



Welcome to ADVANTAGES Digital Learning Solutions!

IMPORTANT--PLEASE READ CAREFULLY

These Terms govern your access to and use of ADVANTAGES Digital Learning Solutions software, products, and/or services (individually or collectively, the "**Products**") and any information, content, text, graphics, photos or other materials uploaded, downloaded, purchased, or appearing on or through the Products (collectively referred to as "**Content**"). Additional terms or product requirements may apply to our individual Products and are available with the relevant Product. These Terms apply to all visitors, users, and others who access and use the Products ("**Users**").

By accessing or using the Products you agree to be bound by these Terms.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT, TO THE EXTENT APPLICABLE TO YOU, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

Notwithstanding the foregoing, nothing in these Terms supersedes or limits your rights under (1) the terms and conditions of any written agreement you have entered into with ADVANTAGES Digital Learning Solutions regarding the use of Products, or (2) applicable laws or regulations to the extent these Terms are prohibited by such laws or regulations. In the event of any conflict between these Terms and the terms and conditions of an applicable written agreement you have entered into with ADVANTAGES Digital Learning Solutions, the terms and conditions of the written agreement shall control.

1. Basic terms & accounts

You are responsible for your use of the Products. You may use the Products only if you can form a binding contract with ADVANTAGES Digital Learning Solutions. Your account with ADVANTAGES Digital Learning Solutions (and use of the Product) gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you are accepting these Terms and using the Products on behalf of a company, organization, government, or other legal entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity’s behalf. You may use the Products only in compliance with these Terms, any agreement entered into by your institution relating to the Products, and all applicable local, state, national, and international laws, rules and regulations.

In cases where you have authorized or registered another individual, including a minor, to use your account(s), you are fully responsible for (i) the online conduct of such User; (ii) controlling the User’s access to and use of the Products; and (iii) the consequences of any misuse. ADVANTAGES Digital Learning Solutions requires that the parents, guardian, or other authorized adult or educational institution of a minor affirmatively consent to the use of an ADVANTAGES Digital Learning Solutions Product by such minor. ADVANTAGES Digital Learning Solutions reserves the right to provide access to the minor’s account to the minor’s parents, guardian or other authorized adult or educational institution, upon such adult’s request.

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. ADVANTAGES Digital Learning Solutions shall have no liability for your interactions with other Users, nor for any User’s acts or omissions.

2. Privacy & use of personal information

Any information that you provide to ADVANTAGES Digital Learning Solutions, including first name, last name, email address, and any other information including personal information you have provided, may provide, or may be collected by us in connection with your use of the Products (“**Your Information**”), will be collected, maintained and used in order to provide the Products to you or your institution, any additional terms applicable to an individual Product, and any agreement entered into by your institution relating to the Product. You understand that, through your use of the Products, you consent to the collection and use (as set forth in these Terms and any agreement entered into by your institution relating to the Product) of Your Information for storage, hosting, processing, and use by ADVANTAGES Digital Learning Solutions.

For the avoidance of doubt, personal information that includes Student Data (defined below) provided to ADVANTAGES Digital Learning Solutions through the use of these Products is governed by the terms of the agreement between ADVANTAGES Digital Learning Solutions and the educational institution relevant to your use of the Products. As between ADVANTAGES Digital Learning Solutions and you, you and/or the educational institution own all right, title and interest to all Student Data you provide or otherwise make available to us, and we do not own, control, or license such Student Data, except so as to provide the Products to you and to the educational institution that provides the products and controls Student Data from the educational records, if applicable, and as described herein. “**Student Data**” is any information (in any format) that is directly related to an identifiable current or former student that is maintained by a school, school district, or related entity or organization, or by us, as part of the provision of the Products. Student Data may include “educational records” as defined by the Family Educational Rights and Privacy Act (“**FERPA**”), 20 U.S.C. § 1232(g). ADVANTAGES Digital Learning Solutions agrees to treat Student Data as confidential and not to share it with third parties other than as described in



ADVANTAGES Digital Learning Solutions' agreement with the educational institution.

If you have any questions regarding the privacy and use of your information, please contact us.

3. Content & Your Rights

You are responsible for Content that you post to the Products, and any consequences thereof. The Content you submit, post, or display may be viewed by other Users of the Products. You may be able to control the Content that other Users of certain Products may access through the privacy options in certain Products.

You retain your rights to any Content you submit, post, or display on or through the Products. By submitting, posting or displaying Content on or through the Products, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, host, store, copy, reproduce, process, adapt, modify, publish, transmit, create derivative works from, communicate, display, and/or distribute such Content in any and all media or distribution methods (now known or later developed) as part of providing any of the Products. You agree that this license includes the right for ADVANTAGES Digital Learning Solutions to provide, promote, and improve the Products and to make Content submitted to or through the Products available to other institutions or individuals as part of providing the Products (including after termination of your use of the Products) and in accordance with your privacy settings. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Products, and we do not take responsibility for such Content. Any use or reliance on any Content or materials



posted via the Products or obtained by you through the Products is at your own risk.

Further, in connection with Content you submit, post, or display on or through the Products, you affirm, represent, and warrant the following: (a) you have the written consent of each and every natural person who is identifiable in the Content, if any, to use such person's name or likeness in the manner contemplated by any Product and these Terms, and each such person has released you from any liability that may arise in relation to such use; (b) you have obtained and are solely responsible for obtaining all consents as may be required by law to post any Content relating to third parties; (c) your Content and ADVANTAGES Digital Learning Solutions' use thereof as contemplated by these Terms and any Product will not violate any law or infringe any rights of any third party, including but not limited to any intellectual property rights and privacy rights; and (d) ADVANTAGES Digital Learning Solutions may exercise the rights to your Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement, licensing arrangement or otherwise.

ADVANTAGES Digital Learning Solutions respects the intellectual property rights of others and expects Users of the Products to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is

accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you.

4. Your license to use the products

A. License

ADVANTAGES Digital Learning Solutions gives you a personal, worldwide, royalty-free, non-assignable, and non-exclusive license to use the Products, subject to these Terms and any agreement entered into by your institution relating to the Products, solely for the intended use of the Products, and not for competitive intelligence, analysis, or demonstrations. You may not copy, modify, distribute, sell, or lease any part of our Products, nor may you reverse engineer or attempt to extract the source code of any Product, unless laws prohibit those restrictions, or you have our written permission.

B. Acceptable use

When using the Products you must not: (i) circumvent, disable or otherwise interfere with any security related features of the Products or features that prevent or restrict use or copying of the content accessible via the Products; (ii) create more than one account for use with a particular Product (however, you may connect all your social networks or other Product accounts, in each case that we support, to your account for use with such Product); (iii) give any false or misleading information or permit another person to use a Product under your name or on your behalf; (iv) impersonate any person, or misrepresent your identity or affiliation with any person or give the impression they are linked to ADVANTAGES Digital Learning Solutions, if this is not the case; (v) use a Product if we have suspended or banned you from using it; (vi) send junk, spam, repetitive messages, unsolicited advertising or marketing email, call, or text



messages, or engage in any activities that violate anti-spamming laws and regulations, including but not limited to, the CAN-SPAM Act or 2003, the Telephone Consumer Protection Act, or other federal, state or local laws relating to emails, calls, or text messages; (vii) advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property; (viii) modify, interfere, intercept, disrupt or hack any Product or collect any data from a Product other than in accordance with these Terms of Use; (ix) misuse the Products by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the Products or any User of the Products' equipment; (x) submit or contribute any Content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive (in each case unless such Content is submitted or contributed for a predominantly educational purpose, such as, for example, historical materials contributed via a Product for class discussion); (xi) submit or contribute any Content without the permission of the content owner or otherwise infringe the copyright, trademark, privacy, publicity, or other rights of third parties; (xii) use any Content in violation of any licensing terms specified by the owner; (xiii) submit or contribute any information or commentary about another person without that person's permission; (xiv) threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or take any action that is likely to harass, upset, embarrass, alarm or annoy any other person; or (xv) use any automated system, including without limitation "robots", "spiders" or "offline readers" to access a Product in a manner that sends more request messages to the Product than a human can reasonably produce in the same period of time.

Failure to comply with these rules of acceptable use constitutes a serious breach of these Terms of Use, and may result in our taking all or any of the following actions (with or without notice): (a) immediate, temporary or permanent withdrawal of your right to use our Products; (b) immediate, temporary or permanent removal of any Content; (c) issuing of a warning to you; (d) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs)

resulting from the breach; and (e) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The responses described in this Section are not limited, and we may take any other action we reasonably deem appropriate.

C. Changes to the products

We may, without prior notice, change any Product; stop providing any Product or features of any Product, to you or to Users generally; or create usage limits for any Product. We may permanently or temporarily terminate or suspend your access to any Product without notice or liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

5. ADVANTAGES Digital Learning Solutions rights

The Products are always evolving and the form, nature, and/or functionality of the Products may change from time to time without prior notice to you. In addition, ADVANTAGES Digital Learning Solutions may stop (permanently or temporarily) providing the Products (or any features within the Products) to you or to Users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

All right, title, and interest in and to the Products (excluding Content provided by Users or other third parties) are and will remain the exclusive property of ADVANTAGES Digital Learning Solutions and its licensors. The Products are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the ADVANTAGES

Digital Learning Solutions name or any of the ADVANTAGES Digital Learning Solutions trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding ADVANTAGES Digital Learning Solutions, or the Products is entirely voluntary, and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

6. Registration obligations & passwords

You may never use another User's account without permission from ADVANTAGES Digital Learning Solutions. In consideration of your use of the Products, you agree (a) that Your Information will be true, accurate, current and complete, and (b) to maintain and promptly update Your Information to keep it true, accurate, current and complete. You are responsible for safeguarding any password that you use to access the Products (including passwords used on other ADVANTAGES Digital Learning Solutions products that permit single sign-on to the Products) and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols, and have at least eight (8) characters) with your account. You agree to (a) notify ADVANTAGES Digital Learning Solutions of any unauthorized use of your password or User identification and any other breach of security, and (b) ensure that you exit from your account at the end of each session.

7. Termination

We may suspend or terminate your accounts or cease providing you with all or part of the Products at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Products is no longer

commercially viable. In such a termination event, the license granted hereunder shall automatically terminate. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Products, except that the following Sections shall continue to apply: 2, 3, 5, 6, 9, 10, and 11.

Further, if you stop using the Products for more than 60 days, your accounts may be deleted and ADVANTAGES Digital Learning Solutions assumes no responsibility for Content deleted following inactivity. If you wish to delete your ADVANTAGES Digital Learning Solutions Product account(s) in their entirety(ies), you may contact us and specify which ADVANTAGES Digital Learning Solutions Product account(s) you wish to delete. We will delete your specified accounts within a reasonable time, unless prohibited by law.

Nothing in this Section shall affect ADVANTAGES Digital Learning Solutions' rights to change, limit, or stop the provision of the Products without prior notice, as provided elsewhere in these Terms.

8. Disclaimers & limitations of liability

Please read this Section carefully since it limits the liability of ADVANTAGES Digital Learning Solutions and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and/or licensors (collectively, the “**ADVANTAGES Digital Learning Solutions Entities**”). Each of the Subsections below only applies up to the maximum extent permitted under applicable law. Nothing in this Section is intended to limit any rights you may have which may not be lawfully limited.

A. The products are available “AS-IS”

Your access to and use of the Products or any Content are at your own risk. You understand and agree that the Products are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE ADVANTAGES DIGITAL LEARNING SOLUTIONS ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR



PURPOSE, OR NON-INFRINGEMENT. No advice or information, whether oral or written, obtained from any of the ADVANTAGES Digital Learning Solutions Entities or through the Products will create any warranty not expressly made herein.

B. HIPAA disclaimer

ADVANTAGES Digital Learning Solutions does not warrant or provide any assurances that your use of the Products will comply with the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”). If you are a health care provider, health plan, insurer, health care information clearinghouse or other entity that may be considered a “covered entity” under HIPAA or a “business associate” of a “covered entity” under HIPAA, you shall take all steps necessary to comply with HIPAA and shall be responsible for any applicable compliance with HIPAA. You agree that you will not provide ADVANTAGES Digital Learning Solutions with any protected health information (as that term is defined under HIPAA) and that ADVANTAGES Digital Learning Solutions is therefore not deemed to be a business associate of you and/or your institution for purposes of compliance with HIPAA.

C. Third-Party links and resources

The Products may contain links to third-party websites or resources. You acknowledge and agree that the ADVANTAGES Digital Learning Solutions Entities are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the ADVANTAGES Digital Learning Solutions Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. If you access a third-party website or service from a Product or share your Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and the Privacy Policy do not apply to your use of such sites.

D. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ADVANTAGES DIGITAL LEARNING SOLUTIONS ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PRODUCTS; (ii) ANY CONDUCT OR CONTENT OF ANY USER OR OTHER THIRD PARTY ON, THROUGH, OR ASSOCIATED WITH THE PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE PRODUCTS; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE ADVANTAGES DIGITAL LEARNING SOLUTIONS ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID ADVANTAGES DIGITAL LEARNING SOLUTIONS, IF ANY, IN THE PAST SIX MONTHS FOR THE PRODUCTS GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE ADVANTAGES DIGITAL LEARNING SOLUTIONS ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

FEDERAL LAW, SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. FURTHER, SOME JURISDICTIONS DO

NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

E. Indemnity

You agree to defend, indemnify and hold harmless ADVANTAGES Digital Learning Solutions and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to a Product, including any data or content transmitted or received by you; (ii) your violation of any provision of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any Content that is submitted via your User Account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of a Product with your unique username, password or other appropriate security code.

9. General terms

A. Waiver & severability

No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then such unenforceable term or portion thereof will be



deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk among the parties reflected in the original provision, and the remainder of this Agreement shall continue in effect.

B. Governing Law/Attorneys' Fees

This Agreement will be governed by and construed under the laws of the State of Nevada (except to the extent federal law is controlling on the subject matter), without regard to its conflict of law's provisions. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

C. No Third-Party Beneficiaries

This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

D. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties. If there is an inconsistency between this Agreement and the Terms of Use, then this Agreement shall control but solely to the extent of the inconsistency and solely with respect to ADVANTAGES Digital Learning Solutions, LLC and Client (as the parties to this Agreement).

We may revise these Terms from time-to-time, the most current version will always be linked to at <https://www.ASSISTEducation.com/>. If the revision, in our sole discretion, is material we will notify you through the Products or through the email associated with your profile. By continuing to access or use the



Products after those revisions become effective, you agree to be bound by the revised Terms.

These Products are operated and provided by ADVANTAGES Digital Learning Solutions:

ADVANTAGES Digital Learning Solutions, LLC.
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Effective: January 17, 2018