

## **Terms of Service v2.2**

Last Updated: October 12, 2011

The Terms of Service Agreement includes and references the Privacy Policy, Curriki's Trademark License and Policy and DMCA Guidelines.

### **Introduction; Your Agreement to these Terms of Service**

Welcome to the Curriki ("Curriki") web site and online services (the "Curriki Site"). The following Terms of Service for the Curriki Site is a legal contract between you, either an individual subscriber, member, or user of at least 13 years of age, or an individual acting on behalf of an entity ("You"), and Curriki regarding your use of the Curriki Site. Visitors and users of the Curriki Site are referred to individually as "User" and collectively as "Users".

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF SERVICE. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING THE CURRIKI SITE, YOU ACKNOWLEDGE THAT YOU ARE RECEIVING A BENEFIT FROM CURRIKI, AND THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS (WITHOUT MODIFICATION), INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS MADE BY CURRIKI (COLLECTIVELY, THE "TERMS"). IF YOU ARE REGISTERING FOR CURRIKI ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACT ON BEHALF OF SUCH ENTITY, AND ACKNOWLEDGE AND AGREE THAT YOU ARE BINDING SUCH ENTITY TO THESE TERMS.

1. Eligibility.
2. Privacy Policy.
3. Individual Features and Services.
4. Modification of these Terms.
5. Software and Content Downloads.
6. Contributions License Grant; Representations and Warranties.
7. Digital Millennium Copyright Act.
8. Prohibited Conduct.
9. Account; Membership Fees.
10. Third-Party Sites, Products and Services; Links.
11. Termination; Terms of Service Violations.

12. Ownership; Proprietary Rights; Deep Linking & Framing.

13. Indemnification.

14. Disclaimers; No Warranties.

15. Limitation of Liability and Damages.

16. Miscellaneous.

**1. Eligibility.**

THE CURRIKI SITE IS NOT AVAILABLE TO PERSONS UNDER THE AGE OF 13 OR TO ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE CURRIKI SITE BY CURRIKI. By clicking the “I Agree” button or by otherwise using the Curriki Site, You represent that You are at least 13 years of age and have not been previously suspended or removed from the Curriki Site by Curriki.

**2. Privacy Policy.**

Your privacy is important to Curriki. Curriki’s Privacy Policy is hereby incorporated into these Terms by reference. Please read this notice carefully for information relating to Curriki’s collection, use, and disclosure of your personal information.

**3. Individual Features and Services.**

When using the Curriki Site, You will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the “Guidelines”). All such Guidelines are hereby incorporated by reference into these Terms.

**4. Modification of these Terms.**

Curriki reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms and any Guidelines periodically for changes. Your continued use of the Curriki Site after the posting of changes constitutes your binding acceptance of such changes. For any material changes to these Terms, such amended terms will automatically be effective thirty days after they are initially posted on the Curriki Site.

**5. Software and Content Downloads.**

Curriki and its licensors may make certain software and other content available to You for download (for a fee or otherwise) from the Curriki Site. All such software or other content that You download shall be subject to the terms and conditions included with such software or content or otherwise presented to You at the time of download.

**6. Contributions License Grant; Representations and Warranties.**

6.1 Contributions Generally.

(1.i) Contributions. Curriki permits the posting by You and other users of notes, written works, images and videos or other communications, including, but not limited to, files, documents, and applications (collectively, “Contributions”) and the hosting, sharing, and/or publishing of such Contributions. You understand that whether or not such Contributions are published, Curriki does not guarantee any confidentiality with respect to any submissions.

(1.ii) Crediting Curriki. The Curriki trademarks, logos and icons may only be used in accordance with Curriki’s Trademark License and Policy. If you use a Contribution off of the Curriki Site, you must place the “Sourced by Curriki” trademark, in accordance with the Curriki Trademark License and Policy, on such Contribution.

6.2 License Grant to Curriki to Host. By submitting or distributing Contributions through the Curriki Site, in addition to the Default License (defined below), You hereby grant to Curriki a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, distribute and re-distribute, and otherwise exploit your Contributions, in whole or in part, in any media formats and through any media channels (now known or hereafter developed), in order for Curriki to provide the services offered on the Curriki Site. You acknowledge and agree that Curriki may make minor edits:

(2.i) to your Contribution if it becomes aware of spelling or grammatical errors within such Contribution; and

(2.ii) to the description You provide of your Contribution in order to improve the search functionality associated with the Contributions on the Curriki Site.

6.3 License Grant to Curriki for Commercial Use. When You upload a Contribution, You will have the option to grant Curriki the right to exploit your Contribution for commercial purposes. If you choose this option when You upload Your Contribution, in addition to the Default License, you are granting Curriki a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, distribute and re-distribute, and otherwise exploit your Contributions, for commercial purposes, in whole or in part, in any media formats and through any media channels (now known or hereafter developed).

6.4 Limited License Grant to Other Curriki Users.

(4.i) Default License. All Contributions submitted to the Curriki Site are shared under a Creative Commons Attribution Non-commercial license, which can be found at <http://creativecommons.org/licenses/by-nc/3.0/> (the “Default License”).

(4.ii) Incompatible License. If you do not have the necessary rights to grant Curriki and Users the Default License as set forth above, when you upload a Contribution, please choose the license from the list provided by Curriki that enables you to license to Curriki and Users the rights you do have.

6.5 Contributions Representations and Warranties. You are solely responsible for your Contributions and the consequences of posting or publishing them. By uploading and publishing your Contributions, You affirm, represent, and warrant that: (1) You are the creator and owner of or have the necessary licenses, rights, consents, and permissions to use and to authorize Curriki and Curriki's Users to use and distribute your Contributions as necessary to exercise the licenses granted by You in this Section and in the manner contemplated by Curriki and these Terms of Service; (2) your Contributions do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (3) your Contributions do not contain any viruses, adware, spyware, worms, or other malicious code. VIOLATORS OF THESE THIRD-PARTY RIGHTS MAY BE SUBJECT TO CRIMINAL AND CIVIL LIABILITY. CURRIKI RESERVES ALL RIGHTS AND REMEDIES AGAINST ANY USER WHO VIOLATES THIS TERMS OF SERVICE.

6.6 Contributions Disclaimer. You understand that when using the Curriki Site You will be exposed to Contributions from a variety of sources, and that Curriki is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such Contributions. You further understand and acknowledge that You may be exposed to Contributions that are inaccurate, offensive, indecent or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against Curriki with respect thereto. Curriki does not endorse any Contributions or any opinion, recommendation or advice expressed therein, and Curriki expressly disclaims any and all liability in connection with Contributions. If notified by a User or a content owner of a Contribution that allegedly does not conform to these Terms of Service, Curriki may investigate the allegation and determine in its sole discretion whether to remove the Contribution, which it reserves the right to do at any time and without notice. For clarity, Curriki does not permit copyright infringing activities on the Curriki Site.

## **7. Digital Millennium Copyright Act.**

It is Curriki's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. For more information, please go to Curriki's DMCA Guidelines. Curriki will promptly terminate without notice your access to the Curriki Site if You are determined by Curriki to be a "repeat infringer." A repeat infringer is a User who has been notified by Curriki of infringing activity violations more than twice and/or who has had a Contribution or any other user-submitted content removed from the Curriki Site more than twice.

## **8. Prohibited Conduct.**

BY USING THE CURRIKI SITE YOU AGREE NOT TO:

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

8.2 use the Curriki Site or Contributions for any commercial use, it being understood that such use requires a separate agreement with Curriki. Otherwise, it is understood that the Curriki Site is for personal, non-commercial use only. With respect to the Curriki Site and Contributions on the Curriki Site, “non-commercial” use means any use of Contributions or the Curriki Site that is not intended to generate, directly or indirectly, pecuniary gain or commercial advantage. Without limiting the definition of “non-commercial” herein, the following are types of uses that Curriki expressly defines as falling outside of the definition of “non-commercial” and necessitating a separate agreement with Curriki to enact:

- (1.a) the sale of access to the Curriki Site or any Contribution, including without limitation the sale of access to Contributions embedded, “framed,” or Deep Linked on or from third party websites, products and services;
- (1.b) the sale of access to educational materials or curricula that include or incorporate any Contribution;
- (1.c) the sale of access to products or services that contain links to the Curriki Site or any Contribution;
- (1.d) providing training, support, or editorial services that use or reference the Contributions or any other Curriki resources or services in exchange for a fee; and
- (1.e) the offering of units of study that include Contributions or any portion of the Curriki Site in exchange for a fee (including, but not limited to, courses offered online to students in any grade).

8.3 rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any Materials (as defined in Section 12, below);

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

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

8.6 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Curriki Site accounts of others without permission, forge another person’s digital signature, misrepresent the source, identity, or content of information transmitted via the Curriki Site, or perform any other similar fraudulent activity;

8.7 delete the copyright or other proprietary rights on the Curriki Site or Contributions;

8.8 make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Curriki Site. This includes, but is not limited to, unsolicited advertising,

promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

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

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

8.11 use the Curriki Site if You are under the age of 13 years old;

8.12 remove, circumvent, disable, damage or otherwise interfere with security-related features of the Curriki Site or Contributions, features that prevent or restrict use or copying of any content accessible through the Curriki Site, or features that enforce limitations on the use of the Curriki Site or Contributions;

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

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

8.15 intentionally interfere with or damage operation of the Curriki Site or any user's enjoyment of them, by any means, including denial of service attacks, uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

8.16 provide a Deep Link (as defined below) to or otherwise Framing (as defined below) the Curriki Site or any Contribution.

## **9. Account; Membership Fees.**

9.1 Account. In order to upload Contributions and access other features of the Curriki Site, you must register for an account. Curriki may permit You to register for the Curriki Site through certain third party social networking services, such as Facebook Connect and Google ("Authentication Service"). By registering for the Curriki Site using an Authentication Service, you agree that Curriki may access your account information from the Authentication Service and you agree to the terms of use of the Authentication Service regarding your use of the Curriki Site via the Authentication Service. You agree that any Authentication Service is a Reference Site (as defined below) and you are solely responsible for your interactions with the Authentication Service as a result of accessing the Curriki Site through the Authentication Service.

9.2 Membership Fees. If during the registration process, You identify yourself or Curriki identifies You as using or intending to use the Curriki Site on behalf of or in favor of a

commercial entity, You agree that Curriki may charge an annual membership fee to You or to the commercial entity on whose behalf or favor You register or use the Curriki Site. You acknowledge that Curriki may charge such membership fee on a recurring basis and that Curriki may, at any time and in its sole discretion, change the fee it charges You. Any such changed fee amount will be applicable to You upon the next scheduled billing cycle.

9.3 Account Security. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and You agree to accept responsibility for all activities that occur under your account or password. You agree that the information You provide to Curriki on registration and at all other times will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit or charge card number, if applicable), then You agree to immediately notify Curriki. You may be liable for the losses incurred by Curriki or others due to any unauthorized use of your Curriki Site account.

## **10. Third-Party Sites, Products and Services; Links.**

The Curriki Site may include links or references to other web sites or services solely as a convenience to Users (“Reference Sites”). Curriki does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Curriki Site are solely between You and such advertiser. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES IS SOLELY AT YOUR OWN RISK.

## **11. Termination; Terms of Service Violations.**

11.1 Curriki. You agree that Curriki, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with Curriki or your use of the Curriki Site and remove and discard all or any part of your account, User profile, and any Contribution, at any time. Curriki may also in its sole discretion and at any time discontinue providing access to the Curriki Site, or any part thereof, with or without notice. You agree that any termination of your access to the Curriki Site or any account You may have or portion thereof may be affected without prior notice, and You agree that Curriki will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Curriki may have at law or in equity. As discussed herein, Curriki does not permit copyright infringing activities on the Curriki Site, and will terminate access to the Curriki Site, and remove all Contributions or other content submitted by any Users who are found to be repeat infringers.

11.2 You. Your only remedy with respect to any dissatisfaction with (i) the Curriki Site, (ii) any term of these Terms of Service, (iii) Guidelines, (iv) any policy or practice of Curriki

in operating the Curriki Site, or (v) any content or information transmitted through the Curriki Site, is to terminate this Terms of Service and your account. You may terminate this Terms of Service at any time by deleting your account with the Curriki Site and discontinuing use of any and all parts of the Curriki Site.

## **12. Ownership; Proprietary Rights; Deep Linking & Framing.**

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

12.2 Deep Linking & Framing. Curriki is concerned about the integrity of this web site when it is accessed in a manner solely determined by third parties or viewed in a setting solely created by third parties. Specifically, Curriki is concerned with activities such as linking to an internal or subsidiary page of the Curriki Site that is located one or several levels down from the home page of the Curriki Site ("Deep Linking") and incorporating any part of the Curriki Site, including without limitation any Contribution, as part of your own web page ("Framing"). In this regard, without limiting the provisions contained herein, you must make a specific request for, and secure permission from, Curriki prior to Deep Linking to, or Framing, any part of the Curriki Site, including without limitation any Contribution, or engaging in similar activities. Deep Linking to or Framing any part of the Curriki Site may only be carried out if you have obtained express prior written permission from Curriki.

## **13. Indemnification.**

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



**14. Disclaimer; No Warranties.**

14.1 No Warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CURRIKI, AND ITS AFFILIATES, PARTNERS, LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CURRIKI OR THROUGH THE CURRIKI SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 14 THE TERM CURRIKI INCLUDES CURRIKI'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

14.2 "As is" and "As available" and "With All Faults". YOU EXPRESSLY AGREE THAT USE OF THE CURRIKI SITE IS AT YOUR SOLE RISK. THE CURRIKI SITE AND ANY DATA, INFORMATION, THIRD-PARTY SOFTWARE, CONTRIBUTIONS, REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE CURRIKI SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

14.3 Content. CURRIKI, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT THAT THE DATA, CONTRIBUTIONS, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE CURRIKI SITE OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

14.4 Accuracy. CURRIKI, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CURRIKI SITE OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

14.5 Harm to Your Computer. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE CURRIKI SITE (INCLUDING RSS FEEDS) OR ANY REFERENCE SITES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

**15. Limitation of Liability and Damages.**

15.1 Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL CURRIKI OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES, OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OF OR YOUR INABILITY TO USE THE CURRIKI SITE OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH CURRIKI, EVEN IF CURRIKI OR AN CURRIKI AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, CURRIKI'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

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

15.3 Reference Sites. THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN CURRIKI AND RECEIVED THROUGH OR ADVERTISED ON THE CURRIKI SITE OR RECEIVED THROUGH ANY REFERENCE SITES.

15.4 Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT CURRIKI HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND CURRIKI, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN

BETWEEN YOU AND CURRIKI. CURRIKI WOULD NOT BE ABLE TO PROVIDE THE CURRIKI SITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

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

## 16. **Miscellaneous.**

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

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

### 16.3 Dispute Resolution and Arbitration.

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

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

(3.iii) Jurisdiction. You agree that any action at law or in equity arising out of or relating to these Terms or Curriki will be filed only in the state or federal courts in and for Santa Clara County, California, and You hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such

action, except as provided in Section 16.3(b) regarding arbitration. Notwithstanding this, either party shall still be allowed to apply for injunctive or other equitable relief to protect or enforce that party's intellectual property rights in any court of competent jurisdiction where the other party resides or has its principal place of business.

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

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

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

16.6 Survival. Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, sections 6 through 16.

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

16.8 Entire Agreement. These Terms, the Privacy Policy and Guidelines constitute the entire agreement between You and Curriki relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms, Privacy Policy or Guidelines made by Curriki as set forth in Section 4 above.

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

16.10 Disclosures. The Curriki Site is hosted in the United States, and the services provided hereunder are offered by Curriki:

e-mail: [info@curriki.org](mailto:info@curriki.org)

Address:

Curriki  
20660 Steven Creek Boulevard #332  
Cupertino, CA 95014  
Phone: 1-408-655-0233  
Fax:1-408-608-0332