

## **Terms of Use (Revised June 1, 2021)**

These Terms of Use (“Terms of Use”) are between you and Tailor-Ed Systems, Inc. d/b/a. tailorEd (“tailorEd”, “we”, “us” or “our”) with regard to the tailorEd website (defined below) (the “Site”). Please read them carefully. By using or accessing the Site or by providing information through the site, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS OF USE. In addition, if you are using a particular service on the Site or accessed via the Site, you agree to be subject to any rules or guidelines applicable to such services, and such rules or guidelines will be incorporated by reference within these Terms of Use.

If you do not agree to these Terms of Use, or you do not meet any eligibility requirements established by tailorEd for use of and access to the Site, you may not access, view, obtain services from, or otherwise use the Site. You agree to the terms and conditions of the tailorEd Privacy Policy (“Policy”) hereby incorporated by reference, which details the ways in which we use personal information that belongs to or is related to you.

### **“SITE” DEFINED**

The “Site” encompasses the tailorEd websites, including without limitation those accessible at or through <https://tailor-sys.com> and all associated tailorEd web pages, including without limitation all content, materials, information, policies, modifications, updates, enhancements, revisions, new features, and or new web properties of such pages, along with all Site services provided through such websites and web pages. The purpose of the Site is to (a) provide users of the publicly accessible portion of the Site with access to certain content concerning tailorEd, its products and services, and related information as a complementary service for informational and educational purposes only, and (b) provide teaching tools to users of the Site materials and assessments accessible through the sharing of rights by tailorEd.

### **MODIFICATION OF THESE TERMS OF USE**

You are responsible for regularly reviewing these Terms of Use. tailorEd has the right, but not the obligation, to correct any errors or omissions in any portion of the Site and these Terms of Use. tailorEd reserves the rights, at its sole discretion, to change, modify, add, remove or terminate any portion of the Site or these Terms of Use, in whole or in part, at any time, without prior notice. All changes to these Terms of Use are effective immediately upon being posted to the Site. Your continued use of the Site following any changes to these Terms of Use will mean you accept these changes.

### **SITE USE**

#### **Restrictions on Use**

You agree to use the Site only as provided herein. You will not:

- Transmit to the Site any content, or conduct yourself in any manner, that could be construed as defamatory, libelous, obscene, bigoted, hateful, racially offensive, vulgar, harassing, inflammatory, pornographic, violent (meaning content that is excessively violent, incites violence or threatens violence), profane, threatening, unfair, inaccurate, deceptive or unlawful, or that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, whether under statute, common law or equitable principles, or otherwise violate any law.

- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer or of the Site server.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Falsify or delete any author attributions, copyright notices or legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, or that is provided with Site materials or accessed through the Site.
- Violate any code of conduct or other guidelines which may be applicable to any particular Site services.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.
- Violate any applicable laws or regulations, including any intellectual property laws or regulations, or violate these Terms of Use.
- Send any bulk commercial email or send any unsolicited email to any party.
- Access or attempt to access any other user's account or misrepresent or attempt to misrepresent your identity while using the Site, including misrepresentation as a tailorEd agent or representative, or misrepresentation stating or implying our endorsement of you or your product or activity.
- Use the Site in any manner that could create a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement.

## **INFORMATION DISCLOSURE**

### **Disclosure Under Law**

tailorEd reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, including personally identifiable information, or to edit, refuse to allow or to remove any information or materials, in whole or in part, in tailorEd's sole discretion.

### **Providing Correct Personal Information**

In the course of using the Site, you may be required to enter certain information, including without limitation personal information (collectively, "Information"). You represent and warrant that you will provide tailorEd with full, true and correct Information, and to update such Information on the Site promptly as reasonably necessary and as required by the Site.

## **MATERIALS**

### **License in Materials**

tailorEd does not claim ownership of any data, information (both personal or otherwise) or other materials that you enter through the Site (collectively, "Materials"). By transmitting, uploading, inputting, providing or submitting (collectively, "Submitting") any Materials, you are granting tailorEd, its affiliated companies and sublicensees a non-exclusive, royalty-free, worldwide right to post such materials for your access and use while your account with tailorEd remains open and to archive such materials thereafter.

### **Feedback**

If you provide tailorEd with Materials such as comments, bug reports, feedback or modifications proposed by you to tailorEd, the Site, or the goods and/or services provided through the Site (collectively, "Feedback"), then in addition to the license granted in all Materials, tailorEd will

have the right to use such Feedback at tailorEd's discretion, including but not limited to incorporating such Feedback into the Site and the right to assign, license or otherwise use such Feedback. You hereby give tailorEd a perpetual, irrevocable, non-exclusive license under all rights necessary to incorporate such Feedback and use such Feedback for any purpose. No compensation will be paid with respect to the use of your Materials, as provided herein.

### **User Representations and Warranties**

By using or accessing the Site or Submitting your Materials, you (1) represent and warrant that you own or otherwise control all of the rights to your Materials necessary to grant the licenses granted in this Section (Materials), including, without limitation, all the rights necessary for you to provide, upload, input or submit the Materials, and have all right, power and authority to enter into these Terms of Use and the Privacy Policy and to fully perform thereunder, (2) represent and warrant that your use of the Site, Site content and/or Materials does not and will not violate or infringe any third party right, including but not limited to any third party intellectual property right, right of publicity or privacy, right of trade secret or confidentiality, or contractual right, or violate any other agreement to which you are bound or any law, rule, regulation, order or judgment to which you are subject, (3) represent and warrant that you will comply with all applicable laws, contracts and/or agreements, at your sole expense and liability, in connection with your use of or access to the Site, (4) represent and warrant that you will only Submit and use Materials in accordance with the licenses you have granted herein and (5) agree that tailorEd shall not be liable to you or any third party for accepting or not accepting your Materials or for deleting or not deleting your Materials, in whole or in part.

### **Your Responsibility for Materials and tailorEd's Monitoring Rights**

You will be responsible for your own Materials and the consequences of transmitting those Materials. tailorEd has no obligation to monitor you or any other user's use of the Site. tailorEd reserves the right to review and monitor your use of the Site. tailorEd reserves the right to restrict or terminate your access to the Site, including, without limitation, your access to any or all of the services provided thereunder, at any time without notice if we believe you have violated these Terms of Use or are likely to violate these Terms of Use. Your sole remedy against tailorEd in the event of a dispute arising out of these Terms of Use, the Site or your use thereof, is to terminate these Terms of Use by ceasing your use of the Site. In the event of termination of these Terms of Use, tailorEd may delete and/or store, in its discretion, Materials and data associated with your use of the Site. tailorEd may also change, suspend, or discontinue any aspect of the publicly available portion of the Site at any time, including the availability of any Site feature, database, or content.

## **DISCLAIMERS**

### **Forward Looking Statements**

The Site may contain forward looking statements that are subject to risks and uncertainties that might cause actual results to differ from those foreseen. We wish to caution you that these statements are only predictions, and those actual events or results may differ materially. tailorEd assumes no obligation and does not intend to update these forward-looking statements.

### **External Links or References**

The Site may contain links or references to other parties' sites, which links are provided as a convenience to you only. Please be aware that we cannot be and are not responsible for the privacy or other practices of any such outside sites (which sites are not part of the Site) and tailorEd expressly disclaims any and all liability related to such sites and sites relating thereto. tailorEd does not endorse, and is not responsible or liable for, directly or indirectly, any damage or loss caused or alleged to be caused by or in connection with any content, advertising,

products or other information on or available from such linked sites or any link contained in a linked site. We encourage our users to consider this if they decide to visit such outside sites and to read the applicable privacy policies and terms of use of each such sites.

#### **Disclaimer of Representations and Warranties**

YOU AGREE THAT YOUR USE OF THE TAILORED SITE IS AT YOUR OWN RISK. EFFORTS BY TAILORED TO MODIFY THE SITE SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS. THE TAILORED SITE, INCLUDING ALL CONTENT, INFORMATION OR SERVICES PROVIDED THROUGH, OR IN CONJUNCTION WITH, THE SITE, IS PROVIDED "AS IS," AS A CONVENIENCE TO ALL USERS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND TO YOU OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES (1) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (2) OF INFORMATIONAL CONTENT OR ACCURACY, (3) OF NON-INFRINGEMENT, (4) OF QUIET ENJOYMENT, (5) OF TITLE, (6) THAT THE SITE WILL OPERATE IN AN ERROR FREE, TIMELY, SECURE, OR UNINTERRUPTED MANNER, IS CURRENT AND UP TO DATE AND ACCURATELY DESCRIBES TAILORED'S PRODUCTS AND SERVICES, OR IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (7) THAT ANY DEFECTS OR ERRORS IN THE SITE WILL BE CORRECTED, OR (8) THAT THE SITE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM.

#### **Disclaimer of Liability**

IN NO EVENT SHALL TAILORED AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, INTERNAL OPERATING UNITS, AFFILIATES, SUBSIDIARIES, SUBLICENSEES, SUCCESSORS AND ASSIGNS, INDEPENDENT CONTRACTORS, AND RELATED PARTIES (COLLECTIVELY, WITH TAILORED, THE "TAILORED ENTITIES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE TAILORED SITE OR WITH THE DELAY OR INABILITY TO USE SAME, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE TAILORED SITE, OR FOR ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH OR VIEWED ON THE TAILORED SITE, OR OTHERWISE ARISING OUT OF THE USE OF SAME, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, REGULATION, COMMON LAW PRECEDENT OR OTHERWISE, EVEN IF TAILORED HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES AND EVEN IF SUCH DAMAGES RESULT FROM TAILORED'S NEGLIGENCE OR GROSS NEGLIGENCE. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, TAILORED'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. ADDITIONAL DISCLAIMERS APPEAR WITHIN THE BODY OF THE SITE AND ARE INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT ANY SUCH DISCLAIMERS PLACE GREATER RESTRICTIONS ON YOUR USE OF THE SITE OR THE MATERIAL CONTAINED THEREIN, SUCH GREATER RESTRICTIONS SHALL APPLY.

#### **INDEMNIFICATION**

You will indemnify, defend (or settle) and hold harmless the tailorEd Entities from all claims, actions, proceedings, losses, settlements, judgments, liabilities, suits, damages, disputes or demands, including without limitation any proceeding, investigation or claim by a self-regulatory

organization, state or federal securities agency or commission, and including reasonable attorney's fees and all other costs, fees, and expenses (collectively, "Claims") against any of the tailorEd Entities to the fullest extent permitted by law arising out of or in connection with (1) your conduct, provision of content or use of the Site, or such actions by any third party through you, (2) your violation of the rights of another person or party, (3) any Materials provided or made available by you, and (4) any breach or violation by you of your obligations under these Terms of Use, including without limitation any breach of your representations and warranties herein. In connection with any Claims that may give rise to your indemnification obligations as set forth above, the tailorEd Entities shall have the exclusive right, at their option, to defend, compromise and/or settle the suit, action or proceeding, and you shall be bound by the determination of any suit, action or proceeding so defended or any compromise or settlement so effected. The remedies provided in this Section are not exclusive of and do not limit any other remedies that may be available to the TailorEd Entities pursuant to this Section.

## **YOUR ACCOUNT**

### **Confidentiality of Account and Password**

In the event you establish an account and receive a password from tailorEd or restricted access rights to tailorEd materials, you are responsible for maintaining the confidentiality of your account, password, the materials and for restricting access to your computer. You accept full responsibility and liability for all activities that occur under your account. tailorEd reserves the right to refuse service, terminate accounts, or remove content in its sole discretion. You represent and warrant that the information you supply during any registration or update process will be accurate and complete and that you will not impersonate or misrepresent your association with any person or entity, including without limitation registering under the name of another person, or seek to conceal or misrepresent the origin of any content or information provided by you. You agree not to impersonate any other person.

### **Notification of Unauthorized Use/Ceasing Access**

You shall notify tailorEd immediately of any unauthorized use or threat of unauthorized use of your account or the Site or of any other breach or potential breach of security known to you with respect to your account or the Site and will cooperate with tailorEd in every reasonable way to help tailorEd prevent the further unauthorized use, threat of unauthorized use, disclosure or threat of disclosure regarding the Site and your account. You agree that immediately upon termination of your right to use the Site or upon any earlier demand by tailorEd at any time, you will cease all access and/or use of the Site and will not attempt to access and/or use the Site.

## **COPYRIGHT AND OTHER INTELLECTUAL PROPERTY**

### **Site Ownership**

The Site and all content, organization, graphics, design, compilation, magnetic translation, digital conversion, and other matters related to the Site are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights pursuant to international conventions and U.S. and other laws. The Site and all Site content is the property of tailorEd and/or third-party licensors, and all right, title and interest in and to the Site and Site content will remain with tailorEd or such third-party licensors. Other product and company names mentioned herein may be the trademarks of their respective owners. The Site, including all Site content, is only for your personal, non-commercial use. You do not acquire ownership rights to the Site or any Site content. You will abide by any and all additional copyright notices, information, or restrictions contained in any content on the Site. You will not modify, adapt, translate, reverse engineer, decompile, or disassemble the Site or any Site content. Any copying, republication, or redistribution of the Site or Site content, including by

caching, framing, or similar means, is expressly prohibited without the prior written consent of tailorEd and/or the respective intellectual property rights holder identified in the subject content.

### **Copyright Infringement Claims**

tailorEd respects the intellectual property rights of others and expects our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide tailorEd's Designated Copyright Agent, identified below, with all information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512, summarized as follows: (1) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online Site are covered by a single notification, a representative list of such works at that Site; (3) 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; (4) information reasonably sufficient to permit us to contact the complaining party; (5) a statement that the complaining party has 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; (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and (7) any other materials or information as may be required under the DMCA as amended from time to time or by the U.S. Copyright Office.

### **Copyright Agent**

Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted to the tailorEd Designated Copyright Agent using the following contact information:

**tailorEd**

**Email: [dana@tailored-sys.com](mailto:dana@tailored-sys.com)**

**Ph: 347.346.2415**

ALL INQUIRIES NOT RELEVANT TO THE ABOVE PROCEDURE WILL RECEIVE NO RESPONSE.

### **CHOICE OF LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL**

To the maximum extent permitted by law, these Terms of Use are governed by the laws of the State of California, excluding any law or conflicts of law principle that would apply the law of another jurisdiction. You hereby consent to the exclusive jurisdiction and venue of courts in San Francisco, California in all disputes arising out of or relating to the use of the Site or under these Terms of Use; provided, however, that in the event tailorEd is sued or joined by a third party in any other court or in any other forum in respect of any matter which may give rise to a claim by tailorEd hereunder, you consent to the jurisdiction of such court or forum over any claim which may be asserted by tailorEd therein. You irrevocably consent to the exercise of personal jurisdiction by such courts in any such action. In addition, and notwithstanding the foregoing, you irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon you and may be enforced in any court in which you are subject to a jurisdiction by a suit upon such judgment. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and

conditions, including without limitation this paragraph. tailorEd and you each hereby waive the right to a trial by jury in any court and in any suit, action or proceeding, whether in tort, contract, or otherwise, in which any such party is a party, as to any claim arising out of or in connection with these Terms of Use, your or tailorEd's rights and obligations under these Terms of Use, the Site, use of the Site, and/or the services and/or products that may be provided by or through or in connection with the Site.

## **MISCELLANEOUS**

### **Viewing, Accessing and Use Outside the United States**

tailorEd makes no claims that the Site may be lawfully viewed, accessed or used outside the United States. Access or use of the Site may not be legal by certain persons or in certain countries. If you access or use the Site from outside of the United States, you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction.

### **No Joint Venture**

You agree that no joint venture, partnership, employment or agency relationship exists between you and TailorEd as a result of these Terms of Use or your use of the Site.

### **No Waiver**

The failure of tailorEd to enforce any provision of these Terms of Use will not be construed as a waiver or limitation of tailorEd's right to subsequently enforce and compel strict compliance with that provision or any other provision of these Terms of Use.

### **Assignment**

No assignment, delegation or other conveyance of these Terms of Use may be made by you (by operation of law or otherwise) without the prior written consent of tailorEd, to be given in its sole discretion. tailorEd may assign its rights and obligations hereunder to any other party.

### **Statute of Limitations**

Any cause of action you may have with respect to your use of the Site must be commenced within one year after the claim or cause of action arises; thereafter, any such claim will be forever barred, without regard to any contrary legislation.

### **Agreement Binding**

In the event that any provision of these Terms of Use is deemed to be unenforceable, said provision will be interpreted to reflect the original intent of the parties in accordance with applicable law, and the remainder of these Terms of Use will continue in full force and effect.

### **Notices**

Notices to tailorEd under these Terms of Use shall be sufficient only if in writing and transmitted via personal delivery, delivered by a major commercial rapid delivery courier service, or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested, to tailorEd, with such notices being effective as of the date of actual, confirmed receipt by tailorEd. Notices to you are deemed effective if sent to the email, fax, mail address or other contact information provided by you, and are deemed effective upon the earlier of being confirmed received or one day after having been sent.

### **Entire Agreement**

These Terms of Use and the Policy contain the entire agreement between you and tailorEd with respect to the Site. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and tailorEd with respect to the Site. Any rights not expressly granted herein are reserved. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English. The headings and other captions in these Terms of Use are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of these Terms of Use. Those terms and conditions of these Terms of Use that assign liabilities to the parties extending beyond the term of these Terms of Use shall survive termination of these Terms of Use.

Inquiries regarding this policy should be directed to [dana@tailored-sys.com](mailto:dana@tailored-sys.com).