

TERMS OF USE AGREEMENT

1. ACCEPTANCE OF TERMS.

Your use of any of the tallyED Websites (collectively, the “Sites”), services and/or products (collectively, the “Services”) is subject to this Terms of Use Agreement (the “TOU Agreement”). **BY ACCESSING, BROWSING AND/OR USING THE SERVICES** (referred to as “Use” or “Using” the Services), **YOU ARE DEEMED TO ACCEPT THIS TOU AGREEMENT AND YOU AGREE TO BE BOUND BY THIS TOU AGREEMENT WITH RESPECT TO USING THE SERVICES. IF YOU DO NOT WISH TO BE BOUND BY THIS TOU AGREEMENT, DO NOT USE THE SERVICES.**

The Sites are for U.S. residents only, unless indicated otherwise.

2. REVISIONS TO THE TOU AGREEMENT.

tallyED may revise this TOU Agreement in its sole discretion. Each time changes are made to this TOU Agreement, a revised TOU Agreement will be posted on the tallyED home page. If you continue to Use the Services following the posting of a revised TOU Agreement, it will constitute your acceptance of any such changes and of the revised TOU Agreement. The most current version of the TOU Agreement will always be made available by us here: <https://tallyed.com/Home/Terms>. Please check this page from time to time to view the most current TOU Agreement.

3. TALLYED INTELLECTUAL PROPERTY RIGHTS.

The Services and all photographs, information, data, text, software, music, sound, graphics, video, messages, tags or other materials (the “Content”) are intended for your personal or internal business use. The Content provided by the Services is-protected by United States and international copyright laws. All software used on and provided by the Services is the property of tallyED or our licensors and protected by United States and international copyright laws. Subject to the terms of this TOU Agreement, tallyED hereby grants you a limited, non-exclusive, non-sublicensable, non-assignable license to Use Services for your personal or internal business use only. You may not attempt to discover any source code, modify, publish, adapt, transmit, participate in the transfer or sale, exhibit, distribute, display, reverse engineer, decompile, disassemble, perform, reproduce, create derivative works from, or in any way exploit any of the Services, in whole or in part. Downloading or copying Services and/or Content for other than personal or internal business use is expressly prohibited without the prior written permission of us or any other copyright owner. You acknowledge that you do not acquire any ownership rights by downloading or copying any of the Services and/or Content, nor may you frame or utilize framing techniques to enclose any trademark, logo, or copyrighted material from the Services or use any meta tags or any other hidden text utilizing our names or trademarks, without our express written consent.

All rights not expressly granted herein are reserved.

4. TALLYED PRIVACY POLICY.

Our Privacy Policy governs the collection and use of certain information that will be obtained by us as you Use the Services. Please review the Privacy Policy before you Use the Services. Our Privacy Policy may be viewed here: <https://tallyed.com/Home/Privacy>.

5. AUTOMATED QUERIES ARE NOT ALLOWED.

Automated queries may never be sent by you to our Services unless tallyED has provided you with express written permission. "Sending automated queries" includes, among other things:

- (a) using any software which sends queries to our Site to determine how a Website or Webpage "ranks" for various queries;
- (b) "meta-searching"; and
- (c) performing "offline" searches on the Site.

6. SERVICES MATERIALS.

A. You agree to:

- only Use (or attempt to Use) the Services through interfaces provided by tallyED; and
- comply with the instructions in any robots.txt file present on the Services.

You agree to not Use the Services to:

- engage in activity that is in violation of this TOU Agreement or is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm or threaten to harm users in any manner;
- harm or threaten to harm minors in any manner;
- stalk or harass any person or entity;
- impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- infringe any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- engage in activity that may interrupt, destroy or limit the functionality of the Services or of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of dialogue or act in a manner that negatively affects other users' ability to engage in real time exchanges;

- interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- intentionally or unintentionally violate any applicable local, state, national or international law and any regulations having the force of law;
- use the Services to advertise or perform any commercial solicitation;
- provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; and/or
- collect or store personal data about other users in connection with the prohibited conduct and activities set forth in the above paragraphs.

B. You acknowledge, consent and agree that tallyED may access, preserve and disclose your account information (if such information exists) if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this TOU Agreement; (c) respond to claims that any of your acts violate the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of tallyED, its users and the public.

7. INTERSTATE DATA TRANSMISSIONS

You understand that the technical processing and transmission of the Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Services and software embodied within the Services may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by tallyED and/or content providers who provide content to the Services. You may not attempt to override or circumvent any of the usage rules embedded into the Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Services, in whole or in part, is strictly prohibited.

By agreeing to this TOU Agreement, you acknowledge that Use of the Services results in interstate data transmissions because of tallyED's network architecture, business practices and the manner in which electronic communications are processed.

8. INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

9. INDEMNITY

You agree to indemnify and hold tallyED and its affiliates, subsidiaries, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable

attorneys' fees, made by any third party due to or arising out of your Use or misuse of the Services, your connection to the Services, your violation of the TOU Agreement, or your violation of any rights of another.

10. NO RESALE OF SERVICES

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Services and/or Content.

11. MODIFICATIONS TO SERVICE

tallyED may modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that tallyED shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

12. TERMINATION

You agree that tallyED may, under certain circumstances and without prior notice, immediately terminate your access to the Services. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOU Agreement or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you, (d) discontinuance or material modification to the Services (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination includes (a) removal of access to all offerings within the Services and (b) barring of further use of the Services. Further, you agree that all terminations for cause shall be made in tallyED's sole discretion and that tallyED shall not be liable to you or any third party for any termination or access to the Services.

13. ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that tallyED shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Services.

14. LINKS

The Services may provide, or third parties may provide, links to other World Wide Web sites or resources. Because tallyED has no control over such sites and resources, you acknowledge and agree that tallyED is not responsible for the availability of such external sites or resources, and does not endorse, approve, recommend or certify and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that tallyED shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be 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.

15. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES AND CONTENT IS AT YOUR SOLE RISK. THE SERVICES AND THE CONTENT IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TALLYED AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

TALLYED AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICES, CONTENT, OR OTHER MATERIAL ACCESSED, PURCHASED OR OBTAINED BY YOU FROM THE SERVICES OR ON THE SITES WILL MEET YOUR REQUIREMENTS, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR WILL BE ACCURATE OR RELIABLE OR THAT OUR SITES OR THE SERVER THAT MAKES A SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (ii) THE QUALITY OF SERVICES, CONTENT, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU FROM THE SERVICES WILL MEET YOUR EXPECTATIONS; AND (iii) ANY ERRORS IN THE SERVICES (INCLUDING ANY SOFTWARE) WILL BE CORRECTED.

ANY MATERIAL UPLOADED, TRANSMITTED, OR DOWNLOADED FROM THE SERVICES, INCLUDING, BUT NOT LIMITED TO, CONTENT, FILES, OR SOFTWARE, OR MATERIAL OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS USED AND/OR ACCESSED AT YOUR OWN DISCRETION AND RISK; AND TALLYED AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO ANY COMPUTER SYSTEM OR LOSS OF DATA, THAT RESULTS FROM THE USE OF THE SERVICES OR UPLOAD, POSTING, TRANSMITTAL, OR DOWNLOAD OF CONTENT, FILES, OR SOFTWARE OR OTHER MATERIAL OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TALLYED OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOU AGREEMENT.

A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICES. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICES. IMMEDIATELY DISCONTINUE USE OF THE SERVICES AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE

FOLLOWING SYMPTOMS WHILE USING THE SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

16. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TALLYED, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TALLYED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF 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 SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (v) ANY OTHER MATTER RELATING TO THE SERVICES.

17. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 15 AND 16 MAY NOT APPLY TO YOU.

18. ADDITIONAL DISCLAIMERS

THE INFORMATION IN THE SITES IS BASED ON DATA GATHERED FROM WHAT WE BELIEVE TO BE RELIABLE SOURCES.

SOME OF THE MATERIAL ON THE SITES MAY BE PASSWORD-PROTECTED AND ACCESS TO THESE AREAS IS RESTRICTED TO AUTHORIZED USERS ONLY. THE USER IN PASSWORD-PROTECTED AREAS IS RESPONSIBLE FOR ANY USE OF THE PASSWORD AND MAINTAINING THE CONFIDENTIALITY OF THE PASSWORD.

19. NO THIRD-PARTY BENEFICIARIES

This TOU Agreement is not enforceable by or for the benefit of any third-party.

20. TRADEMARKS

Without tallyED's prior permission, you agree not to display or use in any manner the tallyED marks.

21. GENERAL INFORMATION

Entire Agreement. The TOU Agreement constitutes the entire agreement between you and tallyED and governs your use of the Services, superseding any prior agreements between you and tallyED with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use or obtain certain other tallyED services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The TOU Agreement and the relationship between you and tallyED shall be governed by, construed and enforced in accordance with the laws of the State of Nebraska, excluding its conflict of law provisions. You and tallyED agree to submit to the personal and exclusive jurisdiction of the courts located within Douglas County, Omaha, Nebraska.

Waiver. The failure of tallyED to exercise or enforce any right or provision of the TOU Agreement or breach of this TOU Agreement by you shall not constitute a waiver of such right or provision.

Severability. If any provision of this TOU Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objections of such provision to the greatest extent possible under applicable law and the remaining provisions of this TOU Agreement will continue in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the TOU Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Section Titles. The section titles in the TOU Agreement are for convenience only and have no legal or contractual effect.

Account Information. You are responsible for reviewing all account statements received by you in order to verify the accuracy of all tallyED account information provided in the statement and all transactions entered through our Sites. You are also responsible for promptly notifying tallyED of any errors or inaccuracies relating to information contained in, or omitted from your tallyED account statements, including errors or inaccuracies arising from the transactions conducted through our Sites.

22. VIOLATIONS

Please report any violations of this TOU Agreement to the following:

Team@tallyed.com
Attention: LEGAL

EFFECTIVE DATE: April 26, 2021

