

# TabSchool

## TERMS AND CONDITIONS OF USE

### OVERVIEW

This website is operated by TabSchool. Throughout the site, the terms “we”, “us”, and “our” refer to TabSchool. TabSchool offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/or using our content or products, you agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, content and products, including without limitation users who are browsers, vendors, students, teachers, customers, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the service shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### INTRODUCTION

TabSchool is a not for profit service that provides free educational content and products in various languages and on various subjects. Our content and products are open source, and intended to assist in the creation of a vast database of learning apps and opportunities.

### USER TERMS

The TabSchool Portal Products which provide developers, teachers, and educators with the ability to upload lessons, curricula, coding, or other material, or which require the user to open an account on TabSchool.com are not available to persons under the age of 18. Any user found to be using the TabSchool Products in violation of this paragraph will have their account terminated immediately.

Finally, the TabSchool Products are not available to any persons barred from receiving them under the laws of the United States or applicable laws in any other jurisdiction. You may not use our service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your use of the products.

BY DOWNLOADING, INSTALLING, OR OTHERWISE USING THE TABSCHOOL PRODUCTS, YOU REPRESENT THAT YOU (OR YOUR EMPLOYEES AND AGENTS) ARE AT LEAST 18 YEARS OF AGE, THAT YOUR PARENT OR LEGAL GUARDIAN AGREES TO BE BOUND BY THESE TERMS OF SERVICE IF YOU ARE UNDER THE AGE OF LEGAL

MAJORITY IN YOUR JURISDICTION OF RESIDENCE, AND THAT YOU HAVE NOT BEEN PREVIOUSLY REMOVED FROM OR PROHIBITED FROM RECEIVING THE TABSCHOOL PRODUCTS.

## **GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this Agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **MODIFICATIONS TO THE SERVICES, CONTENT AND PLATFORM**

We reserve the right at any time to modify or discontinue the content, products, services and/or platform (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, suspension, or discontinuance of the Service, or any costs or liabilities incurred as a result thereof.

## **REGISTRATION**

To utilize the content, products or services we provide, you may be required to provide your personal information. This private information is never saved on our website. If you provide any information that is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and/or refuse any and all current or future use of the content, products or services or any portion thereof.

## **PRIVACY**

Your privacy is important to us, and you acknowledge that you have read in full agreement to our Privacy Policy.

## **BETA LICENSING**

TabSchool may from time to time make software and Apps accessible to you via the app store or other means prior to the general commercial release of such software ("Beta"). You are not required to use Beta Software, Apps or Content and Products, but if TabSchool offers it, you may elect to use it under the following terms:

- Your right to use the Beta may be limited in time, and may be subject to additional terms and conditions;

- TabSchool or any affiliate may request or require that you provide suggestions, feedback, or data regarding your use of the Beta software, which you grant TabSchool the right to use, dissect and repurpose at their sole discretion;
- You specifically acknowledge that Beta Software is only released for testing and improvement purposes, in particular to provide TabSchool and Third-Party App Developers with feedback on the quality and usability of said Beta Software, and therefore is not final and may contain errors. If you decide to install and/or use Beta Software, you shall only use it in compliance with its purposes, i.e. for testing and improvement purposes and in any case not on a system or for purposes where the malfunction of the Beta Software can cause any kind of damage. In particular, maintain full backups of any system that you choose to install Beta Software on.

## **USE OF APPLICATIONS, CONTENT AND PRODUCTS**

TabSchool encourages the creation and use of openly licensed content to allow for open sharing, reuse, remixing, and adaptation of existing learning materials and content. Educators and content providers utilizing the TabSchool Portal will have the ability to access and/or use content provided by other educators, content providers, and/or other third parties above the age of 18, as well as links to content and services maintained or produced by third parties. The content provided on the TabSchool Portal and distributed via the TabSchool tablets is sourced from various providers, and copyright ownership of that content and materials, as well as the license under which you are permitted to access the same, is specified in the attribution and license info provided in connection with each piece of content available through TabSchool. The licenses utilized in connection with the material and content provided by TabSchool generally follow the format provided by the Creative Commons licenses (<https://creativecommons.org/>).

## **USER CONTENT**

The TabSchool Portal enables you to share your content, files, materials and exercises with other TabSchool users. You and the original copyright holder retain all intellectual property rights in, and you are responsible for, the content you share. You guarantee that the attribution and licensing information you provide along with any contributed content is accurate to the best of your knowledge, and that you have the appropriate permissions (as provided by the content license, or in writing from the copyright holder) to distribute the content through the TabSchool Portal.

You may not use the Apps, Content or Products for any purpose other than those permitted by this Agreement, the licenses set forth on the TabSchool platform, or any related agreements. Except as otherwise permitted under (i) this Agreement, or (ii) the licenses and attribution materials published on the TabSchool platform, you may not, in whole or in part, copy, photocopy, reproduce, publish, distribute, translate, reverse engineer, derive source code from, modify, disassemble, decompile, create derivative works based on, or remove any proprietary notices or labels from the Content and Products or any software accessed via TabSchool without the prior consent, in writing, of TabSchool.

Except as otherwise set forth herein, you are entitled to use the Apps and Content and Products for your own personal use, but you are not entitled to: (i) sell, grant a security interest in or transfer reproductions of the Content and Products to other parties in any way, nor to rent, lease or license the Content and Products to others without the prior written consent of TabSchool and the Third-Party App Developer (App Provider), except to the extent expressly permitted elsewhere in this Agreement (including any Subscription Terms, Rules of Use or license agreements with TabSchool or third party content/work providers); (ii) host or provide matchmaking products for the Content and Products or emulate or redirect the communication protocols used by TabSchool in any network feature of the Content and Products, through protocol emulation,

tunneling, modifying or adding components to the Content and Products, use of a utility program or any other techniques now known or hereafter developed, for any purpose including, but not limited to network play over the Internet, network play utilizing commercial or non-commercial gaming networks or as part of content aggregation networks, websites or services, without the prior written consent of TabSchool and any third party content provider/licensor, except to the extent expressly permitted elsewhere in this Agreement (including any Subscription Terms, Rules of Use or license agreements with TabSchool or third party content/work provider or licensor); or (iii) exploit the Content and Products or any of its parts for any commercial purpose, except as expressly permitted elsewhere in this Agreement.

### **THIRD PARTY APPLICATIONS, SITES AND CONTENT**

TabSchool may provide links to other third-party sites, or third-party sites may be included in our site or Apps. Some of these sites may charge separate fees, which are not collected by TabSchool. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility. TabSchool makes no representations or warranties, either express or implied, regarding any third-party site or app. In particular, TabSchool makes no representation or warranty that any service or subscription offered via third-party vendors and apps will not change or be suspended or terminated.

Your privacy is important to us, and you acknowledge that you have read in full agreement to our Privacy Policy.

### **PROHIBITED CONTENT & CONDUCT**

You agree not to upload, download, display, perform, transmit, write or otherwise distribute any information or content on our site, app, web page, or other related location that: (i) is libelous, defamatory, obscene, pornographic, abusive, or threatening, or that you know is false or misleading; (ii) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; (iii) is patently offensive or promotes or otherwise incites racism, bigotry, hatred or physical harm of any kind against any group or individual; (iv) harasses or advocates harassment of another person; (v) exploits people in a sexual or violent manner; (vi) contains nudity, excessive violence, or offensive subject matter or contains a link to an adult website; (vii) solicits or is designed to solicit personal information from or about any minor; (viii) contains information that poses or creates a privacy or security risk to any person; (ix) constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files; (x) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming"; (xi) contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page); (xii) solicits or is designed to solicit passwords or personal identifying information from other Users; (xiii) involves commercial activities and/or sales without prior written consent from TabSchool; (xiv) includes a photograph or video of another person that you have posted without that person's consent; or (xv) violates or attempts to violate the privacy rights, publicity rights, intellectual property rights, contract rights, or any other rights of any person.

TabSchool reserves the right to terminate your account or use thereof if applicable, to delete any such material from its servers. TabSchool intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

You are also prohibited from engaging in the following activities, or assisting others in engaging in the following activities, in using the Site or Services: (i) threatening, stalking, defrauding another person, or

inciting, harassing, or advocating the harassment of another person, or otherwise interfering with another user's use of the Site; (ii) using the Site in a manner that may create a conflict of interest, such as trading reviews with other business owners or writing or soliciting skill reviews; (iii) using the Site to promote bigotry or discrimination; (iv) using the Site to solicit personal information from minors or to harm or threaten to cause harm to minors; (v) using the Site for commercial or promotional purposes, advertising or otherwise soliciting funds or soliciting goods or services, displaying an unauthorized commercial advertisement, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity through the unauthorized or impermissible use of the Site or Service on behalf of that person, such as placing commercial content in a product review, placing links to e-commerce sites not authorized by TabSchool in a product review, placing links to blogs or forums with a commercial purpose, or otherwise attempting to post messages or advertisements with a commercial purpose; (vi) engaging in criminal or tortious activity, including, but not limited to, fraud, harassment, defamation, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, or theft of trade secrets; (vii) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (viii) attempting to probe, scan, or test the vulnerability of the Site or any associated system or network, or to breach security or authentication measures without proper authorization, including circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the Site or Service; (ix) interfering or attempting to interfere with service to any User, host, or network, including, without limitation, by means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (x) using the Site to send unsolicited e-mails, including, without limitation, promotions, or advertisements for products or services; (xi) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting; (xii) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by TabSchool in providing the Site; (xiii) using the Site for keyword spamming or to otherwise attempt to manipulate natural search results; recording, processing, or mining information about other users; (xiv) using any viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network, or using any other automated system in order to harvest e-mail addresses or other data from the Site or Service for the purposes of sending unsolicited or unauthorized material; (xv) modifying, copying, distributing, downloading, scraping or transmitting in any form or by any means, in whole or in part, any Content from TabSchool other than in connection with non-profit education oriented purposes; (xvi) providing or using "tracking" or monitoring functionality in connection with the Site or Service, including, without limitation, to identify other Users' views, actions or other activities on the Site; (xvii) interfering with, disrupting, or creating an undue burden on TabSchool's Site or the networks or services connected to TabSchool's Site; (xviii) impersonating or attempting to impersonate TabSchool or a TabSchool employee, administrator or moderator, another User, or person or entity (including, without limitation, the use of e-mail addresses associated with or of any of the foregoing); (xix) using or distributing any information obtained from the TabSchool Site in order to harass, abuse, or harm another person or entity, or attempting to do the same; (xx) using the Site in a manner inconsistent with any and all applicable laws and regulations.

## **OPTIONAL TOOLS**

We may provide you with access to third-party tools of which we neither monitor nor have control over.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

### **THIRD-PARTY LINKS**

Certain content and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### **USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

You agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments, reviews, content, coding or other information or material posted or added to our site. We are and shall be under no obligation to maintain any comments, content, reviews, or other information in confidence.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. We take no responsibility and assume no liability for any information, content, coding or material posted by you or any third-party.

### **PERSONAL INFORMATION**

Your submission of personal information through the service is governed by our Privacy Policy, which is available on our Privacy Policy.

### **ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our Site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or content if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend, or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet,.

We reserve the right to terminate your use of the Service, Portal or any related website or application for violating any of the prohibited uses.

## **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall TabSchool our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless TabSchool and our parent, subsidiaries, affiliates, partners, officers, attorneys, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by

any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

#### **ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### **CONTACT INFORMATION**

Questions about the Terms of Service should be sent to [support@TabSchool.com](mailto:support@TabSchool.com).

#### **INTELLECTUAL PROPERTY RIGHTS**

The Content on the Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like and the trademarks, service marks and logos contained therein (the "Intellectual Property"), are owned by or licensed to TabSchool, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners, and in compliance with the applicable licenses set forth on the TabSchool site. TabSchool reserves all rights not expressly granted in and to the Website and the Intellectual Property. You agree to not engage in the use,



copying, or distribution of any of the Intellectual Property other than expressly permitted herein and in compliance with the applicable licenses (if any). If you download or print a copy of the Intellectual Property for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Intellectual Property or enforce limitations on use of the Website or the Intellectual Property therein.

We may remove any user information posted by you to our website without notice to you. However, we have no obligation to monitor content submitted by users, and you agree that neither we nor our parents, subsidiaries, affiliates, employees, or agents will be liable for any such submissions or any loss or damage resulting therefrom.

Except as provided in the Privacy Policy, we do not guarantee that User Submissions will be private, even if the User Submission is in a password-protected area. Accordingly, you should not provide User Submissions that you want protected from others

## DISPUTES - ARBITRATION

Before bringing a formal legal case, please first try contacting our support team. Most disputes can be resolved that way.

To the extent permitted under applicable law, any and all disputes, claims or controversies arising out of or relating to this Agreement, the breach thereof, or any use of the Website (including all commercial transactions conducted through the Website) ("Claims"), except for claims filed in a small claims court that proceed on an individual (non-class, non-representative) basis, shall be settled by binding arbitration before a single arbitrator appointed by the American Arbitration Association ("AAA") in accordance with its then governing rules and procedures, including the Supplementary Procedures for disputes where applicable. In agreeing to arbitrate all Claims, you and TabSchool waive all rights to a trial by jury in any action or proceeding involving any Claim. The arbitration shall be held in Orange County, California, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. This arbitration undertaking is made pursuant to and in connection with a transaction involving interstate commerce, and shall be governed by and construed and interpreted in accordance with the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. This arbitration provision shall survive termination of this Agreement. Subject to the limitations set forth below, the arbitrator shall have authority to award all legal and equitable relief available by the courts, provided that:

- The arbitrator shall not have authority to award punitive damages; and
- Any and all claims shall be arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party. You and TabSchool agree that the arbitrator shall have no authority to arbitrate any Claim as a class action or in any other form other than on an individual basis.
- For any Claims that are not subject to arbitration: (a) the exclusive jurisdiction and venue for proceedings involving Claims shall be the courts of competent jurisdiction sitting within Orange County, California (the "Forum"), and the parties hereby waive any argument that any such court does not have personal jurisdiction or that the Forum is not appropriate or convenient; (b) you and TabSchool waive any and all rights to trial by jury with respect to any Claims.

- In the event that either party initiates a proceeding involving any Claim other than an arbitration in accordance with this Section, or initiates a proceeding involving a Claim under this Section other than in the Forum, the other party shall recover all attorneys' fees and expenses reasonably incurred in enforcing this Agreement to arbitrate and the Forum to which the parties have herein agreed.

**NO CLASS ACTIONS.** We all agree that we can only bring a claim against each other on an individual basis. That means: (a) neither you nor TabSchool can bring a claim as a plaintiff or class member in a class action, consolidated action or representative action; (b) an arbitrator cannot combine more than one person's claim into a single case, and cannot preside over any consolidated, class or representative arbitration proceeding (unless we both agree to change this); (c) an arbitrator's decision or award in one person's case can only impact the person who brought the claim, not other TabSchool users, and cannot be used to decide other disputes with other users. If a court decides that this subsection on "No Class Actions" is not enforceable or valid, then the entire section covering Disputes will be null and void, but, the rest of the terms of these Terms of Use will still apply.

### **Miscellaneous**

These Terms of Use shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and TabSchool that arises in whole or in part from the Terms of Use, the Websites or any related matter shall be decided exclusively by a court of competent jurisdiction located in Orange County, California.

Nothing in the Terms of Use shall create or confer any rights or other benefits in favor of any third parties except as specifically provided herein. By participating in any Contest or other event sponsored by the Websites, you agree to indemnify, protect, defend and hold harmless TabSchool, its parents, subsidiaries, affiliates and divisions, and their respective directors, officers, employees, agents and representatives, from and against any and all third party claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys' fees, court costs and other legal expenses including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings, and any other legal expenses (collectively, "Claims") arising from or connected with your use of the Website. The Website may contain links to third party websites that are not owned or controlled by TabSchool. TabSchool has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, TabSchool will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve TabSchool from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

Nothing in the Terms of Use shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and TabSchool.

If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and TabSchool's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

TabSchool reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. If you continue to use the Services after we change the Terms of Use, you accept all changes. The failure of TabSchool to comply with any provision of these Terms of Use due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Company (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms of Use.

Notice for California Users: Under California Civil Code Section 1789.3, California Websites users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254 or (800) 952-5210

TABSCHOOL AND OTHER TRADEMARKS CONTAINED ON THE WEBSITE ARE TRADEMARKS OR REGISTERED TRADEMARKS OF TABSCHOOL IN THE UNITED STATES AND/OR OTHER COUNTRIES. THIRD-PARTY TRADEMARKS, TRADE NAMES, PRODUCT NAMES AND LOGOS MAY BE THE TRADEMARKS OR REGISTERED TRADEMARKS OF THEIR RESPECTIVE OWNERS. YOU MAY NOT REMOVE OR ALTER ANY TRADEMARK, TRADE NAMES, PRODUCT NAMES, LOGO, COPYRIGHT OR OTHER PROPRIETARY NOTICES, LEGENDS, SYMBOLS OR LABELS ON THE WEBSITE.