



Centric Learning Solutions, LLC Terms of Service

Welcome, and thank you for your interest in Centric Learning Solutions, LLC (CLS) (“CLS”), which operates the web site located at <http://centriclearning.pro> and related mobile applications and services (the “Website”). The following Terms of Service are a legal contract between you, an individual subscriber, customer, member, or user (“You”), and CLS regarding your use of the Website. Visitors and users of the Website are referred to individually as “User” and collectively as “Users”.

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING THE Website, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS and conditions, INCLUDING any ADDITIONAL GUIDELINES (AS DEFINED BELOW) (COLLECTIVELY, THE “TERMS”).

1. Eligibility; Accounts. The Website IS not available to (A) any Users previously suspended or removed from the Website by CLS. By clicking the “I Agree” button or by otherwise using or registering an account for the Website, You represent (a) that You have not been previously suspended or removed from the Website by CLS; and (b) that your registration and your use of the Website is in compliance with any and all applicable laws and regulations.

1.1 Account. In order to use certain features of the Website, you must be enrolled and/or registered for an account. You may be asked to provide a password in connection with your account. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and You agree to accept responsibility for all activities that occur under your account or password. You agree that the information You provide to CLS, whether on registration or at any other time, will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that your account is no longer secure (*e.g.*, in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit or charge card number, if applicable), then You agree to immediately notify CLS. You may be liable for the losses incurred by CLS or others due to any unauthorized use of your Website account.

1.2 Coach. CLS may make available certain features and tools that permit certain Users to connect with authorized CLS Users through the Website in order to provide educational, professional development and training services to Users (each a “Coach”). If you are a Coach, you may register and/or enroll accounts on the Website for one or more of your

User clients solely using the applicable registration and enrollment mechanism made available by CLS for Coaches on or through the Website. You hereby agree to indemnify, defend and hold harmless CLS against any and all claims, losses, liabilities and expenses (including reasonable attorneys’ fees) arising out of or related to (a) your violation of any provision, representation or warranty this Section.

2. Privacy Notice. Your privacy is important to CLS. CLS’s Privacy Policy is hereby incorporated into the Terms by reference. Please read this Privacy Policy carefully for information relating to CLS’s collection, use, and disclosure of your personal information. If you are a User that requests help from a Coach, you hereby acknowledge that CLS may disclose your information to the Coaches associated with your account. The Privacy Policy is available on the CLS website.

3. Additional Terms; Other guidelines.

3.1 Additional Terms. Users who utilize any of CLS’s application programming interfaces (“APIs”) are bound by the API terms of service (“API Terms”). The CLS API Terms are hereby incorporated into these Terms by reference.

3.2 Other Guidelines. When using the Website, You will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time, including without limitation the API Terms (the “Guidelines”). All such Guidelines are hereby incorporated by reference into the Terms.

4. Modification of the Terms. CLS reserves the right, at our discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms and any Guidelines periodically for changes. Your continued use of the Website after the posting of changes constitutes your binding acceptance of such

changes. For any material changes to the Terms, CLS will make reasonable effort to provide notice to you of such amended Terms, such as by an email notification to the address associated with your account or by posting a notice on the Website, and such amended terms will be effective against You on the earlier of (i) your actual notice of such changes and (ii) thirty days after CLS makes reasonable attempt to provide you such notice. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

5. User Content License Grant; Representations and Warranties.

5.1 User Content Generally. CLS may now or in the future permit the posting by You and other users of notes, questions, comments, ratings, reviews, images and videos or other communications (collectively, “**User Postings** and the hosting, sharing, and/or publishing of such User Postings (User Postings collectively, "User Content"). You understand that whether or not such User Content is published, CLS does not guarantee any confidentiality with respect to any submissions.

5.2 License Grant to Users. By submitting or distributing User Postings through the Website, You hereby grant to each User of the Website a non-exclusive license to access and use your User Postings. The foregoing license granted by You terminates as to specific User Content once You remove or delete such User Content from the Website; provided, however, that Users’ rights to such User Posting arising out of distributions occurring on or prior to deletion of such User Content from the Website survive any termination or expiration of the license granted in this Section 5.3.

5.3 User Content Representations and Warranties. You are solely responsible for your User Content and the consequences of posting or publishing them. By uploading, submitting, creating, or publishing your User Content to or through the Website, You affirm, represent, and warrant that: (1) You are the creator and owner of or have the necessary licenses, rights, consents, and permissions to use and to authorize CLS and CLS’s Users to use and distribute your User Content as necessary to exercise the licenses granted by You in this Section and in the manner contemplated by CLS and these Terms of Service; (2) your User Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel, or invade the right of

privacy, publicity or other property rights of any other person; (3) your User Content does not contain any viruses, adware, spyware, worms, or other malicious code. Violators of these third-party rights may be subject to criminal and civil liability. CLS reserves all rights and remedies against any User who violates these Terms of Service.

5.4 Access to Your User Content. CLS permits Users to share their User Content with a select group of other Users, or make their User Content public for all (even non-Website users) to view. You acknowledge and agree that although CLS may provide certain features intended to allow you to restrict some User Content you create from others, CLS does not guarantee that such User Content will never be accessible by others. In the event of unauthorized access, CLS will use reasonable efforts to notify you pursuant to Section 16.1 below. CLS HEREBY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY UNAUTHORIZED ACCESS TO ANY RESTRICTED USER CONTENT.

5.5 User Content Disclaimer. You understand that when using the Website You will be exposed to User Content from a variety of sources, and that CLS is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that You may be exposed to User Content that are inaccurate, offensive, indecent or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against CLS with respect thereto. CLS does not endorse any User Content or any opinion, recommendation or advice expressed therein, and CLS expressly disclaims any and all liability in connection with User Content. If you are a content owner or User with concerns regarding your trademarks, copyrights, or other intellectual property rights, please contact CLS at: info@centriclearning.pro. If notified by a User or a content owner of User Content that allegedly does not conform to the Terms, including without limitation allegations of infringement of third-party intellectual property or proprietary rights, CLS may investigate the allegation and determine in its sole discretion whether to remove the User Content, which it reserves the right to do at any time and without notice or liability to You. For clarity, CLS does not permit copyright, trademark, or other intellectual property infringing activities on the Website. CLS respects the intellectual property of others and takes the protection of copyrights, trademarks, and all other

intellectual property very seriously, and asks that Users do the same.

6. Digital Millennium Copyright Act. It is CLS’s policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. CLS will promptly terminate without notice your access to the Website if You are determined by CLS to be a “repeat infringer.” A repeat infringer is a User who has been notified by CLS of infringing activity violations more than twice and/or who has had User Content or any other user-submitted content removed from the Website more than twice.

7. Licensed Educational Content.

7.1 License. Unless indicated as being in public domain, all educational videos and exercises provided on the Website by CLS (the “**Licensed Educational Content**”) and all educational made available to You by CLS are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Unless otherwise indicated, all Licensed Educational Content is the property of CLS or its subsidiaries or affiliated companies and/or third-party licensors and, subject to the terms and conditions of these Terms,

8. Prohibited Conduct. BY USING THE WEBSITE YOU AGREE NOT TO:

8.1 use the Website or any related services, including any CLS API, for any commercial use or purpose unless expressly permitted by CLS in writing, it being understood that the Website and related services are intended for personal, non-commercial use only;

8.2 use the Website for any purposes other than to disseminate or receive original or appropriately licensed content and/or to access the Website as such services are offered by CLS;

8.3 rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any Materials (as defined in Section 11, below);

8.4 post, upload, or distribute any defamatory, libelous, or inaccurate User Content or other content;

8.5 post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;

8.6 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access

the Website accounts of others without permission, forge another person’s digital signature, misrepresent the source, identity, or content of information transmitted via the Website, or perform any other similar fraudulent activity;

8.7 delete the copyright or other proprietary rights notices on the Website, Licensed Educational Content, or User Content;

8.8 assert, or authorize, assist, or encourage any third party to assert, against CLS or any of its affiliates or licensors, any patent infringement or other intellectual property infringement claim regarding any Licensed Educational Content, or User Content You have used, submitted, or otherwise made available on or through the Website;

8.9 make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Website. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

8.10 use the Website for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

8.11 defame, harass, abuse, threaten or defraud Users of the Website, or collect, or attempt to collect, personal information about Users or third parties without their consent;

8.12 remove, circumvent, disable, damage or otherwise interfere with security-related features of the Website, Licensed Educational Content, or User Content, features that prevent or restrict use or copying of any content accessible through the Website, or features that enforce limitations on the use of the Website, Licensed Educational Content or User Content;

8.13 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

8.14 modify, adapt, translate or create derivative works based upon the Website or any part thereof, except and only to the extent expressly permitted by CLS herein or to the extent the foregoing restriction is expressly prohibited by applicable law; or

8.15 intentionally interfere with or damage operation of the Website or any user’s enjoyment of it,

by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

9. Fees; Payments.

9.1 Fees. CLS may charge fees for access to and use of the Website, or certain features thereof (“Fees”). You agree to pay all Fees and charges specified for such features. All Fees are exclusive of applicable taxes (e.g. sales, use, or value-added tax), unless otherwise stated, and you are solely responsible for the payment of any such taxes that may be imposed on your use of the Website.

9.2 Payment Methods. CLS will charge the Fee, if any, and other additional fees you authorize, to the credit card you designate or in some circumstances via check. You authorize the credit card account you designate to pay any amounts described herein and authorize CLS, or any other company that acts as a billing agent for CLS, to continue to attempt to charge all sums described herein to your credit card account until such Fees are paid in full. You agree to provide CLS updated information regarding your credit card upon CLS’s request, and any time the information earlier provided is no longer valid. If payment is not received by CLS from your credit card issuer, you agree to pay all amounts due upon demand by CLS. In the event you pay with check and have insufficient funds in your account to cover the fees, CLS may charge an additional fee to cover any bank charges it may accrue.

9.3 Credit Card Authorization. If CLS permits You to use a credit card to activate pay for any Fees related to the Website, You will be asked to provide CLS with a credit card number from a card issuer that we accept. CLS may seek pre-authorization of your credit card account prior to a purchase to verify the credit card is valid and/or has the necessary funds or credit available to cover your purchase. These pre-authorizations will reduce your available balance by the authorization amount until it is released or reconciled with the actual charge. Please contact your credit card issuer if you have additional questions regarding when an authorization amount will be removed from your statement.

9.4 Changes in Price; No Refunds. CLS may at any time, upon notice required by applicable law, change the price of the Website or any features thereof, institute new charges or fees, or charge a fee for the Website or any part thereof where a fee was not previously charged. All Fees relating to the Website, including any Fees charged for access to the Website, are final and nonrefundable.

10. Third-Party Sites, Products and Services; Links. The Website may include links or references to other web sites or services solely as a convenience to Users (“Reference Sites”). CLS does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website are solely between You and such advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk.

11. Ownership; Proprietary Rights. The Website is owned and operated by CLS. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Website provided by CLS (the “Materials”) are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any User Content that are provided and owned by Users, all Materials contained on the Website are the property of CLS or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to CLS or its affiliates and/or third-party licensors. Except as expressly authorized by CLS, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. CLS reserves all rights to the Materials not expressly granted in the Terms.

12. Termination.

12.1 Termination by CLS. You agree that CLS, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with CLS or your use of the Website and remove and discard all or any part of your account, User profile, and any User Content, at any time. CLS may also in its sole discretion and at any time discontinue providing access to the Website, or any part thereof, with or without notice. You agree that any termination of your access to the Website or any account You may have, or portion thereof, may be affected without prior notice, and You agree that CLS will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in

addition to any other remedies CLS may have at law or in equity. As discussed herein, CLS does not permit copyright, trademarks, or other intellectual property infringing activities on the Website, and will terminate access to the Website, and remove all User Content or other content submitted, by any Users who are found to be repeat infringers.

12.2 Termination by You. Your only remedy with respect to any dissatisfaction with (i) the Website, (ii) any term of these Terms of Service, (iii) Guidelines, (iv) any policy or practice of CLS in operating the Website, or (v) any content or information transmitted through the Website, is to terminate the Terms and your account. You may terminate the Terms at any time by deleting your login account with the Website and discontinuing use of any and all parts of the Website.

13. Indemnification. You agree to indemnify, defend, and hold harmless CLS, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners (“**CLS Indemnitees**”) from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of any use or misuse of the Website, any violation of the Terms, or any breach of the representations, warranties, and covenants made herein by You. CLS reserves the right, at your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify CLS, and You agree to cooperate with CLS’s defense of these claims. CLS will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

Disclaimers; No Warranties.

14.1 No Warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CLS, and its affiliates, partners, LICENSORS and SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ALL WITH REGARDS TO THE WEBSITE. No advice or information, whether oral or written, obtained by You from CLS or through the Website will create any warranty not expressly stated herein. You expressly acknowledge that, as used in this Section 14, the term CLS includes CLS’s officers, directors, employees, shareholders, agents, licensors and subcontractors.

14.2 “As is” and “As available” and “With All Faults”. You expressly agree that use of the Website is at your sole risk. THE Website AND ANY DATA, INFORMATION, THIRD-PARTY SOFTWARE, User Content, reference sites, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE Website ARE PROVIDED on an “AS IS,” “AS AVAILABLE” AND “with all faults” basis and WITHOUT WARRANTIES or representations OF ANY KIND EITHER EXPRESS OR IMPLIED.

14.3 Content. CLS, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT THAT THE DATA, User Content, FUNCTIONS, or any other information OFFERED ON or through THE WEBSITE or any reference sites WILL BE UNINTERRUPTED, or free of errors, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

14.4 Accuracy. CLS, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE or any reference sites IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

14.5 Harm to Your Computer. YOU UNDERSTAND AND AGREE THAT YOU use, access, DOWNLOAD, OR OTHERWISE OBTAIN information, materials, OR DATA THROUGH THE WEBSITE (INCLUDING RSS FEEDS) or any reference sites AT YOUR own DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR property (including your computer system) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD or use OF SUCH MATERIAL OR DATA.

15. Limitation of Liability and Damages.

15.1 Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL CLS OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (including without limitation damages arising from any unsuccessful court action or legal dispute, lost business, lost revenues, or loss of anticipated profits OR ANY

OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE TERMS OR THAT RESULT FROM YOUR USE OF OR YOUR INABILITY TO USE THE WEBSITE or any reference sites, OR ANY OTHER INTERACTIONS WITH CLS, EVEN IF CLS OR A CLS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, CLS'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

15.2 Limitation of Damages. IN NO EVENT WILL CLS'S OR ITS AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', OR THIRD-PARTY PARTNERS', LICENSORS', OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF THE WEBSITE OR your interaction with OTHER WEBSITE USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE date of the claim OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

15.3 Reference Sites. THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED on any reference sites or otherwise BY THIRD PARTIES OTHER THAN CLS AND RECEIVED THROUGH OR ADVERTISED ON THE WEBSITE OR RECEIVED THROUGH ANY reference sites.

15.4 Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT CLS HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR

ALLOCATION OF RISK BETWEEN YOU AND CLS, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND CLS. CLS would not be able to provide the Website to You on an economically reasonable basis without these limitations.

15.5 Limitations by Applicable Law. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

16. Miscellaneous.

16.1 Notice. CLS may provide You with notices, including those regarding changes to the Terms, by email, regular mail or postings on the Website. Notice will be deemed given twenty-four hours after email is sent, unless CLS is notified that the email address is invalid. Alternatively, we may give You legal notice by mail to a postal address, if provided by You through the Website. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the Website is deemed given 30 days following the initial posting.

16.2 Waiver. The failure of CLS to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by CLS.

16.3 Dispute Resolution and Arbitration.

(a) Governing Law. The Terms will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any principles of conflicts of law.

(b) Arbitration. For any claim related to the Terms or the Website, excluding claims for injunctive or other equitable relief, where the total amount sought is less than ten thousand U.S. Dollars (\$10,000.00 USD), either CLS or You may elect at any point in or during a dispute or proceeding to resolve the claim through binding non-appearance-based arbitration. A party electing arbitration shall initiate it through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (b) the arbitration shall not involve any personal appearance

by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) Jurisdiction. You agree that any action at law or in equity arising out of or relating to the Terms or CLS will be filed only in the state or federal courts in and for Cook County, Illinois and each of You and CLS hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, except as provided in Section 16.3(b) regarding arbitration. Notwithstanding this, either party shall still be allowed to apply for injunctive or other equitable relief to protect or enforce that party's intellectual property rights in any court of competent jurisdiction where the other party resides or has its principal place of business.

(d) Improperly Filed Claims. All claims you bring against CLS must be resolved in accordance with this Section 16.3. All claims filed or brought contrary to this Section 16.3 shall be considered improperly filed. Should either party file a claim contrary to this Section 16.3, the other party may recover attorneys' fees and costs up to one thousand U.S. Dollars (\$1,000.00 USD), provided that such party seeking such fees has notified the other in writing of the improperly filed claim, and the other has failed to promptly withdraw the claim.

16.4 Severability. If any provision of the Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

16.5 Assignment. The Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by CLS without restriction. Any assignment attempted to be made in violation of the Terms shall be null and void.

16.6 Survival. Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 5 through 16.

16.7 Headings. The heading references herein are for convenience purposes only, do not constitute a part of the Terms, and will not be deemed to limit or affect any of the provisions hereof.

16.8 Entire Agreement. The Terms, the Privacy Policy and Guidelines constitute the entire agreement between You and CLS relating to the

subject matter herein and will not be modified except in writing, signed by both parties, or by a change to the Terms, Privacy Policy or Guidelines made by CLS as set forth in Section 4 above.

16.9 Claims. YOU AND CLS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

16.10 Disclosures. The Website is hosted in the United States, and the services provided hereunder are offered by CLS: info@CentricLearning.pro.

October, 2014