

QI LEARNING RESEARCH GROUP USER AGREEMENT

Important: Please carefully read the terms and conditions of this User Agreement ("Agreement") before accepting. The following terms and conditions govern your access to and use of SteamCafe.net including any content, functionality and services offered on or through such website (the "Website") or Paragon Learning Research Group LLC dba Qi Learning Research Group ("Qi Learning"), whether as a guest or a registered user. **By using the Website, you accept and agree to be bound and abide by these Terms of Use.** You represent and warrant that you are at least eighteen (18) years of age and that you have full authority to agree to the terms of this Agreement. If you do not wish to accept the terms of the Agreement, do not access the Website.

1. DEFINITIONS.

For purposes of this Agreement:

- a. "Agreement" has the meaning set forth in the preamble and incorporates all terms and conditions of this document.
- b. "Intellectual Property Rights" means any and all registered and unregistered rights to plans, ideas, designs, or other intangible assets. Such rights are granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, right of publicity, other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- c. "Law" means any statute, code, ordinance, rule, regulation, constitution, order, treaty, precedent, judgment, or other legal requirements of any authority of competent jurisdiction, including, but not limited to, federal, state, local, or foreign governments, political agencies or subdivisions thereof, or any appropriate courts or tribunals. The governing law for this Agreement will be the laws of the State of Iowa.
- d. "Materials" means all written, printed, or digital content provided by Qi Learning to facilitate the teaching process. These materials may include, but are not limited to, all teaching materials used by the facilitator as an aide to help him/her in facilitating his/her lesson effectively including maps, charts, diagrams, books, audio or video materials, workbooks, lesson plans, and other materials provided by Qi Learning on the Website.
- e. "Parties" mean the Qi Learning Research Group and User collectively.
- f. "Party" means the Qi Learning Research Group or User individually.

- g. "Permitted Use" means use of the Website by an authorized user for specific purposes agreed upon herein. Any unauthorized deployment or resale of Materials on the Website is strictly prohibited.
- h. "User Contributions" means all written, printed, or digital content provided by a Website subscriber or user to facilitate the teaching process. These materials may include, but are not limited to, all teaching materials are the aids used by the facilitator to help him/her in facilitating his/her lesson effectively including maps, charts, diagrams, books, audio or video materials, workbooks, lesson plans, and other materials uploaded by the user to the Website.
- i. "Website" means Steamcafe.net.

2. INTELLECTUAL PROPERTY RIGHTS.

- a. THE WEBSITE AND ITS ENTIRE CONTENTS, FEATURES AND FUNCTIONALITY (INCLUDING BUT NOT LIMITED TO ALL INFORMATION, SOFTWARE, TEXT, DISPLAYS, IMAGES, VIDEO AND AUDIO, AND THE DESIGN, SELECTION AND ARRANGEMENT THEREOF), ARE OWNED BY QI LEARNING, OR OTHER PROVIDERS OF SUCH MATERIAL AND ARE PROTECTED BY UNITED STATES COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET AND OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS LAWS. THESE TERMS OF USE PERMIT YOU TO USE THE WEBSITE FOR YOUR PERSONAL, NON-COMMERCIAL USE ONLY. YOU MUST NOT REPRODUCE, DISTRIBUTE, MODIFY, CREATE DERIVATIVE WORKS OF, PUBLICLY DISPLAY, PUBLICLY PERFORM, REPUBLISH, DOWNLOAD, STORE OR TRANSMIT ANY OF THE MATERIAL ON OUR WEBSITE, EXCEPT AS FOLLOWS:
 - i. YOUR COMPUTER MAY TEMPORARILY STORE COPIES OF SUCH MATERIALS IN RAM INCIDENTAL TO YOUR ACCESSING AND VIEWING THOSE MATERIALS;
 - ii. YOU MAY STORE FILES THAT ARE AUTOMATICALLY CACHED BY YOUR WEB BROWSER FOR DISPLAY ENHANCEMENT PURPOSES;
 - iii. YOU MAY PRINT ONE COPY OF A REASONABLE NUMBER OF PAGES OF THE WEBSITE FOR YOUR OWN PERSONAL, NON-COMMERCIAL USE AND NOT FOR FURTHER REPRODUCTION, PUBLICATION OR DISTRIBUTION; AND/OR,
 - iv. IF WE PROVIDE DESKTOP, MOBILE OR OTHER APPLICATIONS FOR DOWNLOAD, YOU MAY DOWNLOAD A SINGLE COPY TO YOUR COMPUTER OR MOBILE DEVICE SOLELY FOR YOUR OWN PERSONAL, NON-COMMERCIAL USE, PROVIDED YOU AGREE TO BE BOUND BY OUR END USER LICENSE AGREEMENT FOR SUCH APPLICATIONS.

- b. **Website Misuse.** In addition to the above, misuse of the contents on the Website may result in the termination of your use of the Website by Qi Learning and liability for damages. Misuse of the Website includes any of the following:
- i. Reproduce any portion of the Website contents or Materials for any purpose except as otherwise authorized in this Agreement;
 - ii. Decode, disassemble, reverse engineer, or otherwise attempt to derive or gain access to any portion the Website's source code;
 - iii. Adopt, build upon, correct, modify, translate, or otherwise improve or create derivative works of the Website;
 - iv. Lend, publish, sell, assign, transfer, or otherwise make available to any third party not authorized within this Agreement the Website in any manner;
 - v. Breach or circumvent any disclosed or undisclosed security device or intended protection used for or contained in the Website;
 - vi. Efface, alter, obscure, translate, combine, or otherwise change any trademarks, disclaimers, warranties, Intellectual Property Rights, proprietary rights, or any symbols, notices, marks, serial numbers, or identification on or relating to any copy of the Website;
 - vii. Use the Website in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or any applicable Laws; and/or,
 - viii. Use the Website and its Materials for the purposes of (i) comparative or competitive analysis of the Website; (ii) developing, using, or providing a competing product or service; or (iii) any other purpose that is to Qi Learning's detriment or commercial disadvantage.
- c. **Reservation to Limit Access to Materials.** Notwithstanding any other provision of this Agreement, Qi Learning reserves the right to change, suspend, remove, or disable access to any Website Materials, functionality, content, or other materials at any time without notice. In no event will Qi Learning be liable for the removal of or disabling of access to any such content or Materials under this Agreement. Qi Learning may terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of this Agreement and may also impose limits on the use of or access to certain features or portions of the Website, in any case and without notice or liability. You are advised to maintain a separate copy of any User Contributions you own the rights to as Qi Learning is not responsible for any removal or deletion of any User Contribution. Qi Learning has the right to disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

3. RELIANCE ON INFORMATION POSTED.

- a. **Accuracy of Materials.** The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.
- b. **Content of Materials.** This Website may include content provided by third parties, including materials provided by other users. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Qi Learning, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Qi Learning. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.
- c. **Changes to the Website.** We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.
- d. **Information About You and Your Visits to the Website.** All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.
- e. **Use of Features.** You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:
 - i. Establish a link from any website that is not owned by you;
 - ii. Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site;
 - iii. Link to any part of the Website other than the homepage;
 - iv. Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms of Use; and/or,
 - v. The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the terms set out in this Agreement.

4. HARDWARE REQUIREMENTS, ILLEGAL ACTIVITIES, AND OBLIGATIONS.

- a. **Prohibited Illegal Activities.** You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:
- i. In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries);
 - ii. For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, or otherwise;
 - iii. To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use;
 - iv. To impersonate or attempt to impersonate Qi Learning, a Qi Learning employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing);
 - v. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Qi Learning or users of the Website or expose them to liability;
 - vi. Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
 - vii. Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
 - viii. Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
 - ix. Use any device, software or routine that interferes with the proper working of the Website;
 - x. Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
 - xi. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
 - xii. Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; and/or,
 - xiii. Otherwise attempt to interfere with the proper working of the Website.

5. CHANGES TO THE TERMS OF USE.

- a. **Changes.** We reserve the right, at any time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms or conditions ("Additional Terms") on use of this Website. Such Additional Terms will be effective immediately and incorporated into this Agreement. Your continued use of the Website following the effective date of the Additional Terms will be deemed to constitute acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into the Agreement by reference.

6. DISCLAIMER OF WARRANTIES.

- a. **Warranty.** You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.
- b. YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER QI LEARNING NOR ANY PERSON ASSOCIATED WITH QI LEARNING MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER QI LEARNING NOR ANYONE ASSOCIATED WITH QI LEARNING REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR

UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

- c. **Warranty Disclaimers.** QI LEARNING HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

7. DATA OWNERSHIP.

- a. **User as Data Owner.** All User Contributions must comply with the Content Standards set out in these Terms of Use. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose. You represent and warrant that:
 - i. You own or control all rights in and to the User Contributions that you have uploaded and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns;
 - ii. All your User Contributions do and will comply with these Terms of Use;
 - iii. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Qi Learning, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness;
 - iv. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website; and/or,
 - v. You will not upload images of minors without the consent of their legal guardians.
- b. **Qi Learning Retains Certain Data Access Rights.** Qi Learning retains the right to access the User's data in certain instances. The need to access the data may include, but is not limited to, the following reasons:

- i. Maintain, backup, store, and move the data as needed;
- ii. Access the data for troubleshooting and Website support;
- iii. Audit the data and data logs to ensure Website functionality;
- iv. Audit the data and data logs to ensure User's compliance to the spirit, terms, and conditions of this Agreement;
- v. Maintain a copy of the data for business purposes including tax and other necessary business purposes as may be needed under federal and state law; and,
- vi. Access to data for response to inquiries from regulatory, investigative or other legal entities as necessary. Qi Learning will maintain the confidentiality of your data, but if served with valid legal process reserves the right to respond accordingly to minimize any legal liability. Maintaining, restoring, searching, and producing such information pursuant to valid legal process will result in additional fees to the User. This provision will survive the termination of this Agreement.

8. LIMITATION OF LIABILITY.

- a. **LIMITATION OF DAMAGES.** IN NO EVENT WILL QI LEARNING, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. QI LEARNING IS NOT LIABLE FOR ANY CLAIM AGAINST USER BY A THIRD PARTY RELATING TO USE OF THE WEBSITE, SYSTEM OR WORK PRODUCT EXCEPT AS WHEN THE COURT FINDS ANY PART OF THE AGREEMENT UNENFORCEABLE THEN THAT PART IS EXCLUDED (INDEMNIFICATION BY QI LEARNING). USER, AND NOT QI LEARNING, IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ALL USER MATERIALS. QI LEARNING DISCLAIMS ALL LIABILITY OF ANY KIND FOR USER MATERIALS. THE PARTIES MAKE THESE EXCLUSIONS IN CONSIDERATION OF THE FEES PAID AND USE GRANTED UNDER THE AGREEMENT. THE

FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

- b. **Limitation of Damages - Amount.** The total amount User may recover for all claims relating to the Agreement is limited in the aggregate to the fees paid for the service at issue during the relevant use and for the services at issue.
- c. **Links from the Website.** If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.
- d. **Applicability.** This Section does not apply to the indemnification obligations under Section 9 (Indemnification) or to either Parties' violation of the other's Intellectual Property Rights. The limitations in this Section shall apply even if any of the remedies provided in Section 6 (Disclaimer of Warranties) fail of their essential purpose. Some jurisdictions do not allow limitations of liability or exclusions for incidental or consequential damages so certain provisions of this Section may not apply to User; however, they apply to the greatest extent permitted by applicable law.

9. INDEMNIFICATION.

- a. **User Indemnification.** You agree to defend, indemnify and hold harmless Qi Learning, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

10. DISPUTE RESOLUTION AND LOCALITY.

- a. **Governing Law.** This Agreement is governed by and construed in accordance with the Laws of the State of Iowa without reference to (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the Parties' rights or duties; (b) the Uniform Computer Information Transactions Act as adopted in any jurisdiction; (c) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (d) other international laws. The Parties consent to the personal and exclusive jurisdiction and venue of the federal courts of the Northern District of Iowa.
- b. **Arbitration.** Unless all Parties agree otherwise, Qi Learning and User agree that any dispute, claim, or controversy arising out of or relating to this Agreement will be resolved through mandatory binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules, and the judgment of its arbitrator(s) may be entered by any court of competent jurisdiction. Qi Learning and User further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY AND ALL RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION OR MULTI-PARTY ACTION IN ANY ACTION, PROCEEDING, OR COUNTER-CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. ALL CLAIMS AND DISPUTES ARISING OUT OF THIS AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION WILL BE PERMANENTLY BARRED. This provision will survive the termination of this Agreement.

11. COMPLETE AGREEMENT.

EXCEPT AS OTHERWISE SET FORTH ON OUR WEBSITE, THE TERMS OF USE AND OUR PRIVACY POLICY CONSTITUTE THE SOLE AND ENTIRE AGREEMENT BETWEEN YOU AND QI LEARNING WITH RESPECT TO THE WEBSITE AND SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES, BOTH WRITTEN AND ORAL, WITH RESPECT TO THE WEBSITE.

