

Connect4Learning Terms of Use

Kaplan Early Learning Company ("KAPLAN") is the provider of platform.connect4learning.com as a Software as a Service SaaS product for the early care and education market. This document sets forth the terms and conditions ("Terms of Use") under which you may Use the website located at <https://platform.connect4learning.com> (the "Website") or the associated Services (as defined below). In these Terms of Use, KAPLAN may be referenced as "we," "us," or "our".

Acceptance of Privacy Policy and Terms of Use

For purposes of these Terms of Use, by any accessing, browsing, use, or downloading of, or registration for (collectively "Use"), any content, material, or services contained on or offered through the Website (collectively, the "Services"), you acknowledge that you have read, understood, and agree to be bound by these Terms of Use in full. You must agree to these Terms of Use to Use the Website or the Services. If you do not agree to these Terms of Use, you may not Use the Website or the Services. If you are an administrator of a child care center; school administrator; or other educational administrator acting on behalf of one or more teachers, child care providers, or educational professionals, by Using the Website, you are agreeing to these Terms of Use on your own behalf and on behalf of such other teachers, child care providers, or educational professionals on whose behalf you are acting.

No Unlawful or Prohibited Use

As a condition of your Use of this Website, you agree that you will not Use this Website for any purpose that is unlawful or prohibited by these Terms of Use. You also agree to reimburse us for any damage, loss, cost or expense we incur, including any legal fees, because of your Use of the Website or the Services for an unlawful or prohibited purpose.

Copyright and Proprietary Rights

Subject to the provisions of these Terms of Use relating to the ownership of personalized data, the Website is the property of Kaplan Early Learning Company and is protected by United States and International copyright laws. All copyright, trademark, patent, and other proprietary rights on this Website and in the software, text, graphics, design elements, audio, music, and all other materials originated or used by KAPLAN or its Partners at this Website ("Website Content") are reserved to KAPLAN and any other owners who have granted KAPLAN the right and license to use such Website Content. You may not reproduce, upload, post, transmit, download, or distribute any part of the Website Content or information accessed at other sites through links made at this Website ("Other Sites") other than printing out or downloading portions of the text and images for your own personal, non-commercial use.

You may not modify this Website, Other Sites, or any material residing on such sites, except as specifically instructed or allowed in such sites. You shall observe copyright

and other restrictions imposed by Other Sites. You may not Use this Website or Other Sites in any manner that infringes on the rights of any person or entity.

In addition, your use of any software you download from this Website will be governed by the terms of the end-user license agreement, if any, which accompanies or is included with such software. You may not install or use any software that is accompanied by or includes a license agreement unless you first agree to the terms of that license agreement. For any software not accompanied by a license agreement, we hereby grant to you, the user, a limited, personal, nontransferable and nonexclusive license to use the software for your own personal, non-commercial use in accordance with these terms and conditions and for no other purpose.

Domain names and trademarks of Other Sites, or contained in information accessed at Other Sites, are the sole property of their respective owners. No affiliation with, endorsement of, or sponsorship by KAPLAN should be inferred.

Digital Millennium Copyright Act Compliance

If you have copyright concerns about the materials posted by others, please let us know. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512). If you have any complaints or objections to material posted on this Website, please contact our Designated Agent:

Privacy Officer
Kaplan Early Learning Company
P.O. Box 609
1310 Lewisville-Clemmons Road
Lewisville, NC 27023

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON THIS WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION ON THIS WEBSITE. KAPLAN, OUR PARTNERS, AFFILIATES, AND/OR OUR SUPPLIERS AND LICENSORS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THIS WEBSITE AT ANY TIME. KAPLAN, OUR PARTNERS, OUR AFFILIATES, AND/OR OUR RESPECTIVE SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES CONTAINED ON OR OBTAINED THROUGH THIS WEBSITE FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. KAPLAN, OUR PARTNERS, OUR AFFILIATES, AND/OR OUR RESPECTIVE SUPPLIERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. KAPLAN AND OUR PARTNERS MAKE EVERY EFFORT TO

PROTECT YOUR SECURITY, BUT, BECAUSE THE INTERNET IS AN INSECURE MEDIUM, NEITHER KAPLAN, NOR OUR PARTNERS, AFFILIATES, OR SUPPLIERS MAKE ANY REPRESENTATION OR WARRANTY THAT ANY TRANSACTION CONDUCTED THROUGH THIS WEBSITE WILL NECESSARILY BE SECURE. IN NO EVENT SHALL KAPLAN, OUR PARTNERS, OUR AFFILIATES, AND/OR OUR RESPECTIVE SUPPLIERS AND LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO USE THIS WEBSITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY OF KAPLAN, OUR PARTNERS, OUR AFFILIATES, AND/OR OUR RESPECTIVE SUPPLIERS AND LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF OUR PARTNERS, OUR AFFILIATES, AND OUR RESPECTIVE SUPPLIERS AND LICENSORS FOR ANY DAMAGES ARISING OUT OF OR RELATED TO ANY DEFAULT HEREUNDER, REGARDLESS OF THE FORM OF THE ACTION, EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR USE OF THIS WEBSITE. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

General

Choice of Law; Venue: These Terms of Use, as well as the Privacy Policy referenced herein, shall be governed by, and construed and enforced in accordance with, the laws of The State of North Carolina, U.S.A., without regard to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. You hereby consent to this choice of law, and to the exclusive jurisdiction and venue of the state and federal courts located in the State of North Carolina U.S.A., for all disputes arising out of or relating to these Terms of Use and/or to the Use of this Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

No Joint Venture: You agree that no joint venture, partnership, employment, or agency relationship exists between you and KAPLAN, our Partners, or any of our affiliates or suppliers as a result of these Terms of Use or Use of the Website.

Subject to Law: Our performance of these Terms of Use, or the Privacy Policy referenced herein, is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of our right to comply with law enforcement requests or requirements relating to your Use of this Website or information provided to or gathered by us with respect to such Use.

Severability: If any part of these Terms of Use, or the Privacy Policy referenced herein, is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original

provision and the remainder of these Terms of Use, or the referenced Privacy Policy, shall continue in effect.

Waiver: Any waiver (express or implied) by either party of any breach of these Terms of Use, or the Privacy Policy referenced herein, shall not constitute a waiver of any other or subsequent breach.

Entire Agreement: These Terms of Use, and the Privacy Policy referenced herein, constitute the entire agreement between you and us with respect to this Website and the Services and it supersedes any and all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you, KAPLAN, and/or our Partners with respect to this Website, including prior versions of these Terms of Use and the associated Privacy Policy. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Modification Right: We reserve the right, at any time, to modify, alter, or update these Terms of Use or the Privacy Policy referenced herein. If we do so, we will post such modifications, alterations, or updates on this Website, and your continued Use of this Website will constitute acceptance of such modifications, alterations, or updates.

Reservation of Rights: Any rights not expressly granted herein are reserved.

No Editorial Control of Third Party Content; No Statement as to Accuracy: To the extent that any of the content included in the Website is provided by third party content providers, we have no editorial control or responsibility over such content. Therefore, any opinions, statements, products, services or other information expressed or made available by third party suppliers on this Website are those of such third party suppliers. We do not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party, or represent or warrant that your Use of such content or referenced content or service providers will not infringe rights of third parties not owned by or affiliated with us. Kaplan does not monitor materials uploaded through user accounts and you are solely responsible for any user of your registered account.

Links to Third Party Sites: This Website may contain hyperlinks to other sites owned and operated by parties other than us. Such hyperlinks are provided only for ready reference and ease of use. We do not control such websites and cannot be held responsible for their content or accuracy and do not endorse these sites unless we specifically so state. In the event this Website provides hyperlinks to other websites that are not owned, operated or maintained by us, you acknowledge and agree that we are not responsible for and are not liable for the content, products, services or other materials on or available from such websites. We accept no liability for any information, products, advertisements, content, services or software accessible through these third party websites or for any action you may take as a result of linking to any such website. Any third party websites are likely to set forth specific terms of use and privacy policies that you should review. We are under no obligation to maintain any link on this Website and may remove a link at any time in our sole discretion for any reason whatsoever. We shall not be responsible or liable, directly

or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other materials available on or through any such website. We are not responsible for the privacy practices of any other websites.

Disclaimer: Content and other information contained on this Website has been prepared by us as a convenience to its users and is not intended to constitute advice or recommendations upon which a user may rely. We have used reasonable efforts in collecting, preparing and providing quality information and material, but make no warranty or guarantee about the accuracy, completeness, or adequacy of the content or other information contained in or linked to this Website or any other website maintained by us. Users relying on content or other information from this Website do so at their own risk.

The information and descriptions contained herein are not intended to be complete descriptions of the terms, exclusions and conditions applicable to the products and services described herein, but are provided solely for general informational purposes; please refer to the actual lease or the relevant product or services agreement for complete terms and conditions. Should you lease a property from us or purchase a product or service from a third party, the terms and conditions applicable to that transaction will govern such rental or purchase, as applicable, and your Use of this Website does not affect that purchase in any manner.

Notices: Any notices to you from us regarding the Website or these Terms of Use will be posted on this Website or made by e-mail or regular mail.

Electronic Communications: When you visit this Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

Password Accounts, Passwords, and Security: If you have been given the option to open an account on this Website that will provide you with access to password protected portions of the Website and you elect to do so, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form, and choose a password and user name. You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to (a) immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware, and (b) exit completely from your account at the end of each online session. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

Partners: For purposes of these Terms of Use, and the Privacy Policy referenced herein, "Partner" shall mean any person or company with whom KAPLAN has entered into a legal arrangement for joint provision of or shared responsibility for the Website or the Services.

Remedies: You agree that any violation, or threatened violation, by you of these Terms of Use, or the referenced Privacy Policy, constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

Contact KAPLAN about our Privacy Policy and Terms of Use

If you have any questions or concerns about these Terms of Use or other KAPLAN policies relating to Use of the Website, please contact us at info@kaplanco.com or at 1-800-334-2014, or send a letter to:

Kaplan Early Learning Company
P.O. Box 609
1310 Lewisville-Clemmons Road
Lewisville, NC 27023

These terms of use were last updated and posted on May 11, 2018