

Sandbox Scholar® Terms of Service

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Welcome, and thank you for your interest in SANDBOX SCHOLAR® LLC, a Delaware limited liability company (“**Sandbox Scholar**” or “**We**” or “**Us**”), which operates the website located at <http://www.sandboxscholar.com> and related application programming interfaces (API’s), mobile applications and online services (collectively, the “**Service**”). The following Terms of Service are a legal contract between you (“**You**”) and Sandbox Scholar regarding your use of the Service. Visitors and users of the Service are referred to individually as “**User**” and collectively as “**Users**”.

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE SANDBOX SCHOLAR PRIVACY NOTICE AND ANY ADDITIONAL GUIDELINES (AS DEFINED BELOW) (COLLECTIVELY, THE “**TERMS**”).

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE CONSENT FOR YOUR CHILD TO REGISTER WITH THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE IN RESPECT OF SUCH CHILD’S USE OF THE SERVICE.

Table of Contents:

1. Eligibility; Accounts.
2. Privacy Notice.
3. Modification of the Terms.
4. User Content License Grant; Representations and Warranties.
5. Digital Millennium Copyright Act.
6. Proprietary Materials.
7. Prohibited Conduct.
8. Third-Party Sites, Products and Services; Links.
9. Termination.
10. Indemnification.
11. Disclaimers; No Warranties.
12. Limitation of Liability and Damages.
13. Miscellaneous (including Dispute Resolution and Arbitration).

1. **Eligibility; Accounts.** THE SERVICE IS NOT AVAILABLE TO (A) ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY SANDBOX SCHOLAR OR (B) ANY PERSONS UNDER THE AGE OF 13 WHOSE REGISTRATION HAS NOT BEEN APPROVED BY A LEGAL PARENT OR GUARDIAN. By clicking the “I Agree” button or by otherwise using or registering an account for the Service, You represent (a) that You have not been previously suspended or removed from the Service by Sandbox Scholar; (b) that You are either (i) at least 13 years of age or (ii) Your parent and/or guardian has consented to Your use of the Service; and (c) that your registration and your use of the Service is in compliance with any and all applicable laws and regulations.

1.1 Account. In order to use certain features of the Service, you may be requested to register for an account. You may be asked to provide a password in connection with your account. You are solely responsible for maintaining the confidentiality of your account and password, and You agree to accept

responsibility for all activities that occur under your account or password. You agree that the information You provide to Sandbox Scholar, whether at registration or at any other time, 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 or password), then You agree to immediately notify Sandbox Scholar at scout@sandboxscholar.com. You may be liable for the losses incurred by Sandbox Scholar or others due to any unauthorized use of your Service account.

1.2 **Service.** These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. “Content” includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service. Sandbox Scholar may permit You to register for the Service through, or otherwise associate your Sandbox Scholar account with, certain third party social networking or integrated services, such as Facebook and Google (“**Integrated Service**”). By registering for the Service using (or otherwise granting access to) an Integrated Service, you agree that Sandbox Scholar may access your Integrated Service’s account information, and you agree to any and all terms and conditions of the Integrated Service regarding your use of the Service via the Integrated Service. You agree that any Integrated Service is a Reference Site (as defined below) and you are solely responsible for your interactions with the Integrated Service as a result of accessing the Service through the Integrated Service. Sandbox Scholar has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party Services. In addition, Sandbox Scholar will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve Sandbox Scholar from any and all liability arising from your use of any third-party Service. You are advised to read the Privacy Policy and terms and conditions of any Integrated Service that you use to understand their practices.

1.3 **Child User.** If You are a User of the Service and are under the age of 13 (“**Child User**”), You may not register an account for the Service without consent and approval from your legal parent or guardian. A Child User that begins the registration process for himself or herself without a Parent User may have the registration process restricted until a Parent User approves or assumes responsibility for the Child User account.

1.4 **Parent User.** If You are at least 18 years of age and you are the legal parent or guardian of a child that seeks to register as a Child User of the Service, You may register a parent account on the Service (“**Parent User**”). As a Parent User, you may create, register, manage and approve Child User accounts only for your own child(ren) or child(ren) for whom you are a legal guardian. IF YOU REGISTER, APPROVE THE REGISTRATION OF, OR OTHERWISE ASSUME RESPONSIBILITY FOR ANY CHILD USER, YOU REPRESENT AND WARRANT THAT YOU ARE SUCH CHILD USER’S LEGAL PARENT OR GUARDIAN AND YOU AGREE TO BE BOUND BY THE TERMS ON BEHALF OF SUCH CHILD USER, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE SERVICE BY THE CHILD USER. You acknowledge that Sandbox Scholar may choose, but is not obligated, to make any inquiries, either directly or through third parties, that Sandbox Scholar deems necessary to validate Your registration information, including without limitation engaging third parties to provide verification services. Sandbox Scholar reserves all rights to take legal actions against anyone who misrepresents personal information or is otherwise untruthful about their identity. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT SANDBOX SCHOLAR CANNOT GUARANTEE THE ACCURACY OF ANY INFORMATION SUBMITTED BY ANY USER AND SANDBOX SCHOLAR IS NOT OBLIGATED TO VERIFY THE IDENTITY OF ANY USER, INCLUDING ANY USER’S CLAIM TO BE A PARENT USER, OR TO VERIFY THAT A PARENT IDENTIFIED BY A CHILD USER OR OTHER THIRD PARTY DURING REGISTRATION IS SUCH CHILD USER’S ACTUAL PARENT OR GUARDIAN. A Parent User account, along with all associated Child User accounts, may be terminated by Sandbox Scholar at any time and without warning for any failure to abide by these Terms.

1.5 Account Fees.

- a. For certain types of Accounts, we may charge a fee, such as an Account fee or subscription fee. For existing subscribers, we may change your fee at any time in our sole discretion at the end of your subscription period, provided that we first notify you by email. All fees are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable. We may offer promotional trial subscriptions to access the Services for free or at special discounted prices. If you sign up for a trial subscription, your rights to use the Services are limited by the terms of such trial and will terminate or renew according to the terms of your trial arrangement and/or any applicable Additional Terms. Please note that we do not provide price protection or refunds for existing subscribers in the event of a price drop or promotional offering for new subscribers.
- b. You must either use a credit card or other payment mechanism accepted by us (e.g., PayPal, Apple's iTunes App Store) ("**Pay Mechanism**") to activate and maintain a paid Account. You authorize us to charge you through the Pay Mechanism that you use when registering for an Account. You will also be responsible for charges for any products or services that you order that are offered for sale through the Services. If we do not receive payment from the Pay Mechanism you use, you agree to pay all amounts due hereunder upon our demand and will be solely responsible for any dispute with your payment provider. Should the Pay Mechanism provided initially be declined for insufficient funds or any other reason, we reserve the right to attempt to recharge the Pay Mechanism in full or in lesser installments of the initially incurred charge for the duration of the Account subscription you selected and for up to an additional ninety days. You will not be charged more than the amount for which you purchased your Account subscription. You will be solely responsible for all overdraft fees and/or penalties that may be assessed by your payment provider. We use a third-party service provider to process payments on our behalf. You acknowledge and agree that in the event the third-party payment processor experiences a data breach that affects your information through no fault of Sandbox Scholar, Sandbox Scholar will in no way be responsible or liable to you for any such breach.
- c. By activating an Account, you agree that we may renew your subscription automatically for the same subscription term on the day after your previous subscription ends, and you authorize us to charge you for the subscription term, unless you cancel your Account prior to its renewal date through the procedures described in the following paragraph. We will charge your credit card (or the other method of payment initially used by you) each year, month, or other applicable period (depending on the term that you selected) for the then-current applicable price.
- d. To cancel your subscription and avoid future billing, you may cancel your Account prior to its renewal date by contacting our Customer Support team. If you do so, please know that we endeavor to have customer requests handled within 24 hours; however, we cannot guarantee that your cancellation will be registered within that time period. For all Accounts, you will continue to have access to your Account for the period of time that has already been prepaid. If you activated a paid Account at a discounted or promotional rate, chose to pay in installments, and then canceled that Account prior to all of the installments having been paid, the period of time after cancellation that your Account will continue to be accessible will be calculated based on the non-promotional/non-discounted rate in effect at the time of cancellation. After you cancel your Account, we will not charge you any subscription fees after the expiration of your then-current subscription. Please note we do not provide full or partial refunds for prepaid sums. In any event, you will be able to continue to use the Services throughout the remainder of the subscription period for which you have already paid.

2. Privacy Notice. Your privacy is important to Sandbox Scholar. Please read the Sandbox Scholar Privacy Notice, hereby incorporated into the Terms, carefully for information relating to Sandbox Scholar's collection, use, and disclosure of Your personal information.

3. **Modification of the Terms.** Sandbox Scholar reserves the right, at our discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms periodically for changes. Your continued use of the Service after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, Sandbox Scholar will make reasonable effort to provide notice to you of such amended Terms, such as by posting a notice on the Service, and such amended terms will be effective against You on the earlier of (i) your actual notice of such changes and (ii) 24 hours after Sandbox Scholar makes reasonable attempt to provide you such notice. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

4. **User Content License Grant; Representations and Warranties.**

4.1 User Content. Sandbox Scholar may permit (a) the posting and/or publishing by You and other Users of notes, questions, comments, ratings, reviews, images, videos and other audio-visual materials and communications (collectively, “**User Postings**”) and (b) the posting, creation, or modification by You and other users of computer code (including source code and object code) (“**User Code**”) (User Postings and User Code, collectively, “**User Content**”). You understand that whether or not such User Content is published, Sandbox Scholar does not guarantee any confidentiality with respect to any submissions.

4.2 License Grant to Sandbox Scholar. By posting, submitting or distributing User Content on or through the Service, You hereby grant to Sandbox Scholar a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, distribute, prepare derivative works of, use, make, have made, sell, offer for sale, import, and otherwise exploit your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed).

4.3 License Grant to Users. By posting, submitting or distributing User Postings through the Service, You hereby grant to each User of the Service a non-exclusive license to access and use your User Postings in any manner permitted or made available by Sandbox Scholar on or through the Service.

4.4 User Content Representations and Warranties. You are solely responsible for your User Content and the consequences of posting, creating, or publishing them. You 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 Sandbox Scholar and Sandbox Scholar’s Users to use and distribute your User Content as necessary to exercise the licenses granted by You in these Terms and in the manner contemplated by Sandbox Scholar and these Terms; (2) your User Content does 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; and (3) your User Content does not contain any viruses, adware, spyware, worms, or other malicious code.

4.5 Access to Your User Content. Sandbox Scholar may permit Users to share their User Content with a select group of other Users, or make their User Content public for all (even non-Service users) to view. You acknowledge and agree that, although Sandbox Scholar may provide certain features intended to allow you to restrict some User Content you create from others, Sandbox Scholar does not guarantee that such User Content will never be accessible by others. In the event of unauthorized access, Sandbox Scholar will use reasonable efforts to notify you pursuant to Section 13.1 below. **SANDBOX SCHOLAR HEREBY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY UNAUTHORIZED ACCESS TO ANY RESTRICTED USER CONTENT.**

4.6 User Content Disclaimer. You understand that when using the Service You may be exposed to User Content from a variety of sources, and that Sandbox Scholar is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that You may be exposed to User Content that is 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 Sandbox Scholar with respect thereto. Sandbox Scholar does not endorse any User Content or any opinion, recommendation or advice expressed therein, and Sandbox Scholar expressly disclaims any and all liability in connection with User Content.

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

6. Proprietary Materials. The Service is owned and operated by Sandbox Scholar. The Content on the Service, and the trademarks, service marks and logos ("Marks") on the Service, are owned by or licensed to Sandbox Scholar, subject to copyright and other intellectual property rights under the law. Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms of Service. You shall not download any Content unless you see a "download" or similar link displayed by Sandbox Scholar on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of Sandbox Scholar or the respective licensors of the Content. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, and all other elements of the Service (the "Service Materials") are protected by United States and international copyright, patent, and trademark laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. Except for any User Content provided and owned by Users and except as otherwise set forth in this Section 7, all Service Materials, and all trademarks, service marks, and trade names, contained on or available through the Service are owned by or licensed to Sandbox Scholar, and Sandbox Scholar reserves all rights therein and thereto not expressly granted by these Terms. When linking to our Services, you must adhere to the following requirements: (i) the link to the Services must not damage, disparage, present false information about or tarnish the goodwill associated with any of our Trademarks, products, services and/or intellectual property; (ii) the link to the Services must not create the false appearance that your websites and/or organization is sponsored by, endorsed by, affiliated with, or associated with us; (iii) no one may "frame" the Services or create a browser environment around any of the Content; and (iv) you may not link to the Services from a website that is unlawful, abusive, indecent, or obscene; that promotes violence or illegal acts; that contains expressions of racism; that is libelous, defamatory, scandalous, or inflammatory; or that we otherwise deem inappropriate in our sole discretion. We reserve the right to prohibit linking to the Services for any reason, in our sole and absolute discretion, even if the linking complies with the requirements described above

7. Prohibited Conduct. YOU AGREE NOT TO: use the Service for any commercial use or purpose unless expressly permitted by Sandbox Scholar in writing, it being understood that the Service and related services are intended for personal, non-commercial use only; rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses for any Service Materials; post, upload, or distribute any defamatory, libelous, or inaccurate User Content or other content; post, upload, or distribute any User Content 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; impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Service accounts of others without permission, or perform any other fraudulent activity; delete the copyright or other proprietary rights notices on the Service or User Content; assert, or authorize, assist, or encourage any third party to assert, against Sandbox Scholar or any of its affiliates or licensors any patent

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8. Third-Party Sites; Products and Services; Links. The Service may include links or references to other web sites or services solely as a convenience to Users (“**Reference Sites**”). Sandbox Scholar does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. 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.

9. Termination.

9.1 Termination by Sandbox Scholar. Sandbox Scholar, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with Sandbox Scholar or your use of the Service and remove and discard all or any part of your account, User profile, and User Content, at any time. Sandbox Scholar may also in its sole discretion and at any time discontinue providing access to the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service or any account You may have, or portion thereof, may be affected without prior notice, and You agree that Sandbox Scholar 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 Sandbox Scholar may have at law or in equity. As discussed herein, Sandbox Scholar does not permit copyright, trademarks, or other intellectual property infringing activities on the Service, and will terminate access to the Service, and remove all User Content or other content submitted, by any Users who are found to be repeat infringers.

9.2 Termination by You. Your only remedy with respect to any dissatisfaction with (i) the Service, (ii) any term of these Terms of Service, (iii) Guidelines, (iv) any policy or practice of Sandbox Scholar in operating the Service, or (v) any content or information transmitted through the Service, is to terminate the Terms and your account. You may terminate the Terms at any time by deleting your login account with the Service and discontinuing use of any and all parts of the Service.

10. Indemnification. You agree to indemnify, defend, and hold harmless Sandbox Scholar, its affiliated companies, officers, contractors, employees, agents and its third-party suppliers, licensors, and partners (“**Sandbox Scholar Indemnitees**”) from any claims, losses, damages, liabilities, and expenses (including legal fees and expenses), arising out of any use or misuse of the Service, any violation of the Terms, or any breach of the representations, warranties, and covenants made herein, whether by You or by any Child User associated with you if you are a Parent User. Sandbox Scholar reserves the right, at your expense, to assume the exclusive

defense and control of any matter for which You are required to indemnify Sandbox Scholar, and You agree to cooperate with Sandbox Scholar's defense of these claims. Sandbox Scholar will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

11. Disclaimers; No Warranties

11.1 No Warranties. THE SERVICE, AND ALL DATA, INFORMATION, SOFTWARE, SERVICE MATERIALS, CONTENT, USER CONTENT, REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SANDBOX SCHOLAR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, CONTRACTORS, AND LICENSORS ("SANDBOX SCHOLAR ASSOCIATES"), DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SANDBOX SCHOLAR OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. SANDBOX SCHOLAR, AND ITS SANDBOX SCHOLAR ASSOCIATES, DO NOT WARRANT THAT THE SERVICE OR ANY DATA, USER CONTENT, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE SERVICE WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. SANDBOX SCHOLAR AND SANDBOX SCHOLAR ASSOCIATES MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

11.2 Harm to Your Computer. YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF CONTENT, SERVICE MATERIALS, SOFTWARE, OR DATA THROUGH THE SERVICE (INCLUDING THROUGH ANY API'S) IS 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 THEREFROM.

11.3 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.

12. Limitation of Liability and Damages.

12.1 Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL SANDBOX SCHOLAR OR SANDBOX SCHOLAR ASSOCIATES 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 PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF (OR INABILITY TO USE) THE SERVICE OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH SANDBOX SCHOLAR, EVEN IF SANDBOX SCHOLAR OR A SANDBOX SCHOLAR 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, SANDBOX SCHOLAR'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

12.2 Limitation of Damages. IN NO EVENT WILL SANDBOX SCHOLAR'S OR SANDBOX SCHOLAR ASSOCIATES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF THE SERVICE OR YOUR INTERACTION WITH OTHER SERVICE USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

12.3 Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT SANDBOX SCHOLAR HAS OFFERED THE SERVICE AND ENTERED INTO THE TERMS IN RELIANCE UPON THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND SANDBOX SCHOLAR, AND THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND SANDBOX SCHOLAR. SANDBOX SCHOLAR WOULD NOT BE ABLE TO PROVIDE THE SERVICE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

13. Miscellaneous.

13.1 Notice. Sandbox Scholar may provide You with notices, including those regarding changes to the Terms, by email, postings on the Service, or other reasonable means. Notice will be deemed given twenty-four hours after posting on the Service or email is sent.

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

13.3 Dispute Resolution and Arbitration.

(a) **Governing Law.** The Terms will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any principles of conflicts of law.

(b) **Arbitration.** Any controversy or claim arising out of or relating to the Terms or the Service, or breach thereof, shall be resolved through binding non-appearance-based arbitration. Arbitration shall be initiated 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: (i) the arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) **Jurisdiction.** Except as provided in Section (b) regarding arbitration, you agree that any action at law or in equity arising out of or relating to the Terms or Sandbox Scholar will be filed only in the state or federal courts in and for Cook County, Illinois, and each of You and Sandbox Scholar hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action. Notwithstanding this, Sandbox Scholar shall still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.

(d) **Improperly Filed Claims.** All claims you bring against Sandbox Scholar must be resolved in accordance with this Section 13.3. All claims filed or brought contrary to this Section 13.3 shall be considered improperly filed.

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

(f) **Enforcement.** In the event that you violate the Terms, in addition to any other remedy available to us, you shall pay to us all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the use as a result of such violation of the Terms.

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

13.5 **Assignment.** The Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by You without Sandbox Scholar's prior written consent, but may be assigned by Sandbox Scholar without consent or any restriction. Any assignment attempted to be made in violation of the Terms shall be null and void.

13.6 **Survival.** Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration.

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

13.8 **Entire Agreement.** The Terms, the Privacy Notice and Guidelines constitute the entire agreement between You and Sandbox Scholar relating to the subject matter herein and will not be modified except in writing or by a change to the Terms, Privacy Notice, or Guidelines made by Sandbox Scholar as set forth in Section 4 above.

13.9 **Disclosures.** The Service is hosted in the United States, and the services provided hereunder are offered by Sandbox Scholar: Sandbox Scholar, LLC. 27 N. Wacker Drive, Suite 271, Chicago, Illinois 60606.