

**SPRING EDUCATION GROUP
WEBSITE TERMS OF USE**

1.1.2020

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2. PRIVACY POLICY

Your privacy rights are set forth in our Privacy Policy, posted on each of the Websites, the terms of which are incorporated herein by reference. All capitalized terms not defined in these Terms will carry the meaning given to such terms in our Privacy Policy.

3. PROHIBITED ACTIVITIES

You agree not to do, or attempt to do, any of the following when using the Websites, subject to applicable law: (a) access or use the Websites or any service on the Websites in any way that violates or is not in full compliance with any applicable local, state, national or international law, regulation, or statute (including export laws), contracts, intellectual property rights or constitutes the commission of a tort, or for any purpose that is harmful or unintended (by us), or other than in full compliance with these Terms; (b) access, tamper with, or use services or areas of the Websites that you are not authorized to access; (c) alter information on or obtained from the Websites; (d) tamper with postings, registration information, profiles, submissions or Content of other users of the Websites; (e) use any robot, spider, scraper or other automated means or interface not provided by us to access the Websites or extract data or gather or use information, such as email addresses or images, available from the Websites in a way that interferes with or is inconsistent with the intended operation of the Websites, as determined

by us in our sole discretion, or transmit any unsolicited commercial email, advertising, “junk mail,” “spam,” or “chain letters” to or from the Websites; (f) frame any part of the Websites, or deceptively link to the Websites, or otherwise make it look like you have a relationship to us or that we have endorsed you for any purpose except as expressly permitted in writing by us, as determined in our sole discretion; (g) impersonate or misrepresent your identity or your affiliation with any person or entity; (h) reverse engineer any aspect of the Websites or do anything that might reveal or attempt to reconstruct source code, or bypass or circumvent measures employed to prevent or limit access to any area, Content or code of or on the Websites (except as otherwise expressly permitted by law); (i) send to or otherwise direct to or from the Websites, or operate on it, harmful, illegal, deceptive or disruptive code such as a virus, “spyware,” “adware” or other code that could adversely impact the Websites or any recipient; (j) take any action which might impose a significant burden (as determined by us in our sole discretion) on the Websites’ infrastructure or computer systems, or otherwise interfere with the ordinary operation of the Websites; or (k) engage in phishing or other deceptive practices for the purpose of collecting usernames or passwords.

In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect Spring Education’s systems and members, or to ensure the integrity and operation of Spring Education’s operations and systems, Spring Education may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, email address, etc.), IP addressing and traffic information and usage history.

4. DISCLAIMER

THE CONTENT PUBLISHED ON THE WEBSITES MAY INCLUDE INACCURACIES OR ERRORS. SPRING EDUCATION DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE CONTENT DISPLAYED ON THE WEBSITES. THE WEBSITES ARE PROVIDED “AS IS,” “WHERE IS” AND “WITH ALL FAULTS.”

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THE TOTAL LIABILITY, IF ANY, OF SPRING EDUCATION UNDER THESE TERMS, INCLUDING BUT NOT LIMITED TO LIABILITY ARISING OUT OF NEGLIGENCE, BREACH OF CONTRACT, TORT, BREACH OF WARRANTY CLAIMS BY THIRD PARTIES OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, SHALL NOT IN ANY EVENT EXCEED, IN THE AGGREGATE, THE LESSER OF FEES ACTUALLY PAID BY YOU TO SPRING EDUCATION DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR \$10.00.

SPRING EDUCATION SHALL IN NO EVENT WHATSOEVER BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, INCLUDING DAMAGES FOR LOST DATA OR ECONOMIC LOSS, EVEN IF SPRING EDUCATION HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH LOSS.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

6. THIRD PARTY WEBSITES

The Websites may contain advertisements, offers, or other links to other websites and resources of third parties that we do not control. These links, if any, are provided on the Websites for informational purposes and the convenience of its users. You acknowledge and agree that Spring Education is not responsible or liable for (a) the availability or accuracy of such websites or resources; or (b) the content, advertising, or products or services on or available from such websites or resources. The inclusion of any link on the Websites does not imply that we endorse the linked website. You use the links at your own risk. Once you choose to link to another website, you should read and understand that website's privacy statement and terms of use before disclosing any personal information.

7. GENERAL

The Websites are operated by a U.S. entity and these Terms are governed by the laws of the Commonwealth of Pennsylvania, USA. You agree that all claims you may have against Spring Education arising from or relating to the Websites must be heard and resolved exclusively in the State Courts of Chester County, Pennsylvania or the U.S. District Court for the Eastern District of Pennsylvania.

If any part of these Terms 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 remaining provisions in these Terms shall continue in effect.

These Terms (and any other terms and conditions referenced herein), constitutes the entire agreement between you and Spring Education with respect to the Websites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Spring Education with respect to the Websites. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

We will occasionally update these Terms. When we post changes to these Terms, we will revise the date at the top of these Terms. If we make any changes to these Terms that we deem to be material changes, we will notify you by sending an email to the email address you most recently provided us in your Account, profile or registration (unless we do not have such an email address), and/or by prominently posting notice of the changes on the Websites. We recommend that you check the Websites from time to time to inform yourself of any changes to these Terms or any of our policies.