

## ACCEPTANCE OF THE TERMS & CONDITIONS

THESE TERMS & CONDITIONS ARE ENTERED INTO BY AND BETWEEN YOU, LEVEL UP CHALLENGES, AND KAREN MARIE KOSLOSKE SCHOEBEN M.ED.SPEC, KAREN MARIE SCHOEBEN (JOINTLY, ATAP-EDU LLC, ATAP-EDU CENTER FOR LEARNING@GENIUS AND KAREN M SCHOEBEN ARE ALSO REFERRED TO HEREIN AS "COMPANY ", "WE" OR "US"). THE FOLLOWING TERMS AND CONDITIONS, TOGETHER WITH ANY DOCUMENTS THEY EXPRESSLY INCORPORATE BY REFERENCE (COLLECTIVELY, THESE "TERMS & CONDITIONS "), GOVERN YOUR ACCESS TO AND USE OF ATAP-EDU.COM KEYS4.3DTHINKERS.COM (THE "WEBSITE"), INCLUDING ANY CONTENT, FUNCTIONALITY AND SERVICES OFFERED ON OR THROUGH THE WEBSITE, WHETHER AS A GUEST OR A REGISTERED USER. BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS & CONDITIONS, OUR PRIVACY POLICY (THE "PRIVACY POLICY"), AND OUR EARNINGS DISCLAIMER (THE "DISCLAIMER") ALL OF WHICH CAN BE FOUND IN THE WEBSITE FOOTER AND ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT WANT TO AGREE TO OR ACCEPT THESE TERMS & CONDITIONS, THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.

THE WEBSITE IS ONLY OFFERED AND AVAILABLE TO USERS WHO ARE 18 OR OLDER AND FULLY ABLE AND COMPETENT TO ENTER INTO THE TERMS, CONDITIONS, OBLIGATIONS, AFFIRMATIONS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THESE TERMS & CONDITIONS, AND TO ABIDE BY AND COMPLY WITH THESE TERMS & CONDITIONS. IF YOU DO NOT MEET ALL OF THE FOREGOING REQUIREMENTS, YOU MUST NOT ACCESS OR USE ANY WEBSITE.

## CHANGES TO THE TERMS & CONDITIONS

WE MAY REVISE AND UPDATE THESE TERMS & CONDITIONS FROM TIME TO TIME IN OUR SOLE DISCRETION. ALL CHANGES ARE EFFECTIVE IMMEDIATELY WHEN WE POST THEM AND APPLY TO ALL ACCESS TO AND USE OF THE WEBSITE THEREAFTER. YOUR CONTINUED USE OF THE WEBSITE FOLLOWING THE POSTING OF REVISED TERMS & CONDITIONS

MEANS THAT YOU ACCEPT AND AGREE TO THE CHANGES. WE ENCOURAGE AND EXPECT YOU TO CONSULT THE TERMS & CONDITIONS EACH TIME YOU ACCESS THE WEBSITE SO YOU ARE AWARE OF ANY CHANGES, AS THEY ARE BINDING ON YOU.

#### ACCESSING THE WEBSITE AND ACCOUNT SECURITY

WE RESERVE THE RIGHT TO WITHDRAW OR AMEND THE WEBSITE, AND ANY SERVICE OR MATERIAL WE PROVIDE ON THE WEBSITE, IN OUR SOLE DISCRETION WITHOUT NOTICE. WE WILL NOT BE LIABLE IF FOR ANY REASON ALL OR ANY PART OF THE WEBSITE IS UNAVAILABLE AT ANY TIME OR FOR ANY PERIOD. FROM TIME TO TIME, WE MAY RESTRICT ACCESS TO SOME PARTS OF THE WEBSITE, OR THE ENTIRE WEBSITE, TO USERS, INCLUDING REGISTERED USERS. YOU ARE RESPONSIBLE FOR (A) MAKING ALL ARRANGEMENTS NECESSARY FOR YOU TO HAVE ACCESS TO THE WEBSITE AND (B) ENSURING THAT ALL PERSONS WHO ACCESS THE WEBSITE THROUGH YOUR INTERNET CONNECTION ARE AWARE OF THESE TERMS & CONDITIONS AND COMPLY WITH THEM.

TO ACCESS THE WEBSITE OR SOME OF THE RESOURCES IT OFFERS, YOU MAY BE ASKED TO PROVIDE CERTAIN REGISTRATION DETAILS OR OTHER INFORMATION. IT IS A CONDITION OF YOUR USE OF THE WEBSITE THAT ALL THE INFORMATION YOU PROVIDE ON THE WEBSITE IS CORRECT, CURRENT AND COMPLETE. YOU AGREE THAT ALL INFORMATION YOU PROVIDE TO REGISTER WITH THIS WEBSITE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THROUGH THE USE OF ANY INTERACTIVE FEATURES ON THE WEBSITE, IS GOVERNED BY OUR PRIVACY POLICY, AND YOU CONSENT TO ALL ACTIONS WE TAKE WITH RESPECT TO YOUR INFORMATION CONSISTENT WITH OUR PRIVACY POLICY.

IF YOU CHOOSE OR ARE PROVIDED WITH, A USERNAME, PASSWORD OR ANY OTHER PIECE OF INFORMATION AS PART OF OUR SECURITY PROCEDURES, YOU MUST TREAT SUCH INFORMATION AS CONFIDENTIAL, AND YOU MUST NOT DISCLOSE IT TO ANY OTHER PERSON OR ENTITY. YOU ALSO ACKNOWLEDGE THAT YOUR ACCOUNT IS PERSONAL TO YOU AND AGREE NOT TO PROVIDE ANY OTHER PERSON WITH ACCESS TO THIS

WEBSITE OR PORTIONS OF IT USING YOUR USERNAME, PASSWORD OR OTHER SECURITY INFORMATION. YOU AGREE TO NOTIFY US IMMEDIATELY OF ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR USERNAME OR PASSWORD OR ANY OTHER BREACH OF SECURITY. WE HAVE THE RIGHT TO DISABLE ANY USERNAME, PASSWORD OR OTHER IDENTIFIERS, WHETHER CHOSEN BY YOU OR PROVIDED BY US, AT ANY TIME IN OUR SOLE DISCRETION FOR ANY OR NO REASON, INCLUDING IF, IN OUR OPINION, YOU HAVE VIOLATED ANY PROVISION OF THESE TERMS & CONDITIONS.

#### INTELLECTUAL PROPERTY RIGHTS

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 THE COMPANY, ITS LICENSORS OR OTHER PROVIDERS OF SUCH MATERIAL AND ARE PROTECTED BY UNITED STATES AND INTERNATIONAL COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET AND OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS LAWS. VIOLATION OF THIS SECTION IS STRICTLY PROHIBITED WITHOUT THE EXPRESS, WRITTEN PERMISSION OF COMPANY. FOR INFORMATION ON REQUESTING SUCH PERMISSION, CONTACT US AT [KAREN.ATAP.EDU@GMAIL.COM](mailto:karen.atap.edu@gmail.com).

THESE TERMS & CONDITIONS PERMIT YOU TO USE THE WEBSITE FOR YOUR PERSONAL, NON-COMMERCIAL USE ONLY. YOU MUST NOT SELL, LICENSE, RENT, COPY, REPRODUCE, TRANSMIT, DISTRIBUTE, MODIFY, CREATE DERIVATIVE WORKS FROM, PUBLICLY DISPLAY, PUBLICLY PERFORM, REPUBLISH, ADAPT, EDIT, DOWNLOAD, STORE OR TRANSMIT ANY OF THE MATERIAL ON OUR WEBSITE, WITH THE FOLLOWING EXCEPTIONS: (1) YOUR COMPUTER MAY TEMPORARILY STORE COPIES OF SUCH MATERIALS IN RAM INCIDENTAL TO YOUR ACCESSING AND VIEWING THOSE MATERIALS; (2) YOU MAY STORE FILES THAT ARE AUTOMATICALLY CACHED BY YOUR WEB BROWSER FOR DISPLAY ENHANCEMENT PURPOSES; (3) YOU MAY PRINT OR DOWNLOAD 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; (4) 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; AND (5) IF WE PROVIDE SOCIAL MEDIA FEATURES WITH CERTAIN CONTENT, YOU MAY TAKE SUCH ACTIONS AS ARE ENABLED BY SUCH FEATURES.

YOU MUST NOT (1) MODIFY COPIES OF ANY MATERIALS FROM THE WEBSITE; (2) USE ANY ILLUSTRATIONS, PHOTOGRAPHS, VIDEO OR AUDIO SEQUENCES OR ANY GRAPHICS FROM THE WEBSITE SEPARATELY FROM THE ACCOMPANYING TEXT; (3) DELETE OR ALTER ANY COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS NOTICES FROM COPIES OF MATERIALS FROM THE WEBSITE. YOU MUST NOT ACCESS OR USE FOR ANY COMMERCIAL PURPOSES ANY PART OF THE WEBSITE OR ANY SERVICES OR MATERIALS AVAILABLE THROUGH THE WEBSITE.

IF YOU PRINT, COPY, MODIFY, DOWNLOAD OR OTHERWISE USE OR PROVIDE ANY OTHER PERSON WITH ACCESS TO ANY PART OF THE WEBSITE IN BREACH OF THE TERMS & CONDITIONS, YOUR RIGHT TO USE THE WEBSITE WILL CEASE IMMEDIATELY AND YOU MUST, AT OUR OPTION, RETURN OR DESTROY ANY COPIES OF THE MATERIALS YOU HAVE MADE. NO RIGHT, TITLE, OR INTEREST IN OR TO THE WEBSITE OR ANY CONTENT ON THE WEBSITE IS TRANSFERRED TO YOU, AND ALL RIGHTS NOT EXPRESSLY GRANTED ARE RESERVED BY THE COMPANY. ANY USE OF THE WEBSITE NOT EXPRESSLY PERMITTED BY THESE TERMS & CONDITIONS IS A BREACH OF THESE TERMS & CONDITIONS AND MAY VIOLATE COPYRIGHT, TRADEMARK AND OTHER LAWS.

#### PROHIBITED USES

YOU MAY USE THE WEBSITE ONLY FOR LAWFUL PURPOSES AND IN ACCORDANCE WITH THESE TERMS & CONDITIONS. YOU AGREE NOT TO USE THE WEBSITE (A) IN ANY WAY THAT VIOLATES ANY APPLICABLE

FEDERAL, STATE, LOCAL OR INTERNATIONAL LAW OR REGULATION; (B) FOR THE PURPOSE OF EXPLOITING, HARMING OR ATTEMPTING TO EXPLOIT OR HARM MINORS IN ANY WAY BY EXPOSING THEM TO INAPPROPRIATE CONTENT, ASKING FOR PERSONALLY IDENTIFIABLE INFORMATION OR OTHERWISE; (C) 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 & CONDITIONS; (D) TO TRANSMIT, OR PROCURE THE SENDING OF, ANY ADVERTISING OR PROMOTIONAL MATERIAL WITHOUT OUR PRIOR WRITTEN CONSENT, INCLUDING ANY "JUNK MAIL", "CHAIN LETTER" OR "SPAM" OR ANY OTHER SIMILAR SOLICITATION; (E) TO IMPERSONATE OR ATTEMPT TO IMPERSONATE THE COMPANY, A COMPANY EMPLOYEE OR MANAGER, 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); OR (F) 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 THE COMPANY OR USERS OF THE WEBSITE OR EXPOSE THEM TO LIABILITY.

ADDITIONALLY, YOU AGREE NOT TO (1) 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; (2) 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; (3) 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; (4) USE ANY DEVICE, SOFTWARE OR ROUTINE THAT INTERFERES WITH THE PROPER WORKING OF THE WEBSITE; (5) INTRODUCE ANY VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS OR OTHER MATERIAL WHICH IS MALICIOUS OR TECHNOLOGICALLY HARMFUL; (6) 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; (7) ATTACK THE WEBSITE VIA A DENIAL-OF-SERVICE ATTACK OR A DISTRIBUTED DENIAL-OF-SERVICE ATTACK; OR (8) OTHERWISE ATTEMPT TO INTERFERE WITH THE PROPER WORKING OF THE WEBSITE.

#### USER CONTRIBUTIONS

THE WEBSITE MAY CONTAIN MESSAGE BOARDS, CHAT ROOMS, PERSONAL WEB PAGES OR PROFILES, FORUMS, BULLETIN BOARDS, AND OTHER INTERACTIVE FEATURES (COLLECTIVELY, "INTERACTIVE SERVICES") THAT ALLOW USERS TO POST, SUBMIT, PUBLISH, DISPLAY OR TRANSMIT TO OTHER USERS OR OTHER PERSONS (HEREINAFTER, "POST") CONTENT OR MATERIALS (COLLECTIVELY, "USER CONTRIBUTIONS") ON OR THROUGH THE WEBSITE. ALL USER CONTRIBUTIONS MUST COMPLY WITH THE CONTENT STANDARDS SET OUT IN THESE TERMS & CONDITIONS.

ANY USER CONTRIBUTION YOU POST TO THE WEBSITE WILL BE NON-CONFIDENTIAL AND NON-PROPRIETARY. BY PROVIDING ANY USER CONTRIBUTION ON THE WEBSITE, YOU GRANT US AND OUR LICENSEES, SUCCESSORS AND ASSIGNS THE RIGHT TO USE, REPRODUCE, MODIFY, PERFORM, DISPLAY, DISTRIBUTE AND OTHERWISE DISCLOSE TO THIRD PARTIES ANY SUCH MATERIAL FOR ANY PURPOSE.

WITHOUT LIMITING THE FOREGOING, YOU AGREE AND UNDERSTAND THAT OTHER INDIVIDUAL MEMBERS OF THE MEMBERSHIP PROGRAM(S) AVAILABLE ON THE WEBSITE MAY SEE THE INFORMATION THAT YOU POST ON ANY APPLICABLE WEBSITE MEMBERSHIP AREA. FOR THIS REASON, YOU AGREE THAT YOU SHALL NOT POST ANY INFORMATION ON THE WEBSITE THAT YOU DO NOT WANT OTHERS TO SEE. YOU AGREE THAT ANYTHING YOU POST IN THE APPLICABLE MEMBERSHIP AREA OF THE WEBSITE IS AT YOUR OWN RISK, AND YOU FURTHER AGREE TO HOLD COMPANY HARMLESS FROM ANY AND ALL DAMAGE THAT COULD OCCUR TO YOU FROM ANY INFORMATION THAT YOU POST. FOR ADDITIONAL DETAILS, PLEASE SEE OUR PRIVACY POLICY.

YOU REPRESENT AND WARRANT THAT (A) YOU OWN OR CONTROL ALL RIGHTS IN AND TO THE USER CONTRIBUTIONS AND HAVE THE RIGHT TO GRANT THE LICENSE GRANTED ABOVE TO US AND OUR LICENSEES, SUCCESSORS AND ASSIGNS; AND (B) ALL OF YOUR USER CONTRIBUTIONS DO AND WILL COMPLY WITH THESE TERMS & CONDITIONS. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR ANY USER CONTRIBUTIONS YOU SUBMIT OR CONTRIBUTE, AND YOU, NOT THE COMPANY, HAVE FULL RESPONSIBILITY FOR SUCH CONTENT, INCLUDING ITS LEGALITY, RELIABILITY, ACCURACY AND APPROPRIATENESS. 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.

MONITORING AND ENFORCEMENT; TERMINATION

WE HAVE THE RIGHT TO (A) REMOVE OR REFUSE TO POST ANY USER CONTRIBUTIONS FOR ANY OR NO REASON IN OUR SOLE DISCRETION; (B) TAKE ANY ACTION WITH RESPECT TO ANY USER CONTRIBUTION THAT WE DEEM NECESSARY OR APPROPRIATE IN OUR SOLE DISCRETION, INCLUDING IF WE BELIEVE THAT SUCH USER CONTRIBUTION VIOLATES THE TERMS & CONDITIONS, INCLUDING THE CONTENT STANDARDS, INFRINGES ANY INTELLECTUAL PROPERTY RIGHT OR OTHER RIGHTS OF ANY PERSON OR ENTITY, THREATENS THE PERSONAL SAFETY OF USERS OF THE WEBSITE OR THE PUBLIC OR COULD CREATE LIABILITY FOR THE COMPANY; (C) 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; (D) TAKE APPROPRIATE LEGAL ACTION, INCLUDING WITHOUT LIMITATION, REFERRAL TO LAW ENFORCEMENT, FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THE WEBSITE; (E) TERMINATE OR SUSPEND YOUR ACCESS TO ALL OR PART OF THE WEBSITE FOR ANY OR NO REASON, INCLUDING WITHOUT LIMITATION, ANY VIOLATION OF THESE TERMS & CONDITIONS.

TO THE EXTENT YOU ARE INVOLVED IN A MEMBERSHIP PROGRAM ON THE WEBSITE, EITHER YOU OR THE COMPANY CAN CANCEL YOUR PARTICIPATION IN ANY OF OUR MEMBERSHIP PROGRAMS AT ANY TIME

AND FOR ANY REASON. EXCEPT FOR REFUNDS PURSUANT TO ANY SPECIFIED REFUND PERIODS IN ANY PAYMENT TERMS ENTERED INTO BETWEEN YOU AND THE COMPANY, NO REFUNDS FOR PREVIOUS MONTHS OF MEMBERSHIP WILL BE GIVEN IN THE EVENT YOU OR COMPANY TERMINATES YOUR MEMBERSHIP IN THE WEBSITE.

WITHOUT LIMITING THE FOREGOING, WE HAVE THE RIGHT TO FULLY COOPERATE WITH ANY LAW ENFORCEMENT AUTHORITIES OR COURT ORDER REQUESTING OR DIRECTING US TO DISCLOSE THE IDENTITY OR OTHER INFORMATION OF ANYONE POSTING ANY MATERIALS ON OR THROUGH THE WEBSITE. YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

WE CANNOT AND/OR DO NOT UNDERTAKE TO REVIEW ALL MATERIAL BEFORE IT IS POSTED ON THE WEBSITE AND CANNOT ENSURE PROMPT REMOVAL OF OBJECTIONABLE MATERIAL AFTER IT HAS BEEN POSTED. ACCORDINGLY, WE ASSUME NO LIABILITY FOR ANY ACTION OR INACTION REGARDING TRANSMISSIONS, COMMUNICATIONS OR CONTENT PROVIDED BY ANY USER OR THIRD PARTY. WE HAVE NO LIABILITY OR RESPONSIBILITY TO ANYONE FOR PERFORMANCE OR NONPERFORMANCE OF THE ACTIVITIES DESCRIBED IN THIS SECTION.

#### CONTENT STANDARDS

THESE CONTENT STANDARDS APPLY TO ANY AND ALL USER CONTRIBUTIONS AND USE OF INTERACTIVE SERVICES. USER CONTRIBUTIONS MUST IN THEIR ENTIRETY COMPLY WITH ALL APPLICABLE FEDERAL, STATE, LOCAL AND INTERNATIONAL LAWS, AND REGULATIONS.

WITHOUT LIMITING THE FOREGOING, USER CONTRIBUTIONS MUST NOT:

(A) CONTAIN ANY MATERIAL WHICH IS DEFAMATORY, OBSCENE, INDECENT, ABUSIVE, OFFENSIVE, HARASSING, VIOLENT, HATEFUL, INFLAMMATORY OR OTHERWISE OBJECTIONABLE; (B) PROMOTE SEXUALLY EXPLICIT OR PORNOGRAPHIC MATERIAL, VIOLENCE, OR



DISCRIMINATION BASED ON RACE, SEX, RELIGION, NATIONALITY, DISABILITY, SEXUAL ORIENTATION OR AGE; (C) INFRINGE ANY PATENT, TRADEMARK, TRADE SECRET, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY OTHER PERSON; (D) VIOLATE THE LEGAL RIGHTS (INCLUDING THE RIGHTS OF PUBLICITY AND PRIVACY) OF OTHERS OR CONTAIN ANY MATERIAL THAT COULD GIVE RISE TO ANY CIVIL OR CRIMINAL LIABILITY UNDER APPLICABLE LAWS OR REGULATIONS OR THAT OTHERWISE MAY BE IN CONFLICT WITH THESE TERMS & CONDITIONS AND OUR PRIVACY POLICY; (E) BE LIKELY TO DECEIVE ANY PERSON; (F) PROMOTE ANY ILLEGAL ACTIVITY, OR ADVOCATE, PROMOTE OR ASSIST ANY UNLAWFUL ACT; (G) CAUSE ANNOYANCE, INCONVENIENCE OR NEEDLESS ANXIETY OR BE LIKELY TO UPSET, EMBARRASS, ALARM OR ANNOY ANY OTHER PERSON; (H) IMPERSONATE ANY PERSON, OR MISREPRESENT YOUR IDENTITY OR AFFILIATION WITH ANY PERSON OR ORGANIZATION' (I) INVOLVE COMMERCIAL ACTIVITIES OR SALES, SUCH AS CONTESTS, SWEEPSTAKES AND OTHER SALES PROMOTIONS, BARTER OR ADVERTISING; (J) CONTAIN ANY OCCULT, HATEFUL, OR RACIST MATERIAL; OR (K) GIVE THE IMPRESSION THAT THEY EMANATE FROM OR ARE ENDORSED BY US OR ANY OTHER PERSON OR ENTITY, IF THIS IS NOT THE CASE. TO THE EXTENT IT IS QUESTIONABLE WHETHER USER CONTRIBUTIONS VIOLATE THE CONTENT STANDARDS, THE COMPANY RESERVES THE RIGHT TO MAKE THE FINAL DECISION REGARDING WHETHER A VIOLATION HAS OCCURRED AND RESERVES THE RIGHT TO TERMINATE ANY USER'S ACCESS TO THE WEBSITE WITHOUT PRIOR NOTICE FOR A VIOLATION OF THIS PROVISION.

FURTHER REQUIREMENTS REGARDING THE CONDUCT THAT IS EXPECTED OF ALL USERS OF THE WEBSITE MAY ALSO BE FOUND VIA POSTS FROM THE COMPANY ON THE WEBSITE, AND YOU AGREE TO COMPLY WITH SUCH REQUIREMENTS.

#### RELIANCE ON INFORMATION POSTED

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.

THIS WEBSITE MAY INCLUDE CONTENT PROVIDED BY THIRD PARTIES, INCLUDING MATERIALS PROVIDED BY OTHER USERS, BLOGGERS AND THIRD-PARTY LICENSORS, SYNDICATORS, AGGREGATORS AND/OR REPORTING SERVICES. 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 THE COMPANY, ARE SOLELY THE OPINIONS AND THE RESPONSIBILITY OF THE PERSON OR ENTITY PROVIDING THOSE MATERIALS. THESE MATERIALS DO NOT NECESSARILY REFLECT THE OPINION OF THE COMPANY. 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.

#### 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.

#### 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.

#### TERMS OF SALE

ALL PURCHASES MADE ON THE WEBSITE ARE SUBJECT TO THIS SECTION (THE "TERMS OF SALE"). BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS OF SALE. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON

BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS OF SALE.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS OF SALE. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS OF SALE. YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS OF SALE, (B) ARE NOT THE OLDER OF (I) AT LEAST 18 YEARS OF AGE OR (II) THE LEGAL AGE TO FORM A BINDING CONTRACT WITH US, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, PRODUCTS, OR SERVICES BY APPLICABLE LAW.

IN THE EVENT OF ANY INCONSISTENCY BETWEEN THESE TERMS OF SALE AND OUR WEBSITE TERMS & CONDITIONS, EARNINGS DISCLAIMER, AND/OR PRIVACY POLICY, THE PROVISIONS OF THESE TERMS OF SALE WILL CONTROL.

ORDER ACCEPTANCE AND CANCELLATION.

YOU AGREE THAT YOUR ORDER IS AN OFFER TO BUY, UNDER THESE TERMS OF SALE, ALL PRODUCTS AND SERVICES LISTED IN YOUR ORDER. ALL ORDERS MUST BE ACCEPTED BY US OR WE WILL NOT BE OBLIGATED TO SELL THE PRODUCTS OR SERVICES TO YOU. WE MAY CHOOSE NOT TO ACCEPT ORDERS AT OUR SOLE DISCRETION, EVEN AFTER WE SEND YOU A CONFIRMATION EMAIL WITH YOUR ORDER INFORMATION AND DETAILS OF THE ITEMS YOU HAVE ORDERED.

PRICES AND PAYMENT TERMS.

ALL PRICES, DISCOUNTS, AND PROMOTIONS POSTED ON THIS WEBSITE ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE PRICE CHARGED FOR A PRODUCT OR SERVICE WILL BE THE PRICE IN EFFECT AT THE TIME THE ORDER IS PLACED AND MAY BE SET OUT IN YOUR ORDER CONFIRMATION EMAIL. SUBJECT TO OUR RIGHT TO INCREASE THE COST OF SUBSCRIPTION-BASED SERVICES (AS NOTED IN THE SECTION ENTITLED

“SALE OF SUBSCRIPTION SERVICES” BELOW), PRICE INCREASES WILL ONLY APPLY TO ORDERS PLACED AFTER SUCH CHANGES. POSTED PRICES DO NOT INCLUDE TAXES OR CHARGES FOR SHIPPING AND HANDLING. ALL SUCH TAXES AND CHARGES (IF APPLICABLE) WILL BE ADDED TO YOUR PURCHASE TOTAL AND WILL BE ITEMIZED IN YOUR SHOPPING CART AND IN YOUR ORDER CONFIRMATION EMAIL. WE STRIVE TO DISPLAY ACCURATE PRICE INFORMATION, HOWEVER WE MAY, ON OCCASION, MAKE INADVERTENT TYPOGRAPHICAL ERRORS, INACCURACIES OR OMISSIONS RELATED TO PRICING AND AVAILABILITY. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES, OR OMISSIONS AT ANY TIME AND TO CANCEL ANY ORDERS ARISING FROM SUCH OCCURRENCES. WE MAY OFFER FROM TIME-TO-TIME PROMOTIONS ON THE WEBSITE THAT MAY AFFECT PRICING AND THAT ARE GOVERNED BY TERMS AND CONDITIONS SEPARATE FROM THESE TERMS OF SALE. IF THERE IS A CONFLICT BETWEEN THE TERMS FOR A PROMOTION AND THESE TERMS OF SALE, THE PROMOTION TERMS WILL GOVERN.

TERMS OF PAYMENT ARE WITHIN OUR SOLE DISCRETION, AND PAYMENT MUST BE RECEIVED BY US IN THE MANNER SPECIFIED ON THE WEBSITE BEFORE OUR ACCEPTANCE OF AN ORDER. IF USING A CREDIT CARD, YOU REPRESENT AND WARRANT THAT (I) THE CREDIT CARD INFORMATION YOU SUPPLY TO US IS TRUE, CORRECT AND COMPLETE, (II) YOU ARE DULY AUTHORIZED TO USE SUCH CREDIT CARD FOR THE PURCHASE, (III) CHARGES INCURRED BY YOU WILL BE HONORED BY YOUR CREDIT CARD COMPANY, AND (IV) YOU WILL PAY CHARGES INCURRED BY YOU AT THE POSTED PRICES, INCLUDING SHIPPING AND HANDLING CHARGES AND ALL APPLICABLE TAXES, IF APPLICABLE, REGARDLESS OF THE AMOUNT QUOTED ON THE WEBSITE AT THE TIME OF YOUR ORDER.

#### SALE OF GOODS.

THE WEBSITE MAY FROM TIME TO TIME OFFER THE SALE OF TANGIBLE PRODUCTS (“GOODS”) TO YOU. WE WILL ARRANGE FOR SHIPMENT OF GOODS TO YOU. PLEASE CHECK THE INDIVIDUAL PRODUCT PAGE FOR SPECIFIC DELIVERY OPTIONS. YOU WILL PAY ALL SHIPPING AND HANDLING CHARGES SPECIFIED DURING THE ORDERING PROCESS.

SHIPPING AND HANDLING CHARGES ARE A REIMBURSEMENT FOR THE COSTS WE INCUR IN THE PROCESSING, HANDLING, PACKING, SHIPPING, AND DELIVERY OF YOUR ORDER. TITLE AND RISK OF LOSS PASS TO YOU UPON OUR TRANSFER OF THE GOODS TO THE SHIPPING CARRIER. SHIPPING AND DELIVERY DATES ARE ESTIMATES ONLY AND CANNOT BE GUARANTEED. WE ARE NOT LIABLE FOR ANY DELAYS IN SHIPMENTS.

UNLESS A RETURN POLICY FOR GOODS IS POSTED ON THE WEBSITE AT THE TIME OF YOUR PURCHASE, THE SALE OF ALL GOODS ON THE WEBSITE IS FINAL AND NON-RETURNABLE. HOWEVER, TO THE EXTENT A RETURN POLICY IS POSTED ON THE WEBSITE AT THE TIME OF YOUR PURCHASE, WE WILL ACCEPT A RETURN OF ANY GOODS PURSUANT TO SUCH RETURN POLICY. TO RETURN GOODS, YOU MUST EMAIL US AT KAREN.ATAP.EDU@GMAIL.COM BEFORE SHIPPING YOUR GOODS. NO RETURNS OF ANY TYPE WILL BE ACCEPTED WITHOUT FIRST EMAILING US AS SPECIFIED ABOVE. YOU ARE RESPONSIBLE FOR ALL SHIPPING AND HANDLING CHARGES ON RETURNED GOODS. YOU BEAR THE RISK OF LOSS DURING SHIPMENT. YOUR REFUND WILL BE CREDITED BACK TO THE SAME PAYMENT METHOD USED TO MAKE THE ORIGINAL PURCHASE ON THE WEBSITE. IF YOU CAN SHOW THAT A GOOD SHIPPED BY US WAS IN DEFECTIVE CONDITION BEFORE BEING GIVEN OVER TO THE CARRIER FOR SHIPMENT TO YOU, WE WILL ACCEPT A RETURN OF THE DEFECTIVE GOOD AND PROVIDE A REPLACEMENT TO YOU IF AVAILABLE (OR REFUND YOUR PURCHASE PRICE IF NO REPLACEMENT IS AVAILABLE).

SALE OF SUBSCRIPTION/MEMBERSHIP SERVICES.

THE WEBSITE MAY FROM TIME TO TIME OFFER OPTIONAL SUBSCRIPTION SERVICES (OR SUBSCRIPTION MEMBERSHIP PROGRAMS) FOR SPECIFIC USERS ("SUBSCRIPTION SERVICES"). BY SELECTING A SUBSCRIPTION SERVICE, YOU AGREE TO PAY US THE SUBSCRIPTION OR USAGE FEES INDICATED FOR THAT SERVICE ON THE WEBSITE. PAYMENTS FOR SUBSCRIPTION SERVICES WILL BE CHARGED ON THE DAY YOUR SUBSCRIPTION SERVICE GOES INTO EFFECT AND WILL COVER THE USE OF THAT SERVICE FOR THE PERIOD INDICATED. THEREAFTER, YOU AGREE THAT MONTHLY PAYMENTS (OR OTHER PERIODIC PAYMENTS AS

SPECIFIED ON THE WEBSITE AT THE TIME OF PURCHASE) WILL CONTINUE TO BE CHARGED TO YOUR CREDIT CARD ON A RECURRING BASIS UNTIL YOU CANCEL YOUR SUBSCRIPTION SERVICE. THE AMOUNT OF THE RECURRING CHARGE WILL BE THE THEN-CURRENT SUBSCRIPTION FEE APPLICABLE TO THE SUBSCRIPTION SERVICE YOU SELECTED. YOU ACKNOWLEDGE THAT THE AMOUNT OF THE RECURRING CHARGE MAY INCREASE IF THE APPLICABLE SUBSCRIPTION FEE INCREASES. SUBSCRIPTION SERVICES MUST BE CANCELLED IN WRITING (BY EMAIL TO KAREN.ATAP.EDU@GMAIL.COM) AT LEAST THIRTY (30) DAYS PRIOR TO YOUR NEXT RECURRING PAYMENT IN ORDER TO AVOID BILLING OF THE NEXT SUBSCRIPTION SERVICE RECURRING PAYMENT. SUBSCRIPTION SERVICE FEES ARE NOT PRORATED OR REFUNDABLE UNLESS EXPRESSLY STATED OTHERWISE ON THE WEBSITE.

IF YOUR PAYMENT METHOD FAILS OR YOUR ACCOUNT IS PAST DUE, WE RESERVE THE RIGHT TO EITHER SUSPEND OR TERMINATE YOUR SUBSCRIPTION SERVICES. ANY SUCH SUSPENSION OR TERMINATION WILL RESULT IN THE CANCELLATION OF ANY PROMOTIONAL PROGRAMS APPLICABLE TO YOUR SUBSCRIPTION SERVICES.

YOU AGREE TO SUBMIT ANY DISPUTES REGARDING ANY CHARGE TO YOUR ACCOUNT IN WRITING (AT THE EMAIL ADDRESS ABOVE) TO US WITHIN SIXTY (60) DAYS AFTER SUCH CHARGE, OTHERWISE SUCH DISPUTE IS WAIVED BY YOU AND SUCH CHARGE WILL BE FINAL AND NOT SUBJECT TO CHALLENGE.

NOT LEGAL ADVICE

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ANY MATERIALS OR INFORMATION PROVIDED DOES NOT, AND IS NOT INTENDED TO, CONSTITUTE LEGAL ADVICE. ALL INFORMATION, CONTENT, AND MATERIALS AVAILABLE IN THE CHALLENGE ARE FOR GENERAL INFORMATIONAL PURPOSES ONLY. PARTICIPANTS SHOULD CONTACT THEIR ATTORNEY TO OBTAIN ADVICE WITH RESPECT TO ANY PARTICULAR LEGAL MATTER.

ONLY YOUR INDIVIDUAL ATTORNEY CAN PROVIDE ASSURANCES THAT THE INFORMATION CONTAINED HEREIN – AND YOUR INTERPRETATION OF IT – IS APPLICABLE OR APPROPRIATE TO YOUR PARTICULAR SITUATION. USE OF, AND ACCESS TO, THIS CHALLENGE OR ANY OF THE LINKS OR RESOURCES CONTAINED WITHIN IT DO NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN THE PARTICIPANT AND CHALLENGE AUTHORS, CONTRIBUTORS, CONTRIBUTING LAW FIRMS, OR GUEST SPEAKERS AND THEIR RESPECTIVE EMPLOYERS.

INFORMATION CONTAINED IN THE CHALLENGE IS THE MOST UP-TO-DATE LEGAL OR NON-LEGAL INFORMATION AVAILABLE AT THE TIME OF THE CHALLENGE. THIS CHALLENGE MAY CONTAIN LINKS TO OTHER THIRD-PARTY WEBSITES. SUCH LINKS ARE ONLY FOR THE CONVENIENCE OF THE READER, USER OR BROWSER; AND DO NOT CONSTITUTE A RECOMMENDATION OR ENDORSEMENT OF THE CONTENTS OF THE THIRD-PARTY SITES.

THE VIEWS EXPRESSED AT, OR THROUGH, THIS CHALLENGE ARE THOSE OF THE INDIVIDUAL IN THEIR INDIVIDUAL CAPACITIES ONLY – NOT THOSE OF THEIR RESPECTIVE EMPLOYER. ALL LIABILITY WITH RESPECT TO ACTIONS TAKEN OR NOT TAKEN BASED ON THE CONTENTS OF THIS CHALLENGE ARE HEREBY EXPRESSLY DISCLAIMED. THE CONTENT IS PROVIDED "AS IS;" NO REPRESENTATIONS ARE MADE THAT THE CONTENT IS ERROR-FREE.

TO THE EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS KAREN MARIE SCHOEBEN FROM ANY LOSSES, DAMAGES, CLAIMS, OR LIABILITIES OF ANY NATURE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM YOUR USE OF THE EDUCATIONAL INFORMATION PROVIDED.

#### COPYRIGHT

UNLESS OTHERWISE EXPRESSLY STATED, COPYRIGHT IN ALL MATERIALS AVAILABLE IN THE CHALLENGE IS OWNED BY KAREN MARIE SCHOEBEN. THESE MATERIALS MAY ONLY BE USED FOR YOUR PERSONAL USE.

MATERIALS, OR SECTIONS OF MATERIALS FROM THE CHALLENGE MUST NOT BE PUBLISHED (SUCH AS REPLICATION OF MATERIALS).

ALL OTHER RIGHTS ARE RESERVED.

#### TRADEMARKS

ALL TRADEMARKS MENTIONED ON THIS WEBSITE BELONG TO THEIR RESPECTIVE OWNER. KAREN MARIE KOSLOSKE SCHOEBEN M.ED.SPEC NAME AND LOGO ARE TRADEMARKS OF KAREN SCHOEBEN THE LOGO MAY NOT BE USED WITHOUT THE PRIOR SPECIFIC, WRITTEN PERMISSION OF KAREN MARIE SCHOEBEN.

#### WARRANTY AND DISCLAIMERS RELATING TO PURCHASES

OUR COMPANY MAKES NO GUARANTEE THAT IT WILL ACCOMPLISH ANY PARTICULAR RESULT FOR YOU OR YOUR BUSINESS, AND THE COMPANY WILL NOT GUARANTEE THE DELIVERY OR PERFORMANCE OF ANY DELIVERABLES OR SERVICES EXCEPT AS IS EXPRESSLY AGREED UPON IN WRITING. ALL PRODUCTS AND SERVICES OFFERED ON THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

WITHOUT LIMITING THE FOREGOING, YOU MAY FROM TIME-TO-TIME VIEW INSTRUCTIONAL MATERIALS AND VIDEOS THROUGH THE WEBSITE. YOU UNDERSTAND THAT EVERY PERSON'S SITUATION IS DIFFERENT, AND THAT THE COMPANY AND ITS REPRESENTATIVES ARE NOT ABLE TO DETERMINE WHETHER ITS INSTRUCTIONAL MATERIALS ARE APPROPRIATE FOR YOU. NEITHER THE COMPANY NOR ANY PRESENTER OF SUCH INSTRUCTIONAL MATERIALS OR INFORMATION MAKES ANY CLAIM, GUARANTEE, OR WARRANTY THAT THEIR INFORMATION OR PROGRAMS ARE EFFECTIVE OR APPROPRIATE IN ANY CERTAIN SITUATION. THE WEBSITE VIDEOS AND MATERIALS ARE PROVIDED FOR LEARNING PURPOSES, BUT ANY PERSON



ATTEMPTING TO UTILIZE SUCH INFORMATION AND PROGRAMS MUST RELY UPON HIS/HER OWN JUDGMENT IN DETERMINING WHETHER, HOW, AND IN WHAT SITUATIONS TO UTILIZE THE INFORMATION AND PROGRAMS ON THE WEBSITE. BECAUSE EVERY PERSON IS UNIQUE, YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY (AND THE PRESENTER OF ANY INFORMATION ON THE WEBSITE) THAT RELATE IN ANY WAY TO THE INSTRUCTIONAL MATERIALS, VIDEOS, AND OTHER PROGRAMS AND INFORMATION PRESENTED ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY CLAIM FOR NEGLIGENCE, GROSS NEGLIGENCE, FRAUD, OR MISREPRESENTATION.

YOU FURTHER AGREE TO THE TERMS OF OUR EARNINGS DISCLAIMER WITH RESPECT TO YOUR PURCHASES ON THE WEBSITE. WE DO NOT MANUFACTURE OR CONTROL ANY THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES OFFERED ON OUR WEBSITE.

THE AVAILABILITY OF THIRD-PARTY PRODUCTS OR SERVICES THROUGH OUR WEBSITE DOES NOT INDICATE AN AFFILIATION WITH OR ENDORSEMENT OF ANY PRODUCT, SERVICE, MANUFACTURER, OR SERVICE-PROVIDER OR BUSINESS. ACCORDINGLY, WE DO NOT PROVIDE ANY WARRANTIES WITH RESPECT TO THE THIRD-PARTY PRODUCTS OR SERVICES OFFERED ON OUR WEBSITE.  
LIMITATION OF LIABILITY.

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS OF SALE OR THE SALE OF PRODUCTS AND SERVICES TO YOU, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON,

AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER RELATED TO OUR PRODUCTS AND/OR SERVICES, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR WEBSITE.

#### LINKING TO THE WEBSITE AND SOCIAL MEDIA FEATURES

YOU MAY LINK TO OUR HOMEPAGE, PROVIDED YOU DO SO IN A WAY THAT IS FAIR AND LEGAL AND DOES NOT DAMAGE OUR REPUTATION OR TAKE ADVANTAGE OF IT, BUT YOU MUST NOT ESTABLISH A LINK IN SUCH A WAY AS TO SUGGEST ANY FORM OF ASSOCIATION, APPROVAL OR ENDORSEMENT ON OUR PART WITHOUT OUR EXPRESS WRITTEN CONSENT.

THE WEBSITE MAY PROVIDE CERTAIN SOCIAL MEDIA FEATURES THAT ENABLE YOU TO (A) LINK FROM YOUR OWN OR CERTAIN THIRD-PARTY WEBSITES TO CERTAIN CONTENT ON THE WEBSITE; (B) SEND E-MAILS OR OTHER COMMUNICATIONS WITH CERTAIN CONTENT, OR LINKS TO CERTAIN CONTENT, ON THE WEBSITE; OR (C) CAUSE LIMITED PORTIONS OF CONTENT ON THE WEBSITE TO BE DISPLAYED OR APPEAR TO BE DISPLAYED ON YOUR OWN OR CERTAIN THIRD-PARTY WEBSITES. YOU MAY USE THESE FEATURES SOLELY AS THEY ARE PROVIDED BY US, 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 (A) ESTABLISH A LINK FROM ANY WEBSITE THAT IS NOT OWNED BY YOU; (B) 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; (C) LINK TO ANY PART OF THE WEBSITE OTHER THAN THE HOMEPAGE; (D) OTHERWISE TAKE ANY ACTION WITH RESPECT TO THE MATERIALS ON THIS WEBSITE THAT IS INCONSISTENT WITH ANY OTHER PROVISION OF THESE TERMS & CONDITIONS. YOU AGREE TO COOPERATE WITH US IN CAUSING ANY UNAUTHORIZED

FRAMING OR LINKING IMMEDIATELY TO CEASE. WE RESERVE THE RIGHT TO WITHDRAW LINKING PERMISSION WITHOUT NOTICE. WE MAY DISABLE ALL OR ANY SOCIAL MEDIA FEATURES AND ANY LINKS AT ANY TIME WITHOUT NOTICE IN OUR DISCRETION.

#### 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 THIS WEBSITE, YOU DO SO ENTIRELY AT YOUR OWN RISK AND SUBJECT TO THE TERMS AND CONDITIONS OF USE FOR SUCH WEBSITES.

#### GEOGRAPHIC RESTRICTIONS

THE OWNERS OF THE WEBSITE IS BASED IN THE UNITED STATES. WE PROVIDE THIS WEBSITE FOR USE ONLY BY PERSONS LOCATED IN THE UNITED STATES AND CANADA. WE MAKE NO CLAIMS THAT THE WEBSITE OR ANY OF ITS CONTENT IS ACCESSIBLE OR APPROPRIATE OUTSIDE OF THE UNITED STATES AND CANADA. ACCESS TO THE WEBSITE MAY NOT BE LEGAL BY CERTAIN PERSONS OR IN CERTAIN COUNTRIES. IF YOU ACCESS THE WEBSITE FROM OUTSIDE THE UNITED STATES AND CANADA, YOU DO SO ON YOUR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS.

#### DISCLAIMER OF WARRANTIES

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.

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 THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY 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 WEBSITE 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.

WITHOUT LIMITING THE FOREGOING, THE COMPANY IS NOT ACTING AS A FINANCIAL OR LEGAL ADVISOR AND DOES NOT GUARANTEE THAT YOU WILL ACHIEVE ANY PARTICULAR RESULT FROM USING THE WEBSITE OR FROM PARTICIPATING IN THE COMPANY'S MEMBERSHIP PROGRAMS LOCATED ON ITS WEBSITES. PLEASE SEE OUR COMPLETE EARNINGS DISCLAIMER, ACCESSIBLE IN THE FOOTER OF OUR WEBSITE, FOR

ADDITIONAL DETAILS. THE COMPANY 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.

#### LIMITATION ON LIABILITY

IN NO EVENT WILL THE COMPANY, 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, THE MEMBERSHIP PROGRAMS AVAILABLE THROUGH THE WEBSITE, 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.

#### INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY, 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 & CONDITIONS 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 &

CONDITIONS OR YOUR USE OF ANY INFORMATION OBTAINED FROM THE WEBSITE.

#### GOVERNING LAW AND JURISDICTION

ALL MATTERS RELATING TO THE WEBSITE AND THESE TERMS & CONDITIONS AND ANY DISPUTE OR CLAIM ARISING THEREFROM OR RELATED THERETO (IN EACH CASE, INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS), SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW HAMPSHIRE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW HAMPSHIRE OR ANY OTHER JURISDICTION).

ANY LEGAL SUIT, ACTION OR PROCEEDING COMMENCED BY YOU AND ARISING OUT OF, OR RELATED TO, THESE TERMS & CONDITIONS OR THE WEBSITE SHALL BE INSTITUTED EXCLUSIVELY IN THE STATE OR FEDERAL DISTRICT COURTS LOCATED IN MERRIMACK COUNTY, NEW HAMPSHIRE. NOTWITHSTANDING THE FOREGOING, WE RETAIN THE RIGHT TO BRING ANY SUIT, ACTION OR PROCEEDING AGAINST YOU FOR BREACH OF THESE TERMS & CONDITIONS IN MERRIMACK COUNTY, NEW HAMPSHIRE OR IN YOUR COUNTY OF RESIDENCE (IF IN THE UNITED STATES) OR ANY PERMISSIBLE VENUE (IF OUTSIDE THE UNITED STATES). YOU WAIVE ANY AND ALL OBJECTIONS TO THE EXERCISE OF JURISDICTION OVER YOU BY SUCH COURTS AND TO VENUE IN SUCH COURTS.

#### ARBITRATION

AT THE COMPANY'S SOLE DISCRETION, IT MAY REQUIRE YOU TO SUBMIT ANY DISPUTES ARISING FROM THE USE OF THESE TERMS & CONDITIONS OR THE WEBSITE, INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, TO FINAL AND BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION APPLYING NEW HAMPSHIRE LAW.

#### WAIVER AND SEVERABILITY

NO WAIVER BY THE COMPANY OF ANY TERM OR CONDITION SET FORTH IN THESE TERMS & CONDITIONS SHALL BE DEEMED A FURTHER OR CONTINUING WAIVER OF SUCH TERM OR CONDITION OR A WAIVER OF ANY OTHER TERM OR CONDITION, AND ANY FAILURE OF THE COMPANY TO ASSERT A RIGHT OR PROVISION UNDER THESE TERMS & CONDITIONS SHALL NOT CONSTITUTE A WAIVER OF SUCH RIGHT OR PROVISION. IF ANY PROVISION OF THESE TERMS & CONDITIONS IS HELD BY A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, SUCH PROVISION SHALL BE ELIMINATED OR LIMITED TO THE MINIMUM EXTENT SUCH THAT THE REMAINING PROVISIONS OF THE TERMS & CONDITIONS WILL CONTINUE IN FULL FORCE AND EFFECT.

#### ENTIRE AGREEMENT

THE TERMS & CONDITIONS AND THE OTHER DOCUMENTS SPECIFICALLY INCORPORATED HEREIN CONSTITUTE THE SOLE AND ENTIRE AGREEMENT BETWEEN YOU AND THE COMPANY 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. NEITHER YOU NOR COMPANY ARE RELYING ON ANY REPRESENTATION NOT CONTAINED HEREIN (OR IN THE OTHER DOCUMENTS SPECIFICALLY INCORPORATED HEREIN).

#### CONTACTING US

IF YOU NEED TO CONTACT US, PLEASE EMAIL US AT  
KAREN.ATAP.EDU@GMAIL.COM