

Edifii, Inc. - Terms of Use

Last Modified: August 21, 2024

Welcome to Edifii! These Terms of Use (these “**Terms**”) apply to our websites, microsites, mobile versions of these websites and desktop/online and mobile applications, including but not limited to any application programming interface (“**API**”) we provide (collectively, the “**Sites**”) that expressly adopt and display or link to these Terms and that are owned, operated or controlled by Edifii, Inc. (“**Edifii**,” “**Company**,” “**our**,” “**we**,” or “**us**”). We make available and provide these Sites to you subject to these Terms. By visiting or using our Sites, registering with or creating an account on our Sites, downloading, installing, or using a desktop app, mobile app or API with a link to these Terms, or buying or using our products or services (including but not limited to using our “Discovery Quiz” solution, and including the Sites, collectively, the “**Services**”) you agree to accept and be bound by these Terms, which may be modified from time to time, and our updated privacy policy at <https://www.edifii.me/> (“**Privacy Policy**”) which may also be modified from time to time. Notwithstanding the forgoing, Edifii will not change how Personal Data about you is collected, used, or shared by our Services as stated in the current versions of these Terms and our Privacy Policy without advance notice to you and obtaining your consent to such changes, which will be deemed granted by your continued use of our Services after receiving such notice. For purposes of these Terms and our Privacy Policy, “**Personal Data**” means personally identifiable data that can be used to identify you (such as your name, date of birth, student or other ID number, home address, telephone number, or email address). Personal Data is part of Submitted Data, but does not include Usage Data, as such terms are defined below in Section 6. Our Privacy Policy is incorporated herein by reference. Please read these Terms and our Privacy Policy carefully. Certain features or functions of our Services may be subject to fees or additional guidelines, terms, or rules, which will be advised or posted on the respective Services in connection with such features or functions. All such additional terms, guidelines, and rules are incorporated by reference into these Terms. In the event of a conflict between these Terms and additional terms, the additional terms shall first control. These Terms commence on the date when you accept them by accessing or using any Services and remain in full force and effect unless terminated earlier in accordance with these Terms. These Terms apply whether you are just a visitor, or a user (student, school counselor, administrator or other user) of our Services.

By accessing, previewing, or otherwise using our Services in any manner, you represent and warrant that you have sufficient legal capacity to agree to these Terms or, if you lack such capacity (for example, if you are a minor over the age of 13 but under the age of 18), that you have obtained the necessary parental or guardian consent to agree to these Terms. If you are under the age of 13, or if you are between the ages of 13 and 18 and do not have parental or guardian consent, you may not use our Services in any manner or provide any information to Edifii in any way. If you are the parent or guardian of a minor child over the age of 13, by allowing your minor child to access and use the Services, you agree to bind the minor to these Terms and to fully indemnify Edifii for any breach of these Terms by such minor.

PLEASE BE AWARE THAT THESE TERMS CONTAIN PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THESE TERMS. IN PARTICULAR, THESE TERMS CONTAIN AN ARBITRATION AGREEMENT (SECTION 19) WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

1. Changes to the Terms

A. As noted above, we may revise and update these Terms from time to time in our sole discretion. When changes are made to these Terms, we will update the “Last Updated” date at the top of the Terms. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter. However, (a) any changes to the dispute resolution provisions set out in Section 19 will not apply to any disputes for which the parties have actual notice before the date the change is posted to the Terms on our website, and (b) any changes with respect to how Edifii collects, uses and shares your Personal Data will require your consent (which will be deemed given by your continued access to and use our Services after having received prior notice of such changes).

B. Your continued use of our Services following the posting of revised Terms or your receipt of notice of changes (with respect to changes in our handling of Personal Data) means that you accept and agree to the changes. If you do not agree to the revised Terms, you should immediately cease use of our Services. You are expected to check this page from time to time so you are aware of any changes to our Terms, which are binding on you, unless you are separately notified in advance of any changes to terms with respect to our collection, use, and sharing of your Personal Data.

2. Accessing the Sites and Security

A. We reserve the right to withdraw, revise, or amend our Services or Materials (as defined below) we provide on or through the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of any Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or entire Services, to users, including registered users. In addition, access to or use of certain features or functionalities on our Services may require the payment of fees or agreement to other terms as noted below.

B. You are responsible for both:

- i. making all arrangements (including but not limited to internet or wireless connections and appropriate devices and accounts) necessary for you to have access to the Services; and
- ii. ensuring that all persons who access the Services through your internet or wireless connections or devices or accounts are aware of these Terms and comply with them.

C. To access or use certain Services, or some of the resources we offer, you may be asked to provide certain registration details or other information, which might be used to create an account. It is a condition of your use of our Services that all Submitted Data (defined below) you provide is correct, current, and complete. You agree that all Submitted Data you provide to register with our Services, create an account, or otherwise, including, but not limited to, through the use of any interactive features on the Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy and these Terms.

D. If you choose, or are provided with, a username, password, or any other piece of information as part of our account registration or security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to your account, or portions of it, using your username, password, or other security information or access credentials. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You

should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You are responsible for all use of your account by other persons.

E. We have the right to disable any account, username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of our Terms.

F. In certain cases, you may be charged fees if you subscribe to or choose to access or use certain features or functionalities of our Services, which may also be subject to additional terms. In such cases, you agree to pay all fees or charges in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. Edifii may terminate your access to or use of any or all Services in the event of your nonpayment of fees.

3. Intellectual Property Rights.

A. The Services their entire contents (including Discovery Quiz questions, question formatting, sequencing and progression), features, and functionality (including but not limited to all information, software, computer code, algorithms, firmware, scripts, HTML code, text, displays, data visualizations, graphics, images, video, and audio, and the design, selection, and arrangement thereof) and all associated intellectual property rights (including all Output (as defined below), collectively, the “**Materials**”) are owned by Edifii, its licensors, or other providers of such Materials (excluding any Submitted Data) and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

B. The Company name and all related logos, trade dress, slogans, product and service names, designs, and slogans are owned exclusively by Edifii and are registered and/or common law trademarks (the “**Marks**”), protected by United States and international laws and treaties. No license to the use of such Marks is granted to you under these Terms or by your access to or use of our Sites or Services. Any misuse of our Marks is strictly prohibited and you may not use our Marks without the prior written permission of Edifii except as expressly set forth herein with respect to use with our API, if applicable. All other third-party company names, logos, product and service names, designs, and slogans used with our Services are the trademarks of their respective third-party owners as indicated. Edifii reserves the right to deny or withdraw any approval for use of our Marks.

C. Any violation of Edifii’s intellectual property rights in its Services or Materials will result in immediate termination of your access to or use thereof. In addition, Edifii will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of civil remedies and criminal prosecution.

D. You retain exclusive property rights to all your Submitted Data, including intellectual property rights, subject to the limited license and other rights expressly granted to Edifii to use Submitted Data as contemplated by these Terms. Edifii has no rights to sell or trade your Submitted Data. Edifii will not use your Submitted Data for any purpose other than for the specific purposes expressly set forth in these Terms. Please consult our Privacy Policy for more details concerning our use of Submitted Data.

4. License and Access.

A. Subject to these Terms, Edifii grants you a non-transferable, non-exclusive, non-sublicensable, revocable, limited license to (a) access and use the Services for which you have been authorized and solely the purpose for which they are provided, and (b) use profiles, suggestions, reports, summaries, assessments, results, or other output generated by the Services (the “**Output**”) for a specific student, or a

group of students, for academic or career guidance insights, as applicable and consistent with the purpose for which it is provided. This license does not include any right of resale or commercialization of the Services or Materials or any information provided through our Services; derivative use of our Services or Materials; any downloading or copying of account information for the benefit of another merchant or service provider; or any use of data mining, robots, or similar data (information or image) gathering or extraction tools. Our Services and Materials, or any and all portions thereof may not be reproduced, duplicated, copied, sold, resold, visited, published, republished, displayed, or otherwise exploited for any commercial purpose without our express prior written consent. No right, title, or interest in or to the Services or Materials is transferred to you, and all rights not expressly granted are reserved by Edifii.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services or Materials in breach of these Terms, your license to use our Services will immediately terminate and you must, at our option, return or destroy any copies of the materials you have made, or delete any electronic versions of such materials. Any use of the Services or Materials not expressly permitted by these Terms is a breach of these Terms and may also violate copyright, trademark, and other laws. Any unauthorized use of our Services or Materials terminates your limited license, and we may revoke this limited license at any time for any or no reason. In the event of a violation of these Terms, Edifii reserves the right to seek all remedies available by law and in equity. Edifii also retains the right at our sole discretion to deny access to anyone to our Services, or Materials, at any time and for any or no reason, including, but not limited to, for violation of these Terms.

5. Prohibited Uses

A. You may use the Services and Materials only for lawful purposes and in accordance with these Terms. You agree not to use the Services or Materials:

- i. in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries);
- ii. for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- iii. to send, knowingly receive, upload, download, use, or re-use any messages, videos, audio or other materials that do not comply with the Content Standards set out in Section 7 of these Terms;
- iv. to transmit, upload, distribute, redistribute, promote, or procure the sending of any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” “mass mailing,” pyramid scheme, or any other similar solicitation;
- v. to impersonate or attempt to impersonate Edifii, a Edifii employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing or that are false or misleading); or
- vi. to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services or Materials, or which, as determined by us, may harm Edifii, or other users of our Services or Materials, or expose them to liability.

B. Additionally, you agree not to:

- i. decompile, reverse engineer or seek to gain unauthorized access to any part of any of the Services, Materials, or related systems, data, networks, software, firmware, programming, algorithms, or source code;
- ii. bypass or circumvent measures or features designed to prevent or limit access to any part of the Services, or Materials;
- iii. access or use any of the Services or Materials for any competitive purposes, including to develop, directly or indirectly, any product, service, website or solution that competes with any of the Services or Materials of Edifii;
- iv. license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services or Materials, whether in whole or in part;
- v. modify copies of any Materials;
- vi. use any Materials for purposes inconsistent with these Terms;
- vii. delete or alter any copyright, trademark, patent notices, or other proprietary rights notices from our Services or Materials;
- viii. use our Services or Materials in any manner that could disable, overburden, damage, or impair the Services or Materials, any feature or functionality, or interfere with any other party's use of our Services or Materials, including their ability to engage in real time activities through the Services or Materials;
- ix. use any robot, spider, scripts, service, software or any manual or automatic device, tool, or process designed to data mine or scrape Services or Materials, or otherwise use, access, or collect Materials, data, or other information from the Services using automated means;
- x. use Materials on the Services for the development of any software program, including, but not limited to, training a machine learning or artificial intelligence (AI) system;
- xi. use any automatic or manual process to monitor or copy any of the Materials, or for any other purpose not expressly authorized in these Terms, without our prior written consent;
- xii. use any device, software, or routine that interferes with the proper working of the Services or Materials;
- xiii. introduce to our Services any viruses, Trojan horses, worms, logic bombs, code, or other material that is malicious or technologically harmful;
- xiv. attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services or Materials, the servers or accounts on which the Services or Materials are stored or hosted, or any server, computer, system, network, account, or database connected to or used by us with the Services; or
- xv. attack the Sites or Services via a denial-of-service attack or a distributed denial-of-service attack.

C. With respect to any API that may be provided by us, you additionally agree:

- i. to use the API solely (a) as a developer for your internal business purposes in developing your applications that will communicate or interoperate with Edifii Services consistent

with these Terms and as approved by Edifii, or (b) to communicate with and interoperate with Services approved by Edifii.

- ii. this Agreement does not entitle you to any support for the API. You acknowledge that we may update or modify the API from time to time and at our sole discretion (in each instance, an “**Update**”), and may require you to obtain and use the most recent version of the API. Updates may adversely affect how your applications communicate with our Services. You are required to make any changes to your applications that are required for integration as a result of such Update at your sole cost and expense. Your continued use of the API following an Update constitutes binding acceptance of the Update.
- iii. no license fees or other payments will be due under these Terms in exchange for the rights granted with respect to your access to and use of the API. You acknowledge and agree that this fee arrangement is made in consideration of the mutual covenants set forth in these Terms, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, we reserve the right to start charging for access to and use of the API at any time upon notice.
- iv. Edifii may collect certain information through the API about you or any of your employees, contractors, or agents. By accessing, using, and providing information to or through the API, you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

6. Data, Usage Data; User Contributions and Feedback

A. With respect to any information or data you provide to Edifii to or through our Services including but not limited to Personal Data and responses to any questions or queries included with our Services, you represent and warrant that you have all necessary permissions, rights, licenses, and approvals to provide and disclose such information or data to Edifii, and to grant Edifii the license to use such information or data for us to provide you with access to or use of the Services as applicable) (such information or data provided by you to us, “**Submitted Data**”). Edifii is not responsible for the quality, accuracy, completeness, truthfulness, or availability of any Submitted Data. You hereby grant to Edifii a nonexclusive, royalty free, worldwide license to access, transmit, reproduce, distribute, modify, prepare derivative works of or incorporate into other works, and otherwise use and display Submitted Data solely to provide the functions and features of the Site or Services to you and as otherwise expressly approved by these Terms. You agree that Submitted Data (including Personal Data), which may include your responses to questions in our Discovery Quizzes and other submissions or messages you send or content you upload to our Sites or Services, as well as Output and analysis of collective Output (trends, averages, and other analytics) may, in certain cases in support of our Services or for personal, public or community safety reasons, and/or in compliance with applicable laws, administrative or counseling policies or protocols, be shared with or disclosed by Edifii to certain school counselors, school leaders, school administrators, teachers, parents, guardians, law enforcement and other authorities. Submitted Data will not be shared with any additional parties without your prior written consent except as may be required by applicable law or regulations. You expressly agree not to provide or share any information with Edifii that may constitute healthcare information as contemplated by the Health Insurance Portability and Accountability Act, as amended (HIPAA).

B. All new data, new meta-data, or new information generated by, resulting from, or created by Edifii through analysis or other processing of (i) usage of the Site, Services or Material, user activity metrics, and how users utilize the Sites, Services or Materials, (ii) Edifii’s performance of Services, uptimes, API calls, and other service metrics, and (iii) all translations, adaptations, arrangements, modifications, derivatives, or any other alteration of the forgoing ((i), (ii) and (iii) collectively, “**Usage**

Data”) and all intellectual property rights related to any of the foregoing, shall be the sole and exclusive property of Edifii. Edifii shall be free at any time to (a) use Usage Data and any de-identified Submitted Data to improve and enhance the Sites, Services and Materials and for other research, development, diagnostic and corrective purposes in connection with the Sites, Services and Materials and other Edifii products, services, offerings, or business; (c) use Usage Data for Edifii’s promotional or marketing purposes, and (c) share such Usage Data or de-identified Submitted Data with third parties; provided, however, that all such uses of Usage Data or Submitted Data as contemplated in this Section 6(B) shall use only de-identified or anonymized data and not include any Personal Data, and any third parties with access to such data shall agree not to attempt to re-identify any data provided to them.

C. Some of our Services may contain message boards, email integrations, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, upload, export, publish, display, share, transmit or make available (hereinafter, “**post**”) messages, photos, content, video, text, music, information, images, audio, comments, or other materials as part of our social media interfaces or otherwise intended by you to be publicly accessible or viewed by other persons through our Services or on third party platforms (collectively, “**User Contributions**”).

D. All User Contributions must comply with the Content Standards set out in Section 7 of these Terms.

E. Any User Contribution you post to or through our Services will be considered non-confidential and non-proprietary. By posting or providing any User Contributions, you grant Edifii and our service providers, and each of their and our respective licensees, successors, and assigns a worldwide, irrevocable, perpetual, non-exclusive, sublicensable, transferable, royalty-free license to use, copy, adopt, modify, distribute, reference, store, cache, license, transfer, publicly display, publicly perform, transmit, stream, broadcast, make publicly available and otherwise exploit such User Contributions in any form, medium or technology now known or later developed for any purpose, including by commercial and non-commercial purposes, without compensation to you, except as otherwise provided in our Privacy Policy as it relates to your Personal Data.

F. You represent and warrant that:

- i. you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our service providers, and each of their and our respective licensees, successors, and assigns; and
- ii. all of your User Contributions do and will comply with these Terms.

G. You understand and acknowledge that you are solely responsible for any User Contributions you post, create, upload, submit, input, export, or contribute and you, not Edifii, have full responsibility for such User Contributions, including its legality, reliability, accuracy, and appropriateness and its compliance with all applicable laws and regulations.

H. We are not responsible or liable to you or any third party for the content or accuracy of any User Contributions posted by you.

I. You agree that submission of any ideas, concepts, recommendations, suggestions, criticisms, documents, and/or proposals you post or provide to Edifii through its suggestion, feedback, wiki, chat sessions, forum or similar pages, by email, calls, or through any other means, including through User Contributions (collectively, “**Feedback**”) is at your own risk and that all Feedback shall be solely and exclusively owned by Edifii, without any obligation by Edifii to compensate you, and you agree to execute any and all documents necessary to perfect Edifii’s ownership of the intellectual property rights

in such Feedback (at Edifii's expense). With respect to any Feedback, you may not use any such Feedback for any purpose absent the express written permission of Edifii, which it may withhold in its absolute discretion. You represent and warrant that you have all rights necessary to submit or provide Feedback as contemplated herein.

J. Edifii has the right to:

- i. remove or refuse to post any User Contributions for any or no reason in our sole discretion;
- ii. take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards in Section 7, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or Materials, or the public, or could create liability for Edifii;
- iii. disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- iv. take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services or Materials, including but not limited to, resulting from User Contributions; and
- v. with or without notice to you, terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms or our Content Standards.

K. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services, including but not limited to User Contributions. YOU WAIVE AND HOLD HARMLESS EDIFII AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

L. Edifii cannot review all User Contributions before they are posted on or through our Services and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

M. Certain features or functions of our Services may use artificial intelligence or generative artificial intelligence, including large language learning models and algorithms. Edifii does not disclose or share any of your Personal Data with the use of such artificial intelligence features or functions.

7. Content Standards

The content standards in this Section (“**Content Standards**”) apply to any and all Submitted Data, User Contributions and use of Interactive Services. Submitted Data, User Contributions, and your use of Interactive Services must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, Submitted Data and User Contributions and your use of Interactive Services must not:

- i. contain any material that is defamatory, obscene, vulgar, profane, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, abusive, derogatory, or otherwise objectionable;
- ii. promote sexually explicit or pornographic material, violence, bullying, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- iii. infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- iv. violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy;
- v. be likely to deceive any person;
- vi. promote any illegal activity, or advocate, promote, or assist any unlawful act;
- vii. impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- viii. involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or
- ix. give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

8. Copyright Infringement

A. Edifii does not permit copyright infringing activities on our Sites or from use our Services and may remove any content of any kind, including any Submitted Data or User Contributions, if properly informed that the content infringes upon another person's copyright rights. Edifii may also terminate the accounts of or ability to submit content, Submitted Data, or User Contributions if, under appropriate circumstances, a person submitting, posting, or uploading content, information, or data to our Sites or Services is determined to be, a repeat infringer. If you are a copyright owner or an agent thereof and believe that any Materials, User Contributions, or other information originating from or on our Sites or Services infringes upon your copyrights, you may notify us by providing the following information in writing:

- i. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;
- ii. identification of the location where the original or an authorized copy of the copyrighted work exists;
- iii. identification of the material that is claimed to be infringing and a description of the infringing activity and information reasonably sufficient to permit Edifii to locate the same;
- iv. information reasonably sufficient to permit Edifii to contact you, such as an address, telephone number, and, if available, an email address;
- v. a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed.

B. Notices of copyright infringement should be sent to edifii@edifii.me with a copy in writing to Edifii Inc., 28 Surrey St, Unit 1, Cambridge, MA 02138, Attn. President. You acknowledge that if you fail to comply with all of the requirements of this Section, your notice may not be valid.

9. Reliance on Information Posted

A. As further detailed in Sections 15 and 16, the Materials (including Output) presented on or through our Services are made available solely for general information and guidance purposes only and we do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk and we disclaim all liability and responsibility arising from any reliance placed on such information or Materials by you as a user of our Services or visitor to our Sites, or by anyone who may be informed of any of any content from our Services.

B. Our Sites and Services may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, service providers, syndicators, aggregators, and/or reporting services. All such statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Edifii, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Edifii. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

C. Our Sites may offer an automated chatbot option to provide customer or product information or technical support. You understand that the chatbot may provide information that is inaccurate or erroneous and it is not a substitute for talking to a human. Edifii does not guarantee the accuracy or reliability of the chatbot responses and it is not liable for your use of any chatbot or information provided by a chatbot.

10. Terms Specific to Mobile Applications

A. In addition to all other terms and conditions herein, if you are downloading an application provided by us for use with a mobile phone or mobile enabled tablet, you understand and agree that we have no obligation to maintain, support, upgrade or update any mobile applications that we provide. It is also possible that as you download a mobile application, you may be asked to agree to terms in addition to these Terms regarding collection of information, including location information or warranties, by third party application hosts or other third-party sources through which such applications are made available. If there is a conflict between these Terms and the terms you agree to at the time of downloading, the agreed to downloading terms will control. You understand and acknowledge that the terms of agreement with your respective mobile network provider (“**Mobile Provider**”) will continue to apply when using the downloaded mobile application. As a result, you may be charged by the Mobile Provider for access to mobile network connection services for the duration of the connection or quantity of data transmitted while accessing the mobile application and you accept responsibility for any such charges. You acknowledge that if you are downloading a mobile application through the Apple® or Google® Android app stores, neither Apple nor Google have an obligation to provide any support or maintenance services in relation to our mobile applications. If you have maintenance or support questions in relation to one of our mobile applications, please contact us at edifii@edifii.me. Additionally, your use of the Apple or Google Android app stores is subject to and governed by separate terms and conditions and policies of Apple or Google respectively, to which you are independently required to agree.

B. The following additional terms apply to mobile applications that are downloaded from the Apple App Store:

- i. With respect to mobile applications accessed through or downloaded from the Apple App Store (“App Store Sourced Application”), you will use the App Store Sourced Application only: (i) on an Apple-branded product that is owned or controlled by the user; and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. Edifii reserves all rights in and to the mobile applications not expressly granted to you under these Terms.
- ii. You acknowledge and agree that (a) these Terms are concluded between you and Edifii only, and, that Apple is not a party to these Terms other than as third-party beneficiary as contemplated below, and (b) Edifii, not Apple, is solely responsible for the App Store Sourced Application and the Edifii Services content.
- iii. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the App Store Sourced Application, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.
- iv. Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and Edifii, Edifii and not Apple, is responsible for addressing any claims you may have relating to the App Store Sourced Application, or your possession and/or use thereof, including, but not limited, to: (a) product liability claims, (b) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- v. Further, you agree that if the App Store Sourced Application, or your possession and use of the App Store Sourced Application, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.
- vi. You acknowledge and agree that Apple and Apple’s affiliates and subsidiaries are third-party beneficiaries of these Terms for App Store Sourced Applications, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms for App Store Sourced Applications against you as a third-party beneficiary thereof.
- vii. Without limiting any provisions of these Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.
- viii. You represent and warrant that (i) you are not located in a country that is subject to a United States Government embargo or that has been designated by the United States Government as a “terrorist support” country and (ii) you are not included on any United States Government list of prohibited or restricted parties.

11. Information About You and Your Visits to the Site

All information we collect on our Sites or through our Services (including Submitted Data) is subject to these Terms and our Privacy Policy. By using our Sites or Services, you consent to all actions taken by us with respect to your information (including Submitted Data) in compliance with these Terms and our Privacy Policy. Please consult our Privacy Policy for full details on the information we collect, and our responsibilities with respect to such information.

12. Linking to our Website and Social Media Features

- A. You may link to our website homepage provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.
- B. Our Services may provide certain social media features that enable you to:
- i. link from your own or certain third-party websites to certain content on our Services;
 - ii. send emails or other communications or User Contributions with certain content, or links to certain content, on Services; or
 - iii. cause limited portions of content on our Services to be displayed or appear to be displayed on your own or certain third-party websites.
- C. If provided, you may use these features solely as they are provided by us and solely with respect to the content with which they are displayed. Subject to the foregoing, you must not:
- i. establish a link from any website that is not owned by you;
 - ii. cause the Sites or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking;
 - iii. link to any part of the Sites other than the homepage; or
 - iv. otherwise take any action with respect to the Materials on our Sites that is inconsistent with any other provision of these Terms.
- D. The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms.
- E. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.
- F. We may disable all or any social media features and any links at any time without notice in our discretion.

13. Links from our Sites

If our Sites or Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in any advertisements, including banner advertisements and sponsored links. We have no control over the content of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked from our Sites or Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

14. Geographic Restrictions

The owner of the Sites and Services is Edifii, Inc., a corporation organized and existing under the laws of Delaware, USA, with offices based in Cambridge, MA, USA. Access to or use of the Sites or Services may not be legal by certain persons or in certain countries. If you access and use the Sites or Services, you do so on your own initiative and risk and are responsible for compliance with all applicable laws.

15. Disclaimer of Warranties

A. YOUR ACCESS TO AND USE OF USE OF THE SITES, SERVICES, MATERIALS (INCLUDING OUTPUT), CONTENT (INCLUDING SOFTWARE), DATA OR OTHER INFORMATION OR ANY PRODUCTS OR SERVICES OR ITEMS OBTAINED THROUGH THE

SITES OR SERVICES (COLLECTIVELY, “**EDIFII SERVICES**”) IS SOLELY AT YOUR OWN RISK AND ALL EDIFII SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER EDIFII NOR ANY PERSON ASSOCIATED WITH EDIFII MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE EDIFII SERVICES OR THE RESULTS THAT MAY BE OBTAINED BY THEIR USE. WITHOUT LIMITING THE FOREGOING, NEITHER EDIFII NOR ANYONE ASSOCIATED WITH EDIFII REPRESENTS OR WARRANTS THAT THE EDIFII SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE EDIFII SERVICES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE EDIFII SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR EDIFII SERVICES FOR ANY RECONSTRUCTION OF ANY LOST DATA. TO THE FULLEST EXTENT PROVIDED BY LAW, EDIFII WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, DEVICES, COMPUTER PROGRAMS, DATA, NETWORK, SYSTEMS, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF EDIFII SERVICES OR TO YOUR DOWNLOADING OR USE OF ANY MATERIAL ON THEM, OR ON ANY LINKED WEBSITES OR CONTENT.

B. YOU ACCEPT AND AGREE THAT THE EDIFII SERVICES AND YOUR USE OF THE EDIFII SERVICES ARE FOR REFERENCE USE ONLY. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS WITH RESPECT TO YOUR USE OF ANY EDIFII SERVICES.

C. SOME FEATURES OF THE EDIFII SERVICES MAY PROVIDE INSIGHTS INTO PERSONALITIES, ACADEMIC OR CAREER INTERESTS, AND SOCIAL OR MENTAL CIRCUMSTANCES OR MENTAL WELLNESS. EDIFII IS NOT A PROFESSIONAL ACADEMIC OR CAREER ADVISOR OR A HEALTHCARE PROVIDER, IS NOT PROVIDING ANY FORMAL ACADEMIC OR CAREER GUIDANCE OR ADVISORY SERVICES OR ANY HEALTHCARE SERVICES, AND IS NOT MAKING ANY HEALTHCARE EVALUATIONS OR DIAGNOSES OF ANY KIND (INCLUDING BUT NOT LIMITED TO PSYCHIATRIC OR PSYCHOLOGICAL EVALUATIONS OR DIAGNOSES). IF YOU OR YOUR MINOR CHILD REQUIRE ANY MEDICAL OR HEALTHCARE RELATED EVALUATION, DIAGNOSIS OR TREATMENT (INCLUDING BUT NOT LIMITED TO PSYCHIATRIC OR PSYCHOLOGICAL EVALUATIONS, DIAGNOSES OR TREATMENT), PLEASE CONSULT A PROFESSIONAL HEALTHCARE PROVIDER.

D. EDIFII HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

E. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the disclaimers, exclusions, or limitations in these Terms may not apply to you, and you might have additional rights.

16. Limitation on Liability

A. IN NO EVENT WILL EDIFII BE LIABLE TO ANY PARTY FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF EDIFII SITES, SERVICES OR MATERIALS (INCLUDING OUTPUT), INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT, BUSINESS INTERRUPTIONS, LOSS OF DATA OR DAMAGES RESULTING FROM USE OF OR RELIANCE ON INFORMATION, EVEN IF EDIFII IS EXPRESSLY ADVISED ABOUT THE POSSIBILITY OF SUCH DAMAGES.

B. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EDIFII AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID TO EDIFII FOR THE APPLICABLE EDIFII SERVICES IN THE LAST SIX (6) MONTHS FROM THE DATE ON WHICH LIABILITY AROSE, OR \$50.00, WHICHEVER IS GREATER.

C. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH OUR SITES OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN OR THEREIN.

D. FROM TIME TO TIME, EDIFII MAY OFFER NEW “BETA” FEATURES, FUNCTIONS, PRODUCTS OR SERVICES WITH WHICH ITS USERS MAY EXPERIMENT AND THESE ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES ONLY AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT EDIFII’S SOLE DISCRETION.

17. Indemnification

You agree to indemnify and hold Edifii, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns (collectively, the “**EDIFII Parties**”) harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (i) Submitted Data, User Contributions, and your use of Interactive Services, including but not limited to any inaccuracies therein; (ii) your use of our Sites, Services or Materials other than as authorized by us; (iii) your violation of these Terms or the terms of use of any third party provider in connection with your use of our Sites or Services; (iv) your violation of any rights of another party (including intellectual property rights and/or copyright infringement); (v) your violation of any applicable laws, rules or regulations; or (vi) your breach or violation of any agreement with Edifii to which you are bound. Edifii reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Edifii in asserting any available defenses. This provision does not require you to indemnify any of the Edifii Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Sites or Services. You agree that the provisions in this section will survive any termination of your relationship with Edifii or your use of the Sites or Services.

18. Governing Law

All matters relating to the Sites, Services, and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware, USA without giving effect to

any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

19. Dispute Resolution. *Please read the following arbitration agreement (“Arbitration Agreement”) in this section carefully. It requires you to arbitrate disputes with Edifii and limits the manner in which you can seek relief from us.*

A. **Applicability of Arbitration Agreement.** You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Sites or Services or these Terms, will be resolved by binding arbitration, rather than in court, except that you may assert claims or seek relief in small claims court if your claims qualify.

B. **Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent in Delaware. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Edifii will pay them for you. You may choose to have the arbitration conducted by telephone, based on written submissions, or in the City of Boston, Massachusetts, USA. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

C. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Edifii. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and these Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

D. **Waiver of Jury Trial.** YOU AND EDIFII HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Edifii are instead electing that all disputes, claims, or requests for relief relating in any way to your access or use of the Sites or Services shall be resolved by arbitration under this Arbitration Agreement, except as specified above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

E. **Waiver of Class or Other Non-Individualized Relief.** ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST

BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the City of Boston, Massachusetts, USA. All other disputes, claims, or requests for relief shall be arbitrated.

F. **Severability**. Except as provided herein, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

G. **Survival of Agreement**. This Arbitration Agreement will survive the termination of your relationship with Edifii or your use of our Sites or Services.

H. **Modification**. Notwithstanding any provision in these Terms to the contrary, we agree that if Edifii makes any future material change to this Arbitration Agreement, you may reject that change within ninety (90) days of such change becoming published on our website by writing to edifii@edifii.me with a copy by mail or courier delivery to Edifii at our address set forth in Section 23 below.

20. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITES OR SERVICES MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED, UNLESS PROHIBITED BY LAW.

21. Waiver and Severability

A. No waiver by Edifii of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Edifii to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

B. If any provision of these Terms is held by an arbitrator, court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

22. Entire Agreement

Except as otherwise stated herein, these Terms and our Privacy Policy constitute the sole and entire agreement between you and Edifii regarding the Sites and Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Sites and Services.

23. Your Comments and Concerns

A. This website is operated by Edifii, Inc. Any legal notices should be sent in writing by mail or courier delivery to Edifii, Inc., 28 Surrey St, Unit 1, Cambridge, MA 02138 Attn: President.

B. All other feedback, comments, requests for technical support, and other communications relating to the Sites or Services should be directed to edifii@edifii.me.

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