

TERMS OF SERVICE

FOR CLAP INTO KINDERGARTEN

These Terms of Service (this "**Agreement**") are a binding contract between you ("**Customer**") and Clap Into Kindergarten, LLC ("**Provider**," "**we**," or "**us**"). This Agreement governs your access to and use any services we provide to you, in-person or virtually ("**Services**").

THIS AGREEMENT TAKES EFFECT BY ACCESSING OR USING THE SERVICES (THE "**EFFECTIVE DATE**"). BY ACCESSING OR USING THE SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

Definitions.

- (a) "**Provider IP**" means the Services, and all intellectual property rights therein.
- (b) "**Refund Policy**" is Provider's policy regarding refunds (if any) that may be applicable to a particular type of Service, as set forth in your registration form.
- (c) "**Third-Party Products**" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services.

2. Access and Use.

- (a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all of the terms and conditions of this Agreement, Provider hereby grants Customer a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Services during the Term solely for Customer's personal purposes.
- (b) Use Restrictions. Customer shall not use the Services, any software component of the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Services, any software component of the Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services; or (v) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.
- (c) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under

this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

3. Customer Responsibilities.

(a) Acceptable Use. The Services may not be used for unlawful, fraudulent, offensive, or obscene activity. Customer will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all of Provider's guidelines and standards.

(b) Refund Policy. Customer shall comply with the applicable Refund Policy.

(c) Third-Party Products. The Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to Customer for acceptance within the Services by website link or otherwise. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install, access, or use such Third-Party Products.

4. Fees and Payment. For paid Services, Customer shall pay Provider the fees as described in the registration form ("**Fees**") in accordance with the corresponding payment terms. Customer shall make all payments hereunder in US dollars on or before the due date. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for five (5) days or more, Provider may suspend Customer's access to any portion or all of the Services until such amounts are paid in full. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

5. Privacy Policy. Provider complies with its privacy policy ("**Privacy Policy**") in providing the Services. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Services, Customer acknowledge that Customer have reviewed and accepted Provider's Privacy Policy, and Customer consent to all actions taken by us with respect to Customer's information in compliance with the then-current version of Provider's Privacy Policy.

6. Intellectual Property Ownership; Feedback. As between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Services. If Customer or any of Customer's employees, contractors, or agents sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between Customer and Provider governing such Feedback. All Feedback is and will be treated as non-confidential. Customer hereby assign to Provider on Customer's behalf, and shall cause Customer's employees, contractors, and agents to assign, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to Customer or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

7. Limited Warranty and Warranty Disclaimer.

(a) Provider warrants that it provides Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

8. Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees arising from or relating to any third-party claim, suit, action, or proceeding based on Customer's negligence or willful misconduct or use of the Services in a manner not authorized by this Agreement; provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

9. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and continues until the Services have ended or this Agreement is terminated, whichever is sooner.

(b) Termination. In addition to any other express termination right set forth in this Agreement, either party may terminate this Agreement for any reason upon five (5) days' advance notice.

(c) Effect of Termination. Upon termination of this Agreement, Customer shall immediately discontinue use of the Services and any Provider IP. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Survival. Any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

11. Governing Law and Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of North Carolina. Except as otherwise set forth herein, any legal suit, action, or proceeding arising out of or related to this agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina in each case located in the County of Wake, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

12. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to Provider must be sent to the address above and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by Provider. Notwithstanding the foregoing, Customer hereby consents to receiving electronic communications from Provider. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services. Customer agrees that any notices, agreements, disclosures, or other communications that Provider sends to Customer electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by Provider with respect to a breach of this Agreement by Customer or others does not constitute a waiver and will not limit Provider's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Customer and may not be assigned or transferred for any reason whatsoever without Provider's prior written consent and any action or conduct in violation of the foregoing will be void and without effect. Provider expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.