



Website Terms of Use

This website is provided by LearnSomething and contains information about LearnSomething and its products and services offered to its customers. By accessing the website, uploading, viewing, printing, or downloading materials from this website, or otherwise using this website or any related web pages (collectively, “website”) in any manner, you agree that you have read and agree to these Terms of Use and the website Privacy and Security Policy that are posted on the website.

When making a retail purchase of our products or providing personal information, you are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your registered user account.

These Terms of Use may change. LearnSomething reserves the right to update or modify these Terms of Use at any time without prior notice. Your use of this website following any such change constitutes your agreement to be bound by the modified Terms of Use. Please review these Terms of Use prior to your use of the website.

Intellectual Property Rights Notice

All of the content you see and hear on the website, including for example all images, logos, illustrations, graphics, audio clips, and text, represents proprietary and intellectual property of LearnSomething or its licensors. Such content and information is protected by any and all applicable international, federal, and state laws, rules, orders, and regulations relating to intellectual or proprietary property. You agree not to reproduce, distribute, display, revise, create derivatives of, copy, publish, sell, license, or edit any such content and information. Any attempt to download, print, publish, or maintain a significant portion of content or information from the website, to distribute copies of such information or content or to otherwise exploit the information or content in violation of the intellectual property or proprietary rights of others is strictly prohibited by these Terms of Use.

Use of Website

You agree not to use the website for any unlawful purpose or in any way that might harm, damage, or disparage any other party. Without limiting the preceding sentence and by way of example, you agree that you will not:

- Upload identifiable patient information (as images or texts) to publicly viewable areas or otherwise violate local and federal privacy protection regulations
- Collect or store personal data about other users
- Abuse, slander, defame, or otherwise violate the legal rights (such as the rights of privacy and publicity) of others
- Publish, distribute, or disseminate any inappropriate, defamatory, infringing, unlawful, or otherwise objectionable material or information



- Create a false identity or impersonate another for the purpose of misleading others as to the identity of the sender or the origin of a message, including but not limited to, providing misleading information to any feedback system employed through the website
- Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious software programs
- Interfere with or disrupt the website, networks, or servers connected to the website or violate the regulations, policies, or procedures of such networks or servers
- Attempt to gain unauthorized access to the website, logins, and passwords of others or computer systems and networks connected to the website
- Upload or otherwise transmit any information or content that infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party
- Use the website in any manner whatsoever that could lead to a violation of any federal, state, or local laws, rules, or regulations
- Intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law

Indemnity

You agree to indemnify and hold harmless LearnSomething and its licensors and suppliers and their respective directors, officers, employees, agents, and contractors from all damages, injuries, liabilities, costs, fees, fines, penalties, and expenses (including but not limited to, legal and accounting fees) arising from or in any way related to your violation of these Terms of Use or misuse of the website by you or any of your employees, contractors, or agents.

Disclaimers and Limitations

THIS WEBSITE IS PROVIDED ON AN “AS-IS,” “AS AVAILABLE” BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. LEARNSOMETHING AND ITS LICENSORS AND SUPPLIERS HEREBY DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT WILL LEARNSOMETHING OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THIS WEBSITE OR ANY CONTENT OR INFORMATION ASSOCIATED THEREWITH, OR ANY OTHER LINKED WEBSITE, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, OR OTHERWISE, WHETHER BASED IN TORT, CONTRACT, OR OTHER LEGAL THEORY AND EVEN IF LEARNSOMETHING OR ITS LICENSORS OR SUPPLIERS ARE EXPRESSLY ADVISED OF THE



POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LEARNSOMETHING OR ITS LICENSORS OR SUPPLIERS BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES INCURRED BY YOU IN EXCESS OF \$100.

Third-party Content and Links

From time to time, the website may contain references or links to third-party materials (including without limitation websites) not controlled by LearnSomething or its suppliers or licensors. LearnSomething provides such information and links as a convenience to you and should not be considered endorsements of such websites or any content, products, or information offered on such websites. You acknowledge and agree that LearnSomething is not responsible for any aspect of the information or content contained in any third-party materials or on any third-party websites accessible or linked to the website. Your use of such third-party websites is at your own risk and subject to the terms and conditions of use for such sites.

Miscellaneous

In the event any of the provisions of the Terms of Use are held unenforceable or invalid by a court of competent jurisdiction, such provisions will be deemed severed from the applicable agreement and the remaining provisions thereof will remain in full force and effect. Failure of any party to enforce, in any one or more instances, any of the provisions herein will not be construed as a waiver of the future performance of any such terms or conditions. No consent to a breach of any express or implied term of the Terms of Use or any other notice, directive, or rule otherwise posted on the website will constitute consent to any prior or subsequent breach. These Terms of Use will be governed by the laws of the United States of America.