

Readable English Terms of Service

Last Modified: July 15, 2022

1. Acceptance of Terms of Service. These terms of service (“**Terms of Service**”) are entered into by and between you and Readable English, LLC. (“**RELLC**,” “**we**,” “**us**” or “**our**”) and govern your access to and use of the RELLC website (and the service(s) provided through RELLC’s website), <https://www.readablenglish.com/> (the “**Site**”), the Readable English Learning Portal accessible via the Site (the “**Learning Portal**”), and all other non-downloadable software, web applications, and other online and offline services referencing these Terms of Service, and all content and functionality associated therewith (collectively, the “**Service**”).

Please read these Terms of Service carefully before you start to use the Service. **By using the Service or by clicking to accept or agree to these Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and our Privacy Notice.** If you do not want to agree to these Terms of Service or the Privacy Notice, you must not access or use the Service.

Unless we expressly state otherwise, the Service is offered and available to users who are eighteen (18) years of age or older. Except as otherwise authorized by us, if you are not at least eighteen (18), you must not access or use the Service.

2. Service Features, Functionality and Availability. You may use the Service when and as available. Although we generally intend for the Service to be available on an uninterrupted basis, it will not always be available (e.g., during maintenance, changes, outages and for other reasons). We further reserve the right to change, modify, eliminate and/or restrict or block access to all or any part of the Service, including any features or content displayed or made available through the Service, from time to time with or without notice to you, in our discretion. We will not be liable to you if for any reason all or any part of the Service is unavailable at any time for any period.

3. Accessing the Service and Account Security.

(a) You are responsible for: (i) making all arrangements necessary for you to have access to the Service, including without limitation, your Internet connection; and (ii) ensuring that all persons who access the Service through your Internet connection are aware of these Terms of Service and comply with them.

(b) You may use or browse certain functions, pages and/or content of the Service without first registering as a user (a “**User**”). However, for complete access to the Service, including the Learning Portal, you will be required to register as a User. It is a condition of your use of the Service that all the information you provide as part of registering as a User or in connection with your use of the Service is accurate, current and complete.

(c) If you choose, or are provided with, a user name, 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 you agree not to provide any other person with access to the Service or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that

you exit from your User account at the end of each session. You should use particular caution when accessing your User account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason.

4. Privacy Notice; Additional Terms.

(a) Privacy Notice. You agree that all personal information you provide to register with the Service or otherwise, including but not limited to through the use of any interactive features on the Service, is governed by our [Privacy Notice](#), and you consent to all actions we take with respect to your personal information consistent with our Privacy Notice.

(b) Additional Terms. Your use of the Service is subject to any and all additional terms, policies, rules or guidelines applicable to the Service or certain features of the Service that we may post on or link to the Service (the “**Additional Terms**”). All such Additional Terms are hereby incorporated into, and made a part of, these Terms of Service.

5. No Reliance.

(a) RELLC makes no representation or warranty that the information on the Service is accurate, reliable, up-to-date or complete. Neither RELLC nor any third party can guarantee the accuracy of the information, and you agree not to rely on any such information.

(b) Certain statements made on the Service are based on historical or past use of RELLC’s products or services by third parties. These statements are intended for informational use only, and you acknowledge and agree that RELLC cannot and does not guarantee any particular outcomes or results, and that past or historical results are not indicative of and do not guarantee future performance, outcomes or results.

6. Intellectual Property Rights.

(a) RELLC Content. The Service and all data, products, content, features and functionality (including but not limited to, all information, user interfaces, software, text, displays, images, and the design, selection and arrangement thereof) (“**RELLC Content**”) thereof, are owned by RELLC, 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. You may not commercially exploit or make the Service available to any third party. You must not reproduce, distribute, modify, create derivative works of, re-engineer, publicly display, publicly perform, republish, download, store or transmit any of the material on the Service, except as authorized by these Terms of Service. No right, title or interest in or to the Service or any content on the Service is transferred to you, and all rights not expressly granted are reserved by RELLC. Some RELLC Content may also be subject to further terms and conditions provided in connection with the particular RELLC Content and you agree to comply with any such further terms and conditions. Any use of the RELLC Content other than as set forth in these Terms of Service may result in the immediate suspension or termination of your access to all or part of the Service.

(b) Your Content.

(1) Certain features or functions of the Service may permit the uploading, posting, storage, viewing or transmittal of text, information, video, images and content (collectively, “**Your Content**”). You retain ownership of any of Your Content posted or transmitted to or through the Service, but in order for us to provide you the Service, you must grant certain rights to RELLC to use Your Content. Accordingly, subject to any restrictions or limitations set forth in these Terms of Service, you hereby grant to RELLC and its designees, a royalty-free, fully paid, non-exclusive license to post, store, use and transmit any and all of Your Content in connection with: (i) RELLC’s maintenance, operation, and provision of the Service; (ii) the operation of RELLC’s business, including its development and design of any products or services; and (iii) the creation of Systems Data. You are solely responsible for any and all of Your Content uploaded and/or transmitted in and/or through the Service.

(2) You represent and warrant to RELLC that: (i) you own Your Content or otherwise have sufficient rights in Your Content to grant the license rights granted to RELLC in this Section; (ii) Your Content does not, and its use by RELLC as contemplated in these Terms of Service will not, violate, infringe, or misappropriate the intellectual property rights, publicity or privacy rights, or other proprietary rights of any third party, or breach or violate any obligation of confidentiality owed to any third party; (iii) your uploading, posting, storage, viewing or transmittal of Your Content to or through the Service will not violate applicable Laws; and (iv) there are no claims currently pending or threatened, and you have not engaged in any acts or omissions likely to result in any such claims, as to: (a) your ownership of, use of, or rights in Your Content; (b) your violation, infringement or misappropriation of any third party intellectual property rights, publicity or privacy rights, or other proprietary rights with respect to Your Content; (c) your violation or breach of any obligation of confidentiality owed to any third party with respect to Your Content; or (d) the violation of Your Content of applicable Laws.

(3) RELLC reserves the right to refuse to post or transmit any of Your Content. Furthermore, in the event that RELLC discovers or has reason to believe that Your Content is in violation of these Terms of Service, including without limitation, this Section 6(b) and/or Section 9 below, RELLC may, without limiting its rights or creating any liability therefor, immediately remove Your Content from the Service, and may further block and/or restrict your access thereto pending resolution of any such violation.

(4) You are responsible for keeping appropriate copies and records of Your Content. RELLC has no obligation to back-up or maintain Your Content, and RELLC takes no responsibility and assumes no liability for Your Content, including without limitation any loss or damage thereto.

(c) Systems Data. You acknowledge and agree that all Systems Data is and shall remain the sole and exclusive property of RELLC. For purposes of clarity, RELLC may make any legal use of the Systems Data without notifying you or sharing such Systems Data with you. Specifically, by way of illustration and not by way of limitation, RELLC may use, publish and/or share Systems Data with others for any lawful purpose, including without limitation, to promote the Service and/or RELLC’s products or services, for evaluating the efficiency, utility and functionality of the Service and/or RELLC’s other products or services, and for enhancing and improving the Service and RELLC’s other products or services. For purposes of these Terms of Service, “**Systems Data**” means all data, content and information regarding your use of the Service in the nature of de-identified or aggregate systems administrative data, statistical and demographical data, operational information, and data generated by or characterizing the use of the Service, including without limitation, any de-identified or aggregated Your Content.

(d) Feedback. Any comments, feedback, suggestions, or ideas (“**Feedback**”) you provide through or about the Service may be used by RELLC. While you may continue to own all such Feedback, you hereby grant to RELLC a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, disclose, sublicense, distribute, modify and otherwise exploit such Feedback.

7. Learning Portal Terms and Conditions. The following terms and conditions specifically apply to your access to and use of the Learning Portal:

(a) If you have registered as a User and have purchased or been granted the right to access and use the Learning Portal (“**Usage Rights**”), RELLC hereby grants to you, subject to the Usage Rights you have purchased or obtained from RELLC, a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable right and license to: (i) access and use the Learning Portal for your internal, informational use only; and (ii) use, reproduce, distribute and copy (but only to the extent authorized herein), without modification, the Learning Materials (as defined below), solely for your internal, informational use only, in each case, subject to the following terms, conditions and restrictions:

(1) The Learning Portal may permit users to download, electronically transmit, and/or print certain learning and educational content and materials in the form of worksheets, printouts and other content (“**Learning Materials**”). To the extent the Learning Portal permits the downloading, electronic transmission, and/or printing of Learning Materials, you acknowledge and agree that:

(i) The license rights granted in subsection (a) above do not include the right to copy, electronically transmit to third parties, print or download the Learning Materials or any associated content or materials apart from Learning Portal except as otherwise expressly authorized in these Terms of Service, and you agree not to copy, electronically transmit to third parties, print and/or download such Learning Materials apart from the Learning Portal except as otherwise expressly permitted herein.

(ii) To the extent the Learning Portal permits you to download, electronically transmit, and/or print Learning Materials, then the license rights granted in this Section include the right for you to do so, provided that: (a) you must only use the functionality or features provided by the Learning Portal to download, electronically transmit, and/or print the Learning Materials; and (b) you may make only a reasonable number of printouts and/or copies of such Learning Materials, without modification, solely for your internal use.

(iii) Any printouts, emails, or copies of such Learning Materials shall be specifically attributed to RELLC and shall retain RELLC’s copyright and/or other proprietary rights notices, in addition to any and all disclaimers and/or limitations included in such Learning Materials.

(iv) Except as expressly set forth in this Section, downloading, printing, copying, modifying, distributing or otherwise using the Learning Portal and/or the Learning Materials for external commercial purposes, including commercial publication or further resale, is expressly prohibited.

(2) You may only access and/or use the Learning Portal within the scope of your Usage Rights. For example, certain Usage Rights may be limited to the use of the Learning Portal by a single user or multiple single users, or impose other prohibitions or restrictions on your use of the Learning Portal. It is your obligation to know and understand the scope and extent of your Usage Rights. If you exceed the scope of your Usage Rights, you agree: (i) that RELLC may invoice you for the additional fees commensurate with any such unauthorized use; (ii) that you will pay such invoice within thirty (30) days

of your receipt of the invoice; and (iii) that such remedy is not exclusive of the other remedies available to RELLC in connection with such unauthorized use.

(b) RELLC makes available through the Learning Portal a proprietary eReader and Conversion Tool (the “**Conversion Tool**”). If you have purchased the right to use the Conversion Tool as part of your Usage Rights, you have the following rights, obligations, and responsibilities:

(1) You may only use the Conversion Tool for lawful purposes and in compliance with all applicable Laws, including without limitation, copyright laws. RELLC does not monitor or pre-approve documents or content that are converted or distributed using the Conversion Tool (“**Converted Documents**”). Accordingly, if you use the Conversion Tool to convert or distribute any Converted Documents, you represent and warrant to RELLC that you have all necessary rights in and to the original document that you are converting to do so, in each case, without infringing, misappropriating, or violating the intellectual property rights or other proprietary rights of any third party.

(2) You agree not to use the Conversion Tool to convert or distribute Converted Documents that will or are likely to damage or depreciate RELLC’s goodwill or reputation, including without limitation, any use of Conversion Tool to convert or distribute Converted Documents in connection with, or in any manner that consists of, in whole or in part, gore or extreme violence, hate speech (i.e., demeaning of race, gender, age, religious or sexual orientation, etc.), sexually explicit or pornographic content or materials, or fraudulent, false, misleading or deceptive content or materials.

(3) The Conversion Tool is a tool only and does not replace the need for you to exercise your own independent skill, knowledge, judgment, and expertise in connection with your use of the Conversion Tool and any Converted Documents. You acknowledge and agree that RELLC does not guarantee the accuracy, correctness, suitability or sufficiency of the Conversion Tool or any Converted Documents. You further acknowledge and agree that any mark ups of any Converted Documents made by or through the Conversion Tool are not an exact representation of the sound or the pronunciation of a particular word and RELLC does not guarantee that any user using the Conversion Tool will be able to recognize a particular word or that the word will be understood by the user or any third party. The Conversion Tool uses English words sourced from a variety of public domain sources, including from publicly available books and documents. While RELLC uses commercially reasonable efforts to add additional words, translations and definitions in the ordinary course of its business, RELLC does not guarantee that the Conversion Tool will recognize or identify any particular word or words or provide definitions or translations for any particular word or words. Accordingly, your use of the Conversion Tool and your conversion and distribution of any Converted Documents is at your own risk.

(4) You acknowledge and agree that the Conversion Tool is proprietary to RELLC and is protected by copyright and other intellectual property rights laws. You agree not to access or use the Conversion Tool in any manner that is not expressly authorized by these Terms of Service.

(c) RELLC may further grant you Usage Rights for a temporary or limited period of time so as to permit you, at no cost, to evaluate and test the Learning Portal or otherwise use the Learning Portal for evaluation purposes (“**Evaluation Rights**”). In the event that RELLC grants you such Evaluation Rights, you agree that your rights to access and/or use the Learning Portal will: (i) be limited to the testing and/or evaluation of the Learning Portal; and (ii) unless earlier terminated by RELLC, automatically expire upon the expiration of the temporary or limited period of time for which you have been granted Evaluation Rights. With respect to such Evaluation Rights, you acknowledge and agree that:

(1) RELLC does not provide any technical support or service levels in connection with the Evaluation Rights.

(2) Any risk associated with the Evaluation Rights is solely with you.

(3) The Evaluation Rights shall be limited to the evaluation period authorized by RELLC, and RELLC reserves the right to terminate such Evaluation Rights at any time upon written notice to you.

(4) IN NO EVENT SHALL RELLC BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER IN CONNECTION WITH SUCH EVALUATION RIGHTS, WHETHER OR NOT SUCH DAMAGES ARE DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE. IF NOTWITHSTANDING THE PRECEDING SENTENCE, RELLC IS LIABLE TO YOU IN CONNECTION WITH ANY SUCH EVALUATION RIGHTS, RELLC'S TOTAL AGGREGATE LIABILITY TO YOU IN CONNECTION WITH SUCH EVALUATION RIGHTS SHALL NOT EXCEED \$100 USD.

(d) Depending on the Usage Rights purchased from RELLC, certain features of the Learning Portal may be accessed and used by schools ("**School(s)**") and teachers and school administrators acting on behalf of the School ("**School User(s)**"). If you are a School (or a School User), the following additional terms and conditions apply to your use of the Learning Portal:

(1) As described in our Privacy Notice, RELLC treats Student Data (defined below) as confidential and does not knowingly share it with third parties. Both RELLC and the School agree to uphold their respective responsibilities under the Family Educational Rights and Privacy Act ("**FERPA**"), the Protection of Pupil Rights Amendment ("**PPRA**"), and the Children's Online Privacy and Protection Act ("**COPPA**"). FERPA prohibits educational agencies or institutions from disclosing Student Data without a parent or legal guardian signed and dated consent. Similarly, COPPA requires that online service providers obtain clear and verifiable consents from a parent or legal guardian in order for the service provider to collect personal information from children under 13. You represent and warrant to RELLC that you have obtained all necessary consents and have all necessary authority to provide such consent on behalf of a parent or legal guardian: (i) to disclose School Data to RELLC as necessary for RELLC to provide the Learning Portal; and (ii) in order for RELLC to collect Student Data and other student personally identifiable information from children under 13 who may access and use the Learning Portal in connection with RELLC's provision of the Learning Portal. For purposes of these Terms of Service, "**Student Data**" means personally identifiable information about students that is made available to you by and through the Learning Portal.

(2) You authorize RELLC to access Student Data stored in your student information system through a secure transfer method mutually agreed upon by you and RELLC, and grant RELLC the right to use that Student Data in order to provide the Learning Portal (and associated features and functions) to you. As between RELLC and you, you own all right, title and interest to all Student Data. However, you acknowledge and agree that RELLC is not responsible for the Student Data, including its accuracy, completeness, sufficiency, timeliness, validity, legality, quality or any other aspect thereof. RELLC does not assume and will not have any liability or responsibility to you or any other person or entity for any Student Data.

(3) You may provide access to a particular student's Student Data to the student's parent or legal guardian (a "**Parent**") by inviting the Parent to create a Service account. You acknowledge and agree that as between you and RELLC, you are solely responsible for ensuring that any school official or

administrative User that enables such a Service account will only enable the Parent to access the particular student's Student Data and not the Student Data of any other student. You can revoke a Parent's access to Student Data at any time by emailing us at: privacy@readablenglish.com. However, you agree that we will have a reasonable period of time to process your request.

(4) You will ensure that each School User: (i) only accesses the Student Data as part of their use of the Learning Portal on the School's behalf; and (ii) keeps the Student Data strictly confidential and does not use the Student Data other than for the purposes of providing educational services on behalf of the School. RELLC may restrict or deny access to Student Data via the Learning Portal at any time. Each School agrees to immediately notify RELLC (and to cause each School User to immediately notify RELLC) of any actual or reasonably suspected unauthorized access to or use of any Student Data of which the School (or the School User) becomes aware, to provide (and to cause each School User to provide) all information that RELLC may reasonably request regarding any such actual or reasonably suspected unauthorized access or use, and to reasonably assist (and to cause each School User to reasonably assist) RELLC in remediating any such actual or reasonably suspected unauthorized access or use.

(5) Each School will be responsible for and liable for the acts and/or omissions on the part of any School User. Accordingly, any act or omission on the part of a School User that, if taken or failed to be taken by a School hereunder would be deemed a breach of these Terms of Service by the School, will be deemed a breach of these Terms of Service by the School for which the School will be liable

8. Coaching Services. You may purchase from RELLC, and RELLC may agree to provide, certain offline educational coaching services ("**Coaching Services**"). Such Coaching Services will be specified in, and must be purchased by you pursuant to, an Order Form (defined below) or SOW (defined below) entered into between you and RELLC. If you purchase Coaching Services from RELLC pursuant to this Section, such Coaching Services will be deemed a Service pursuant to these Terms of Service and will be subject to and governed by these Terms of Service, as applicable.

9. Your Conduct. You may use the Service only for lawful purposes in accordance with the terms and conditions of these Terms of Service. Except as expressly permitted in these Terms of Service, you agree not to:

(a) License, sublicense, lease, rent, timeshare, distribute, disclose, permit access to, or transfer to any third party, any portion of the Service and/or any RELLC Content, whether for profit or without charge;

(b) Store, reproduce, distribute, transmit, modify, adapt, perform, display (including by "framing"), publish or sell the Service and/or any RELLC Content;

(c) Translate, reverse engineer, re-engineer, disassemble, decompile, discover, or modify the Service, any RELLC Content, or any RELLC software;

(d) Remove any copyright and other proprietary notices placed upon the Service and/or any RELLC Content accessible via the Service;

(e) Circumvent any use-limitation or protection device contained in or placed upon the Service and/or any RELLC Content, or access or attempt to access any portion of the Service and/or any RELLC Content that you are not authorized to access;

- (f) Use the Service to execute denial of service attacks;
- (g) Perform automated searches against RELLC's systems (except for non-burdensome federated search services), including automated "bots", link checkers or other scripts, without prior written permission from RELLC;
- (h) Use the Service or any RELLC Content to create products or perform services which compete with or interfere with the Service, any RELLC Content, or any other products or services of RELLC or its licensors;
- (i) Text mine, data mine or harvest metadata from the Service;
- (j) Impair or overburden the Service or any servers or systems associated with the Service;
- (k) Impersonate any person or entity or otherwise misrepresent your affiliation with any person or entity;
- (l) Violate any Laws or cause RELLC to violate any Laws. For purposes of these Terms of Service, "**Laws**" means applicable federal, international, state and local laws, statutes, rules, regulations and ordinances, including any judgment or order of any court or governmental authority, and specifically includes, without limitation, the Federal Family Educational Rights and Privacy Act and all applicable anti-bribery and anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010, and all applicable privacy and data protection laws;
- (m) Use the Service and/or any RELLC Content in any manner that violates, infringes, or misappropriates the intellectual property rights, publicity or privacy rights, or other proprietary rights of any third party;
- (n) Introduce to the Service or any other RELLC systems or software any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- (o) Download all or parts of the Service and/or any RELLC Content in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Service and/or the RELLC Content, in any form;
- (p) Use the Service or any RELLC Content to create or develop any competing product or service, or any other product or service that emulates the features and/or functions of the Service and/or the RELLC Content; or
- (q) Use the Service and/or the RELLC Content in connection with life support systems, medical devices, or any application or other high-risk activities where failure or malfunction could lead to possible loss of life.

10. Payments.

- (a) RELLC may provide certain paid or free services associated with the use of the Service, in its sole discretion. All fees charged by RELLC may be modified or changed at any time in its sole discretion. When your use of the Service requires the payment of a fee, you will have the opportunity to review and accept the fees that you will be charged. If you do not agree to pay the fee, do not proceed with your

transaction. Unless otherwise stated, all fees are quoted in U.S. Dollars.

(b) You are responsible for paying all fees and applicable taxes associated with your use of the Service in a timely manner with a valid payment method. You agree at all times to keep your payment information current and complete. Except as otherwise set forth in these Terms of Service, RELLC does not provide refunds.

(c) RELLC may, for any Service provided offline (including without limitation, Coaching Services), invoice you for such Service pursuant to the terms and conditions of the applicable statement of work ("**SOW**") or order form ("**Order Form**") under which you purchased the Service. Any such invoice shall be due and payable within thirty (30) days of the invoice.

(d) If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. This includes charging other payment methods on file with us, or retaining collection agencies and legal counsel, in our discretion.

11. Third Party Websites, Materials and Content.

(a) The Service may link to other websites. These links may be provided by RELLC as a convenience to you. If you deal with a linked site, your transaction is not with RELLC so you should review the linked site's "terms of use," other contract(s) and/or privacy notice before completing your transaction.

(b) RELLC may further use third party services, software or applications in making available the Service to you. You agree to comply with any and all third party license terms, terms of use, or terms of service applicable to any such third party service, software or applications, and shall not take or fail to take any act that would cause RELLC to be in breach or violation of any such third party license terms, terms of use, or terms of service. You further acknowledge and agree that RELLC shall not be responsible for, and shall have no liability to you in connection with, the unavailability, failure of, or your inability to use, any such third party service, software or applications.

(c) The Service may display or make available, and the RELLC Content may include, third party content (including data, information, and/or materials) (collectively, "**Third Party Materials**"). You acknowledge and agree that RELLC is not responsible for the Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. RELLC does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials.

(d) You acknowledge and agree that RELLC's: (i) linking to any third party website; (ii) using any third party services, software or applications; or (iii) providing any Third Party Materials, does not constitute or imply an endorsement by RELLC of the third party provider. The providers of any third party services, software or applications or Third Party Materials may be third party beneficiaries of these Terms of Service having the right to enforce these Terms of Service in accordance with its terms.

12. Monitoring and Enforcement.

(a) RELLC may: (i) disclose your identity or other information about you to any third party who claims that Your Content or any other material posted by you by or through the Service violates their rights,

including their intellectual property rights, publicity rights, or their right to privacy; or (ii) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities, third parties or court order requesting or directing us to disclose the identity or other information (including Your Content) of any User posting any materials on or through the Service.

(b) We do not commit to reviewing any of Your Content or any other user content or materials before it is posted or transmitted through the Service, and cannot ensure prompt removal of objectionable or unlawful material after it has been posted or transmitted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content, including any of Your 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.

13. No Commercial Use; Authorization. You may use the Service for your internal, non-commercial (except as otherwise set forth herein) use solely for lawful purposes in compliance with these Terms. If you are using the Service on behalf of any entity, you represent and warrant that you are authorized to accept these Terms of Service on such entity's behalf, and that such entity agrees to indemnify RELLC pursuant to Section 19 below.

14. NO WARRANTIES. YOU AGREE THAT THE SERVICE AND ALL RELLC CONTENT IS PROVIDED BY US OR ANY OF OUR EXISTING OR FUTURE VENDORS, AFFILIATES OR AGENTS "AS IS" AND "WITH ALL FAULTS," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. RELLC DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AND DISCLAIMS ALL SUCH REPRESENTATIONS, WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, RESULTS, ACCURACY, COMPLETENESS, PRIVACY OR SECURITY AND ANY IMPLIED WARRANTIES CREATED BY TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. WE FURTHER DISCLAIM ALL DUTIES TO YOU, IF ANY SUCH DUTIES EXIST, INCLUDING BUT NOT LIMITED TO GOOD FAITH AND FAIR DEALING, REASONABLE CARE, WORKMANLIKE EFFORT, AND LACK OF NEGLIGENCE. IF A DUTY CANNOT BE DISCLAIMED, YOU AGREE THAT THE STANDARD USED TO MEASURE RELLC'S PERFORMANCE OF THAT DUTY WILL BE INTENTIONAL MISCONDUCT. ALSO, THERE IS NO WARRANTY OF TITLE OR AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY ASPECT OF THE SERVICE OR AGAINST INFRINGEMENT. YOU EXPRESSLY WAIVE ALL DUTIES, CONDITIONS AND ALL WARRANTIES THAT MIGHT EXIST BUT FOR THIS SECTION. ALL RISK IN CONNECTION WITH THE USE OF THE SERVICE AND/OR ANY RELLC CONTENT IS WITH YOU.

15. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT NEITHER RELLC NOR ANY OF ITS EXISTING OR FUTURE AFFILIATES, LICENSORS, SUPPLIERS OR AGENTS WILL BE LIABLE TO YOU AND/OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, OR FOR DAMAGES FOR LOST PROFITS, FOR LOSS OR IMPAIRMENT OF PRIVACY, SECURITY OR DATA, FOR FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF GOOD FAITH, WORKMANLIKE EFFORT OR OF LACK OF NEGLIGENCE), OR FOR ANY OTHER SIMILAR DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO ANY BREACH OR OTHER ASPECT OF THESE TERMS OF SERVICE OR THE SERVICE, EVEN IF RELLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION.

16. EXCLUSIVE REMEDY. IF FOR ANY REASON RELLC IS FOUND LIABLE HEREUNDER, RELLC'S TOTAL LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF: (i) THE FEES YOU HAVE PAID TO RELLC IF ANY, IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE CAUSE OF ACTION GIVING RISE TO LIABILITY; OR (ii) \$100 USD. YOU AGREE THAT ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATED TO YOUR RELATIONSHIP WITH RELLC MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, YOUR CLAIM IS PERMANENTLY BARRED. THE DAMAGE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF SERVICE SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17. Termination or Cancellation. As noted above, these Terms of Service are a legally binding agreement between you and RELLC with respect to your use of the Service. Either we or you may terminate this agreement with or without cause or prior notice. You will still be liable for payment of any amounts due or other obligations incurred prior to termination, and if you use the Service after such termination, that use will constitute your new agreement to these Terms of Service. If applicable Laws require that we provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Service or by sending a communication to any address (email or otherwise) that we have for you in our records. RELLC's rights under these Terms of Service that by their terms, nature, sense or context are intended to survive the termination of these Terms of Service shall survive such termination. Without terminating your right to use the Service pursuant to these Terms of Service, we may suspend or block your access to the Service whenever it appears to us that you might be breaching or violating these Terms of Service or otherwise about to cause harm or damage to us or others. No breach of these Terms of Service by RELLC shall be deemed a material breach unless RELLC is first given not less than fifteen (15) business days to cure the breach.

18. Applicable Law and Exclusive Forum. The Service is controlled by us from our offices within the United States and is intended for United States users only. If you choose to access the Service from locations outside the United States, you do so at your own risk and are responsible for compliance with applicable local laws. You may not use or export anything from the Service in violation of U.S. export laws and regulations or these Terms of Service. You agree that these Terms of Service, and all claims of every nature (including without limitation, contract, tort and strict liability) relating to any aspect of the Service, shall be governed by the laws of the State of California, U.S.A., without regard to its conflicts of laws provisions and without regard to where performance is made. THESE TERMS OF SERVICE WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. You agree that any disputes shall be heard exclusively in an appropriate forum located in San Francisco County, California. You also consent to jurisdiction in a state or federal court sitting in San Francisco County, California and waive any claim or defense that such forum is not convenient or proper, and consent to service of process by any means authorized by California or U.S. federal law.

19. Indemnity. You agree to indemnify, defend and hold harmless RELLC, its licensors, affiliates, successors and assigns, and each of the officers, directors, members, employees, agents, and representatives of the foregoing, for, from and against any and all losses, liabilities, damages, fees, penalties, claims and demands (actual or alleged), and costs and expenses (including reasonable attorneys' fees and legal costs), arising out of or related to your breach of these Terms of Service, your violation of any Laws or any act or omission that causes RELLC to violate any Laws, your infringement of any third party intellectual property rights, or the use of your User account by a third party. RELLC reserves the right to assume the exclusive defense and control of any matter otherwise subject to

indemnification by you, and you agree to reasonably assist and cooperate with RELLC in the defense thereof.

20. Notices, Including Our Address for Legal Notices.

(a) We may give you notice by any lawful method, including (without limitation) legal notices and notices of subpoenas. We may provide the notices by posting them on the Service or by giving them by email or postal mail to any address that we have for you. You agree to update your address as appropriate and to check for notices posted on the Service.

(b) You agree to send us notice by mailing it to “Our Address for Legal Notices” which is 109 Vendola Dr. San Rafael, CA 94903 or by emailing it to us at privacy@readablenglish.com.

21. Amendments. We may revise and update these Terms of Service 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 Service thereafter. Your continued use of the Service following the posting of revised Terms of Service means that you accept and agree to the changes. We encourage you to check these Terms of Service often for updates.

22. Agreement; Miscellaneous. These Terms of Service, which incorporate by reference any: (i) additional terms on the Service or otherwise provided by us for particular activities, including the Additional Terms; and (ii) disclosures provided by us and consents provided by you on the Service, constitute the entire agreement between us and neither party has relied on any representations made by the other that are not expressly set forth in these Terms of Service. If any part of these Terms of Service is found by a court of competent jurisdiction to be invalid, then that part will be deemed superseded by an enforceable provision that most closely matches the intent of the original and honors the allocation of risks in these Terms of Service and the remainder of these Terms of Service will continue in effect. Our failure to act with respect to a breach does not waive our right to act as to subsequent or similar breaches. Time is of the essence in connection with your performance under these Terms of Service. Except as set forth in Sections 11 and 19 above, there are no third party beneficiaries of any part of these Terms of Service. These Terms of Service are personal to you, and are not assignable, transferable, or sublicensable by you except with RELLC’s prior written consent, which RELLC may withhold for any reason or no reason. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under these Terms of Service, the prevailing party will be entitled to recover its reasonable costs and attorneys’ fees.

23. Further Information. If you would like to receive our legal name and address by email or request any additional information from RELLC, please provide us your email address by sending your request, in writing, to Our Address for Legal Notices. If you have a complaint, you may contact us at the address(es) set forth in Section 20.

24. Notice of Copyright Agent. RELLC respects the intellectual property rights of others and requests that you do the same. Anyone who believes that their work has been reproduced in the Service in a way constituting copyright infringement may provide a notice to the designated Copyright Agent for the Service containing the following: (i) an electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest; (ii) identification of the copyrighted work claimed to have

been infringed; (iii) identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material; (iv) the address, telephone number, and, if available, an email address at which the complaining party may be contacted; (v) a representation 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; and (vi) a representation that the information in the notice 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.

Copyright infringement claims and notices (but not other notices) should be sent to the attention of our Copyright Agent, in the following manner:

by mail: 109 Vendola Dr. San Rafael, CA 94903

by email: privacy@readablenglish.com

Please use the same procedure for any claimed infringement of any trademark rights or infringements or misappropriations of other intellectual property or third party rights.

25. Notice About Trademarks. READABLE ENGLISH™ and any associated logos or designs are trademarks of Readable English, LLC. All other trademarks and logos on the Service and/or in the RELLC Content are the property of their respective owners. All rights are reserved.