



PimsPoints.com and PimsPoints Mobile App Terms and Conditions

This is a legal agreement (“Agreement”) between you (“You” or “the User”) together with PimsPoints (“PimsPoints” or “Us”). BY CHECKING THE BOX ON THE SIGN UP PAGE, OR BY REGISTERING WITH THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. If you do not agree to the terms of this Agreement, do not access the Services (as defined below).

THE SERVICES

PimsPoints offers a parental involvement system designed to incentivize parents and caretakers to take an active role in the education of their children through their web-based software located at PimsPoints.com (“Site”) and software that may be downloaded to your smartphone or tablet (“PimsPoints Mobile App”). The term “Services” means the Site and Mobile App. These Terms of Service (“Terms”) govern your access to and use of the Services.

The Services are offered to you, the user, conditioned upon your acceptance without modification of this Agreement. You acknowledge that, from time to time, it may be necessary for PimsPoints to update or revise certain provisions of the Agreement. By joining PimsPoints.com and/or the PimsPoints Mobile App and accepting this Agreement, you agree that PimsPoints may change the terms of the Agreement in its sole discretion without specific notice to you. If you do not agree to the changes proposed by PimsPoints, or to any terms in this Agreement, your sole and exclusive remedy is to cancel your PimsPoints.com account and your PimsPoints Mobile App account (“Your Account”).

GENERAL USE OF THE SERVICES

You shall not use the Services, in whole or in part, for any purpose that is unlawful or prohibited by this Agreement. You agree that you will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another web page, use on any other web site, transfer, or sell any information, software, databases or other lists, products or services provided through or obtained from the Services. This means, among other activities, that you agree not to engage in the practices of “screen scraping”, “database scraping”, or any other activity with the purpose of obtaining information. You agree that you will not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party’s use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services. Except with the written permission of PimsPoints, you agree that you will not access or attempt to access password protected, secure or non-public areas of the Services. If you attempt to access prohibited areas of the Services, you may be subject to prosecution.

GENERAL USER REGISTRATION/PRIVACY POLICY

In order for you to participate in the Services, PimsPoints will require you to provide specific information about you and/or your organization or business (if applicable). You shall be responsible for maintaining the confidentiality of your account and password and shall be responsible for any and all transactions by users given access to such account or password and any and all consequences of use or misuse of such account and password. You shall be responsible for all actions by such users, including without limitation former employees and former partners, and shall indemnify PimsPoints for such actions. Any information supplied by you upon registering for the Services and any other information about you and/or your business (if applicable) (collectively, "User Data") is subject to PimsPoints' Privacy Policy. For more information, you may review the PimsPoints Privacy Policy which is hereby incorporated into this Agreement and which may be accessed by clicking on this link.

USER CONDUCT

Your right to use the Services is personal to you and your organization, company and its employees (if applicable). You, and not PimsPoints, is entirely responsible for all presets, programming, or organization of such data information ("User Content") posted via the Services. You, and not PimsPoints, is also responsible for compliance with all laws, regulations and ordinances connected with all aspects of your use of the Services. You shall not use the Services for any illegal purpose in violation of any local, state, federal or international law.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: A) YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. PIMSPPOINTS PROVIDES THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF TITLE AND NON-INFRINGEMENT. (B) PIMSPPOINTS MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

PIMSPPOINTS PROPRIETARY RIGHTS/SOFTWARE LICENSES

You acknowledge and hereby agree that the Services and any software used in connection with the Services (the "Software") contain proprietary and confidential information that is protected by applicable intellectual property laws and other laws. PimsPoints provides you with a non-exclusive, non-transferable, limited license to use the Software, which you agree to use in accordance with this Agreement. You may not sub-license or charge others to use or access the Software without first obtaining written permission from PimsPoints. The Software is owned by PimsPoints and/or its developers and is protected to the maximum extent permitted by copyright laws and international treaty provisions. Any reproduction, modification, creation of derivative works from or redistribution of the Software is expressly prohibited, and may result in severe civil and criminal penalties. The Software, its structure, sequence and organization and source code are considered trade secrets of PimsPoints and its developers and are protected by trade secret laws. WITHOUT LIM-

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INDEMNIFICATION

You agree to indemnify and hold PimsPoints and its developers, affiliates, partners, subsidiaries and employees (collectively, the “Indemnified Parties”) harmless from any and all claims and demands, losses, liability costs and expenses (including, but not limited to, reasonable attorneys’ fees), incurred by an Indemnified Party arising out of or related to (i) your breach of this Agreement; (ii) any information (including but not limited to User Data) submitted or otherwise provided by you to PimsPoints and/or its affiliates; (iii) any dispute or litigation between an Indemnified Party and a third party caused by your actions; and (iv) your negligence or violation or alleged violations of any rights of another. These obligations will survive any termination of your relationship with PimsPoints or your use of the Services. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of PimsPoints and/or its developers, affiliates, partners, subsidiaries and employees.

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MODIFICATION OF THE SERVICES

PimsPoints reserves the right, at its sole discretion, to, at any time, modify, or discontinue the Services, temporarily or permanently, (or any part thereof), including the imposition of limits on certain features and services or restriction of access to parts or all of the Services, with or without notice. You agree that PimsPoints shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services. You further agree that PimsPoints shall have the right to remove any element from the Services, with or without notice to you, at any time at PimsPoints' sole discretion, if PimsPoints discontinues offering the element for any reason. If you do not agree to any such modifications, your sole and exclusive remedy is to cancel your Account.

TERMINATION/CANCELLATION OF USER ACCOUNT

Either you or PimsPoints may terminate or cancel your Account at any time. You understand and agree that the cancellation of your Account is your sole right and remedy with respect to any dispute with PimsPoints. This includes, but is not limited to, any dispute related to, or arising out of: (1) any term of this Agreement or PimsPoints' enforcement or application of any such term; (2) any policy or practice of PimsPoints, including PimsPoints' Privacy Policy and Copyright Policy, or PimsPoints' enforcement or application of these policies; (3) the content available through the Services or any change in content provided through the Services; (4) your to access or use the Services; or (5) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods, if any. All other provisions of this Agreement, which may reasonably be construed as surviving such termination, will survive the termination of this Agreement. You further agree that PimsPoints, in its sole discretion, may terminate the Services, your Account or your use of the Services for any reason, including, without limitation, (i) if you breach this Agreement, (ii) if PimsPoints is unable to verify or authenticate any information that you provide to PimsPoints, (iii) if PimsPoints believes that you have violated or acted inconsistently with the spirit of this Agreement, or (iv) for lack of use if you have registered for a Free Trial. PimsPoints may also terminate the Services and/or your Account if PimsPoints determines, in PimsPoints' sole discretion, to discontinue offering the Services. If PimsPoints terminates your Account pursuant to (i), (ii) or (iii) above, you will forfeit all credits, pre-paid fees, and any other amounts accruing to you, if any, and PimsPoints shall not be required to refund, redeem, or pay amounts to you upon such termination. Upon termination of your Account for any reason, PimsPoints reserves the right to (a) delete any User Content or other information in connection with your account; (b) prohibit your access to your Account, including without limitation by deactivating your password; and (c) refuse you future access to the Services. In no event shall PimsPoints be required to refund, redeem, or pay amounts to you upon termination of the Services.

NOTICE

Statements, notices and other communications to you may be made by mail, email, postings within your account or other reasonable means. PimsPoints may also provide notices of changes to the Agreement or other matters by displaying notices or links to notices generally on the PimsPoints.com website or the PimsPoints Mobile App. You should refer to the Contact Us page of the PimsPoints.com website for information on how to contact and/or provide notice to PimsPoints.

GENERAL

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. PimsPoints' failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. You shall not assign this Agreement

or any rights or obligations hereunder, by operation of law or otherwise, without prior written approval of PimsPoints, and any such attempted assignment shall be void. PimsPoints shall have the right to freely assign this Agreement, and its rights and obligations hereunder, to any third party without requiring the consent or notice of you, the user. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and permitted assigns. This Agreement sets forth the entire understanding and agreement between PimsPoints and you, the user with respect to the subject matter hereof. The section and subsection titles in the Agreement are for convenience only and have no legal or contractual effect. Each party is an independent contractor and not an agent or representative of any other party. No party shall have any right or authority to create any obligation or make any representation or warranty in the name or on behalf of any other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon any party. The parties acknowledge and agree that this Agreement may be entered into electronically, and without the necessity of written signatures.

INDEPENDENT REVIEW

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ALL RELATED SITE SCREENS REFERENCED AND INCORPORATED IN THIS AGREEMENT AND THAT YOU AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED ALL ASPECTS OF THIS AGREEMENT AND THE DESIRABILITY OF ENTERING INTO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.