

TERMS OF USE

These Terms of Use (“Terms”) govern your use of the Hamline Tutor Project website (“Site”) at www.hamline.edu; <https://hamlinestemstart.com/> any mobile device application or any other means provided or authorized by Hamline STEM Start (“Hamline”). Please read these Terms before using or continuing to use the Site or Services (defined herein). Do not agree to the Terms unless you both fully understand and accept each provision. By using or continuing to use the Site or Services, you represent and warrant that you understand, agree to, and accept all terms and conditions contained in these Terms.

1. General Terms

Hamline provides this Site to Users seeking online tutoring services (“Students”) from Hamline student tutors and faculty (“Tutors”). The term “you” or “You” or “User” or “Users” shall refer to Students, or any person or entity who views, uses, accesses, or browses any content on, and/or creates, uploads, posts, sends, receives or stores content to the Site or uses the Services. These Terms are entered into by and between Hamline and you, and you accept them by: (a) accessing or viewing the content of the Site; (b) contracting for tutoring lessons through the Site; (c) registering as a Student through the Site; (d) using the Site in any other manner; and/or (e) acknowledging agreement with these Terms. If you do not agree to these Terms, do not use the Site.

To the extent that anything in or associated with the Site or Services is in conflict or inconsistent with these Terms, the Terms shall control. Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement. If any provision of the Terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

2. Privacy Policy

Please refer to the Hamline Privacy Policy for information on how Hamline collects, uses and discloses information about you.

<https://www.hamline.edu/taxonomy/term/1886?page=16>

A note about Student Data: In providing tutoring services Hamline may collect or have access to Student Data (defined below), which may be provided by the student. We consider such Student Data to be strictly confidential and in general do not use such data for any purpose other than

improving and providing tutoring services. Our collection, use and sharing of Student Data is governed by this Agreement and any applicable laws and regulations including, in the U.S., provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and applicable state laws. Tutors who provide services are expressly bound by these Terms of Use and the Student Data privacy provisions contained herein, and are required to maintain the confidentiality of Student Data. If you make your Student Data available to others while in a group tutoring session, Hamline is not responsible for the collection, use and sharing of that data by others.

3. Consent to Video Recordings

You understand, consent, and agree that Hamline may record tutoring sessions. If you do not want to be recorded, you should inform your Tutor prior to the recording of the Session. The recording shall be Hamline's content and become a Hamline record which will be stored and retained by Hamline and may be subject to disclosure upon request. The recording will not otherwise be shared with anyone other than Hamline and will be used for the purposes of monitoring and improving the Services. A copy or access to the content may also be provided to you and the other Users in your tutoring session. You are granted permission to use this content for personal non-commercial purposes only, and in compliance with the Terms. You understand, consent and agree that the content may be provided to the other Users who participated in the particular tutoring session. Although all Users are obligated to comply with the Terms concerning the use of content, you acknowledge and understand that other Users may violate such Terms. You agree to not copy, post or publish this content in any medium.

4. Services

Hamline Tutors will provide tutoring services ("Service" or "Services") virtually through the Site.

ONLY STUDENTS WHO ARE THIRTEEN (13) YEARS OF AGE OR OLDER MAY USE THE SITE AND USE THE SERVICES. IF THE STUDENT IS YOUNGER THAN EIGHTEEN (18) YEARS OLD, ALL TUTORING SESSIONS SHOULD BE SUPERVISED BY A RESPONSIBLE ADULT.

To use the Site, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees or other costs associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device. You may also need to use software such as Zoom Meetings in order to participate in video meetings. You accept all risks in using such software. If you are under eighteen (18) years of age, you may use the Site and Services only with the involvement and consent of a parent, or legal guardian.

5. Your Obligations and Conduct

All Users must: (a) be of legal age and have capacity to agree to these Terms on their own behalf or on behalf of a minor who is at least thirteen (13) years old; (b) reside within the United States, (c) provide accurate, current, and complete information about themselves as required during Site registration ("Registration Data"); [(d) maintain the security of any password and identification

information used to access the Site;] (e) maintain and promptly update the Registration Data and any information you provide to Hamline, keep it accurate, current and complete; (f) accept all risks of unauthorized access to information and Registration Data; and (g) accepts the risk of participating in a group tutoring session.

To access certain features of this site you may have a username and password. You are responsible for maintaining the confidentiality of the password and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Hamline of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Hamline cannot and will not be liable for any unauthorized access to your account or data that arises from your acts or omissions.

Users must use the Site and participate in the Services in a manner that is lawful, relevant and proper to the applicable forum. Any use of the Site or Services that Hamline, in its sole discretion, finds inappropriate and/or offensive may result in suspension and/or termination of a User with or without notice. Specifically, but without limitation, Users may not:

- Defame, abuse, harass in any form, harm, stalk, threaten or otherwise violate the legal rights (including without limitation rights of privacy and publicity) of others;
- Create, upload, post, send, receive or store any false, misleading, profane, defamatory, infringing, hateful, distasteful, obscene or unlawful topic, name, information, materials or content;
- Use the Site or Services for any purpose that is in violation of local, state, national, or international law;
- Create an account or accounts on the Site for fraudulent purposes, or for the purpose of misusing the Site, including without limitation misappropriating the Site or any information on the Site for your own commercial or pecuniary gain.
- Upload files that contain software or other content that violates the rights of any third party, including without limitation intellectual property rights or rights of privacy or publicity;
- Upload files that contain viruses, Trojan horses, worms, time bombs, spiders, cancel bots, corrupted files, or any other similar software, malware or content that may damage, interfere with, disrupt, impair, disable or otherwise overburden the operation of any device, computer system or network;
- Take any action that would undermine any aspect of the Site or Services;
- Attempt to gain unauthorized access to the Site, other User accounts, or other device, computer system or networks connected to the Site;
- Advertise or offer to sell any goods or services for any commercial purpose on the Site that are not appropriate or relevant to the Site;
- Impersonate another person or allow any other person or entity to impersonate you or use your credentials to access the Site or Services;
- Post the same content repeatedly or spam - spamming is strictly prohibited;
- Download, copy or transmit any file posted by another User that you know, or reasonably should know, cannot be legally published through the Site;
- Access, download, or copy any information, content and/or materials from the Site through artificial means (including without limitation spiders, scrapers, hacking devices, computer programs, bots, web spoofing, URL rewriting or other such means);

- Reproduce, duplicate, copy, sell, re-sell or exploit any information, materials or content on the Site; or
- Restrict or inhibit any other User from using and enjoying the Site or Services.

Hamline reserves all of its rights under the Communications Decency Act, including without limitation its right to remove anything objectionable to Hamline in its sole discretion. Alleged improprieties by any User may be reported to Hamline by email at info@hamlinestemstart.com.

6. Student Data

Hamline may collect or have access to Student Data that is provided by a student. "Student Data" is personal information that is directly related to an identifiable student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

The student, and not Hamline, owns and controls the Student Data. You authorize Hamline to access, collect, transmit, modify, display and store Student Data to provide the Service and as described in this Agreement and in our Privacy Policy.

Compliance with Laws. In the U.S., Hamline may collect and process Student Data as a School Official with a legitimate educational interest pursuant to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g). We agree to uphold our obligations under FERPA, COPPA, the Protection of Pupil Rights Amendment ("PPRA"), applicable State laws relating to student data privacy, and with all other laws and regulations governing the protection of Student Data.

Use of Student Data. By submitting, providing us access to, or causing us to receive Student Data, you agree that Hamline may use the Student Data for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the User's consent.

Use of De-Identified or Anonymized Student Data. You agree that both before and after the term of the Agreement, Hamline may collect, analyze, use, and retain data derived from Student Data as well as data about users' access and use of the Service, for the purpose of operating, analyzing, improving or marketing the Service, developing new services, conducting research or other purposes, provided that Hamline may not share or publicly disclose information that is derived from Student Data unless such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

Use of Personal Information. You agree that Hamline may provide you with content, advertising and commercial messaging regarding Hamline University.

Disclosure of Student Data and Third-Party Service Providers. You acknowledge and agree that Hamline may provide access to Student Data to our employees and service providers which have a legitimate need to access such information to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data. Hamline

shall not share Student Data with third parties other than as described in this Agreement and in the Hamline Privacy Policy, or with consent of the a student's parent.

Student Data Access and Deletion Requests. You may request that we delete Student Data in our possession at any time by providing such a request in writing, and we shall comply with such request within thirty (30) days, except that Hamline shall not be required to delete Student Data that has been moved to a personal account on the Service or as otherwise prohibited by law. Hamline is not required to delete data that has been derived from Student Data if such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

Data Security and Breach Notification. We have implemented administrative, physical and technical safeguards designed to secure the personal information in Hamline's possession and control from unauthorized access, disclosure and use. If an unauthorized party gains access to or has been disclosed Student Data (a "Security Event"), that we have collected or received through the Service under this Agreement, we will promptly notify the User.

7. User Content

You are solely responsible for any content that you create, transmit or display while using the Site.

Hamline may now or in the future allow Users to submit, post, display, provide, or otherwise make available content such as text, images, videos, files, documents, comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Site is referred to as "**User Content**").

We claim no ownership rights over User Content created by you. The User Content you create remains yours.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Site, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Hamline a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with Hamline's (and its successors' and affiliates') Services, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Site a non-exclusive license to access your User Content through the Site, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Site and under this Agreement.

You must have the legal right to the User Content you submit to the Site. You may not upload or post any User Content to the Site that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload User Content that violates any third party's right of privacy or right of publicity. You may post only User Content that you have permission to post from the owner or by law.

Users shall not create, upload, post, send, receive or store User Content that: (a) is inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, inconsistent with the Hamline mission or otherwise objectionable to Hamline or other Users; (b) includes unauthorized disclosure of personal information; (c) violates or infringes anyone's intellectual property rights; or (d) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. Hamline reserves the right to edit or remove User Content that violates these Terms, that contains third-party commercial advertisements, or for any other reason it deems necessary.

8. Terms of transacting business

Users must abide by Hamline's student payment policies. Users must pay all costs associated with the services through Hamline. These costs include but are not limited to: (a) Hamline's Tutor hourly rate as listed, if applicable; and (b) cancellation fees as described in Hamline's cancellation policy, if applicable.

9. Content provided via links

You may find links to other websites or resources on the Site. You acknowledge and agree that Hamline is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. Hamline will not be responsible or liable, directly or indirectly, for any actual or alleged damage or loss caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

10. Intellectual property rights

Hamline grants you permission (which may be revoked at any time for any reason or no reason) to use the Site for the purposes provided herein and in accordance with these Terms and solely for your own personal, non-commercial use (except as provided herein), provided you do not remove any trademark, copyright or other notice. No other use is permitted. You may not, for example, incorporate the information, content, or other material in any database, compilation, archive or cache. Except as specifically authorized by Hamline, you may not deep-link to the Site for any purpose or access the Site manually or with any robot, spider, web crawler, extraction software, automated process or device to scrape, copy, or monitor any portion of the Site or any information, content, or material on the Site. Hamline reserves all of its statutory and common law rights against any person or entity who violates this paragraph. You may not link or frame to any pages of the Site or any content contained therein, whether in whole or in part, without prior written consent from Hamline. You may like or follow Hamline or share links to the Site via social networking technology referenced on the Site. Any rights not expressly granted herein are reserved.

Except as expressly authorized by Hamline, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the Content of others, in whole or in part, by any means. You must not modify, decompile, or reverse engineer any software Hamline discloses to you, and you must not remove or modify any copyright or trademark notice, or other notice of ownership.

“Hamline Trademarks” means all names, marks, brands, logos, designs, trade dress, slogans and other designations Hamline uses in connection with its products and services. You may not remove or alter any Hamline Trademarks, or co-brand your own products or material with Hamline Trademarks, without Hamline’s prior written consent. You acknowledge Hamline’s rights in Hamline Trademarks and agree that any use of Hamline Trademarks by you shall inure to Hamline’s sole benefit. You agree not to incorporate any Hamline Trademarks into your trademarks, service marks, company names, internet addresses, domain names, or any other similar designations, for use on or in connection with computer or internet-related products, services or technologies.

Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights. Permission is granted to display, copy, distribute and download Content owned by Hamline on the Site provided that: (a) the copyright notice pertaining to the Content remains, and a permission notice (e.g., “used with permission”) is added to such Content; (b) the use of such Content is solely for personal and non-commercial use; (c) such Content will not be copied or posted on any networked computer or published in any medium, except as explicitly permitted by valid permission or license covering such materials; and (d) no modifications are made to such Content. This permission terminates automatically without notice if you breach any of the terms or conditions in this document. Upon termination, you must immediately destroy any downloaded and/or printed Content.

11. Copyright Infringement

Hamline respects the intellectual property of others, and we ask our Users to do the same. Accordingly, Users may not post, modify, distribute, or reproduce in any way any Content on the Site that is copyrighted material you do not own or have permission to use, without obtaining prior written consent of the copyright owner. Hamline reserves the right, in its discretion, to remove any Content if we believe it may infringe the copyright rights of others, and/or to terminate the accounts of Users who we believe to be infringers.

If you believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, we will respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act of 1998 (the “DMCA”), a federal law that provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that content or material hosted on the Site infringes your copyright, you (or your agent) may send Hamline a notice requesting that the content or material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Hamline to locate the content or material within the Site; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the content or material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to

act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Hamline's agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By email: ssandiford01@hamline.edu

By mail: Hamline University

Attention: Hamline Legal Dept attn: Stanley Sandiford

Address: 1535 Hewitt Ave, St. Paul, MN, 55104

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Hamline that your copyrighted material has been infringed. The preceding requirements are intended to comply with Hamline's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Hamline has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Hamline may also at its sole discretion limit access to the Site and Services and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

12. Termination and suspension

Hamline reserves the right at any time and from time to time to modify or temporarily discontinue the Service (or any part thereof) with or without notice. You agree that Hamline shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service.

You agree that Hamline, in its sole discretion, may suspend or terminate your password, account (or any part thereof) or use of the Service, for any reason, including, without limitation, for lack of use or if Hamline believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. You agree that any termination of your access to the Service under any provision of this Agreement may be implemented without prior notice, and you acknowledge and agree that Hamline may immediately deactivate or delete your account (if any) and all data relating to your account and/or bar any further access to the Service. Further, you agree that Hamline shall not be liable to you or any third party for any termination of your access to the Service.

13. Disclaimer of warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

USE OF THE SITE AND SERVICES PROVIDED IS AT YOUR SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED. THE SITE AND SERVICES, INCLUDING THE INFORMATION, SERVICES, AND CONTENT, ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. HAMLINE DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. HAMLINE MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE USEFULNESS, QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF THE SITE AND SERVICES.

HAMLINE MAKES NO WARRANTY OR REPRESENTATIONS THAT: (A) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR SERVICES WILL BE ACCURATE OR RELIABLE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL OBTAINED FROM TUTORS WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; (D) ANY ERRORS IN THE SITE WILL BE CORRECTED; OR THAT THE SERVICES ARE APPROPRIATE FOR USE OR ACCESS OUTSIDE OF THE UNITED STATES.

YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DEVICE OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY CONTENT FROM THE SITE, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

14. Limitation of liability

TO THE FULL EXTENT PERMITTED BY LAW, HAMLINE IS NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE SITE OR THE SERVICES PROVIDED, EVEN IF HAMLINE HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO: (A) THE USE OF OR THE INABILITY TO USE THE SITE; (B) THE COST OR PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SITE; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY OR OTHER USERS ON THE SITE, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSION OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT

TRANSACTIONS; OR (D) CONTENT OR INFORMATION USERS MAY DOWNLOAD, USE, MODIFY, OR DISTRIBUTE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL HAMLIN'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED (A) THE AMOUNT PAID BY YOU TO HAMLIN OR A HAMLIN PARTNER, IF ANY, OR (B) \$100 (WHICHEVER IS LESS).

YOU AND HAMLIN AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND HAMLIN AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS ARE FAIR AND REASONABLE.

IF YOU ARE DISSATISFIED WITH THE SITE OR SERVICES OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE SERVICES, EXCEPT AS MAY BE PROVIDED FOR IN THIS SECTION 14.

15. Assumption of risk

Users assume all risks when using the Site, including without limitation any and all of the risks associated with any online or offline interactions with other Users. Users shall take all necessary precautions, including without limitation following the Terms set forth in Section 4.

16. Indemnification

Users shall indemnify, defend, and hold harmless Hamline and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, suppliers, other partners, employees, and representatives from and against any and all claims, demands, causes of action, losses, expenses, damages and/or liabilities, including reasonable attorney's fees and court costs, incurred by Hamline in any way related to your (a) acts and/or omissions on or off the Site; (b) violation of any rights of another, including without limitation any alleged infringement of intellectual property or other right of any person or entity relating to the Site; (c) breach of these Terms; (d) disputes with or between other Users; (e) use and/or misuse of the Site, including without limitation any information, content and/or materials thereon; (f) violation of any applicable law or regulation; (g) inaccurate, untimely, incomplete or misleading User information, including without limitation with respect to registration, profile or eligibility; (h) misstatements and/or misrepresentations; (i) use of links to third party websites or third-party software, including without limitation such websites' availability, terms of use, privacy policy, information, content, materials, advertising, products and/or services; (j) User information and any acts or omissions with respect to such User information; (k) use of any information in third-party reports; (l) use of third party payment

processing services; (m) use of phone support services; and/or (n) use of any services or products or any contracts or arrangements made or provided based on information, content and/or materials obtained on or through the Site. Users must cooperate as requested by Hamline in the defense of such claims. Hamline reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, and you shall not, in any event, settle any claim or matter on behalf of Hamline without the written consent of Hamline.

17. Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM Hamline. For any dispute with Hamline, you agree to first contact us at ssandiford01@hamline.edu and attempt to resolve the dispute with us informally. In the unlikely event that Hamline has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Saint Paul, Minnesota, unless you and Hamline agree otherwise. If you are an individual using the Site or Services for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Hamline from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

18. Injunction

Notwithstanding the Arbitration terms set forth herein, Users agree that any material breach of the Terms will result in irreparable harm to Hamline for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Hamline reserves the right to seek equitable relief through the court system, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Hamline seeks such an injunction.

19. Notices; modification and termination of services; amendment of terms

Hamline may provide notice to Users via email, regular mail, or posting notices or links to notices on the Site. Hamline reserves the right at any time to modify, suspend or terminate the Services (or any part thereof), and/or use of or access to them, with or without notice. Hamline may also

delete, or bar access to or use of, all related information and files. Hamline will not be liable to Users or any third-party for any modification, suspension, or termination of service, or loss of related information. Hamline may amend these Terms at any time by posting the amended terms on this Site or through notice via email or regular mail. Your continued use of the Site or Services following such update constitutes your acceptance of the revised Terms. If you do not agree to any of the terms in this Agreement or to any future terms in a future revision of this Agreement, do not use or access (or continue to access) the Site or Services.

Notwithstanding the foregoing, Hamline shall not make any material change to the Terms that relate to the collection or use of Student Data without first giving notice to the parent and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

20. Governing law; waivers

This Agreement shall be governed by and construed in accordance with the substantive laws, without regard to choice-of-law rules, of the State of Minnesota. You agree to submit to the personal jurisdiction of the federal and state courts located in Saint Paul, Minnesota for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Saint Paul, Minnesota is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND HAMLINE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

21. Entire agreement

These Terms constitute the entire agreement between you and Hamline relating to their subject matter, and cancel and supersede any prior versions of the Terms. You may not assign or otherwise transfer the Terms or any right granted hereunder. You also may be subject to additional terms and conditions that may apply when you use the Site or Services or third-party products or services.