by your use of or inability to use the service, even if Peerceptiv has been advised of the possibility of such damage. Your sole and exclusive remedy for any dispute with Peerceptiv related to the Services shall be termination of this service. In no event shall Peerceptiv's entire liability to you in respect of any of the Services, whether direct or indirect, exceed the fees paid by you for such Services.

### Indemnification

To the extent permissible under law, you agree to indemnify, defend and hold harmless Peerceptiv from and against any and all liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Peerceptiv that arise out of, result from, or may be payable by virtue of, your use of any of the Services.

### Termination

We may without notice suspend the Services or disconnect or deny your access to the Services if you fail to comply with any provision in this agreement, or do, or allow to be done, anything which in our opinion may have the effect of jeopardizing the operation of the Service, until the breach (if capable of remedy) is remedied.

If your account has been suspended or terminated due to your breach, you shall remain liable for all charges due throughout the period of suspension.

You may terminate the Service at anytime by sending an email to [support@peerceptiv.com](mailto:support@peerceptiv.com). Any refunds will be provided in accordance with the Peerceptiv Cancellation/Refund policy. If your account is closed for any reason, or at the end of the applicable semester, Peerceptiv has the right but not the obligation to delete all Customer Data from any storage media.

### Miscellaneous

The failure of either party to insist, in any one or more instances, upon performance of the Terms of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition.

Unless specified elsewhere, this Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments and practices between the parties regarding the subject matter hereof. In the event that any provision shall be held to be invalid or unenforceable for any reason whatsoever, 1) it is agreed that such invalidity or unenforceability shall not affect any other provision of this Agreement, 2) the remaining covenants, restrictions and provisions hereof shall remain in full force and effect, and 3) any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable and enforceable.

If a dispute develops between you and Peerceptiv on this Agreement, the parties agree to submit to binding arbitration conducted by and according to the rules and procedures of American Arbitration Association. The arbitration decision shall be binding upon the parties and shall be enforceable in any court of competent jurisdiction. Both parties shall share the cost of the dispute resolution process equally up to and including the arbitration hearing, although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties. As part of the arbitration decision, the arbitrator(s) may allocate the fees and costs of the arbitration along with attorney's fees and other reasonable costs and expenses to the prevailing party in any manner that the arbitrator(s) considers to be reasonable.