

N FAMILY CLUB INC.

TERMS OF USE AND SERVICE

Welcome to nfamilyclub.com and related websites and mobile applications (collectively, the “Website”), which is owned and operated by N Family Club Inc. and its affiliates (“N Family School”, the “Company”, “we”, “us” or “our”). All references to the Website include this URL, as well as micro-sites related to this URL, as well as other websites or pages owned by the Company, and all mobile applications owned by the Company. All references to the Company include the affiliates of the Company. This Agreement also governs N Family School’s mobile message service, and the references to the Website include N Family School’s mobile message service.

Please read this Terms of Use and Service document (hereinafter referred to as this “Agreement”) carefully before using this Website, including without limitation before using any of the features or content provided by this Website or before purchasing or otherwise using the Company’s Services (as defined herein) that are offered, made available, or otherwise sold through this Website.

These Terms of Use and Service REQUIRE that all disputes between you and us will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION) to assert or defend your rights under these Terms of Use and Service (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. Please review the Section below titled Dispute Resolution for the details regarding your agreement to arbitrate any disputes with us.

THIS AGREEMENT GOVERNS NOT JUST USES OF THE WEBSITE, BUT ALL INTERACTIONS WITH THE COMPANY, WHETHER ON THE WEBSITE, VIA TEXT, VIA MOBILE MESSAGE, OR OVER THE PHONE, OR IN ANY OTHER METHOD. PLEASE CAREFULLY REVIEW THIS AGREEMENT, SO THAT YOU UNDERSTAND THE TERMS AND CONDITIONS OF YOUR USE OF THE WEBSITE, AS WELL AS THE USE OF OUR SERVICES.

YOUR INTERACTIONS WITH US MAY INCLUDE CORRESPONDENCE BY TEXT. PLEASE NOTE THAT STANDARD TEXT MESSAGE RATES MAY APPLY AND YOU ARE RESPONSIBLE FOR ANY COSTS OR FEES INCURRED IN CONNECTION WITH SENDING OR RECEIVING TEXTS TO OR FROM US.

This Agreement applies to all visitors, users, purchasers, and others who wish to access or use this Website for any purpose (“User” or “you” or “your”). The Company provides this Agreement to notify all such users of the Company’s terms and conditions, which govern their use of this Website and/or any purchase or any other uses of any of the Company’s Services.

YOUR ACCESS TO AND USE OF THIS WEBSITE AND USE OF OUR SERVICE IS CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH, WITHOUT MODIFICATION, THIS AGREEMENT.

BY CONTINUING TO ASSESS AND/OR USE THIS WEBSITE, YOU HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE N FAMILY SCHOOL PRIVACY POLICY (AS DEFINED HEREIN), AND ALL OTHER POLICIES OF THE COMPANY AS OF THE DATE OF YOUR FIRST USE OF THIS WEBSITE.

NO CHANGES (ADDITIONS OR DELETIONS) BY YOU TO THIS AGREEMENT WILL BE ACCEPTED BY THE COMPANY. IF YOU DO **NOT** AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU SHOULD **NOT** USE THIS WEBSITE.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT GOVERNING THIS WEBSITE AND THE PURCHASE AND SALE OF OUR SERVICES. YOU SHOULD DOWNLOAD AND PRINT THIS AGREEMENT FOR YOUR RECORDS.

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By visiting this Website, you agree to the following:

1. DEFINITIONS.

In addition to all other defined terms in this Agreement, the following terms have the following meaning:

- (A) "Access Right" has the meaning set forth in Section 2 herein.
- (B) "N Family School Account" or "N Family School Account of a N Family School Purchaser" has the meaning set forth in Section 5 herein.
- (C) "N Family School Privacy Policy" has the meaning set forth in Section 4 herein.
- (D) "Services" has the meaning set forth in Section 5 herein.
- (E) "N Family School Purchaser" has the meaning set forth in Section 5 herein.
- (F) "Company IP Assets" has the meaning set forth in Section 3 herein.
- (G) "Content" has the meaning set forth in Section 2 herein.
- (H) "Server" or "Company Server" means the computer software or hardware that serves and hosts the Website to users across the Internet.
- (I) "Purchase" or "order" has the meaning set forth in Section 5 herein.
- (J) "User" has the meaning set forth above in this Agreement; for clarity, the term "User" shall include any N Family School Purchaser who uses this Website to procure any Services as contemplated by Section 5 of this Agreement.

2. ACCESS; CONDITIONS TO USE OF THIS WEBSITE

- 2.1 Subject to all of the terms and conditions of this Agreement, Company hereby grants to a User a non-exclusive, revocable, and limited right to access and use this Website, including without limitation the use of this Website to procure any of the Services, in strict compliance with this Agreement ("Access Right") or with any other agreement that the User has entered into with the Company. The Company reserves the right to suspend or revoke this Access Right at the Company's discretion without notice. Notwithstanding the foregoing Access Right, Company also has the right to change, suspend, or discontinue any (or all) aspects or features of this Website at any time, and from time to time, including the availability of any content or features on this Website or of any of the Services made available through this Website. This Access Right granted to a User under this Agreement will immediately terminate upon the expiration, cancellation, or termination of this Agreement for any reason.
- 2.2 User shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to or access this Website, including, without limitation, Internet connections, modems, hardware, software, and long-distance or local telephone service.

- 2.3 As a condition of each user's use of this Website (including without limitation the use of this Website to procure any of the Services), each user hereby covenants to Company that: (a) User shall not use the Website or any Services: (i) for any unlawful purpose or for any purpose that is prohibited by this Agreement; or (ii) in any manner that could damage, disable, overburden, or impair this Website or any Servers, or that would interfere with any other party's use and enjoyment of this Website; and (b) User shall not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through this Website.
- 2.4 Notwithstanding any assistance that Company may provide, the User assumes sole responsibility for the uploading and updating of any Content of that User (if any) as may be available through this Website or Application.
- 2.5 Users further agree as follows:
- (A) Without limiting the generality of the foregoing, each user agrees to all of the following provisions: (a) User will not upload to, distribute or otherwise publish through this Website any data, information, messages, text, photos, graphics, videos, messages, tags, works, material or any other content, including, without limitation, any personal identifiable information (collectively, "Content") that is unlawful, libelous, defamatory, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, obscene, or otherwise objectionable; (b) User will not upload or transmit any Content that would violate the rights of any party, would constitute or encourage a criminal offense, or would otherwise create liability or violate any local, state, federal or international law, (c) User will not upload or transmit any Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party anywhere; (d) User will not impersonate any person or entity or otherwise misrepresent the User's affiliation with a person or entity; (e) User will not distribute or publish unsolicited promotions, advertising, or solicitations for any goods, services or money, including junk mail and junk e-mail; (f) User will not use this Website for purposes not authorized by Company; (g) User will not use this Website or Application for any illegal purpose or any fraudulent scheme or transaction; and (h) User will not use any document obtained through our Services to solicit business for pecuniary gain.
- (B) In addition to the rights given to Company pursuant to any provision in this Agreement or in the N Family School Privacy Policy, User hereby grants Company a perpetual, worldwide, transferable, fully paid up right to use any User's Content to: (i) provide the User with, and to otherwise carry out, the features and functions of this Website (including without limitation the ability to use this Website to procure any Services through this Website) or to carry out any other functions or uses normally intended for users, (ii) to assist or coordinate with any claims arising out of the use of this Website or the procurement of any Services; and (iii) for any other lawful purpose in carrying out the Company's corporate purpose, business, or operations.
- 2.6 Without limiting the generality of any other provisions herein, User agrees to all of the following provisions: (a) Users are prohibited from violating or attempting to violate the security of this Website or any Company Server (as defined herein), including, without limitation, (i) accessing data not intended for such User or logging into a server or account

which the User is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any user, host, or network; or (iv) sending unsolicited e-mail, including promotions and/or advertising of Services or services; (b) any violations of any system or network security (including, but not limited to, that of this Website or any Company Server) may result in civil or criminal liability; and (c) Company has the right to investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. The Company also reserves the right to cooperate with any and all law enforcement agencies, including complying with warrants, court orders, and subpoenas, and disclosing to law enforcement agencies any information about any User and anything a User does with respect to this Website. By User's use of this Website, each User authorizes Company to take such action.

- 2.7 In the event this Website, now or in the future, allows User to upload, transmit, or otherwise contribute any Content to the Website, User hereby represents and warrants to Company that User has the lawful right to distribute and reproduce such Content. Also, User is solely responsible for its conduct (and the conduct of its users) while using the Website, including, but not limited to, all Content in any folders or web pages (if any), or through any other transactions or interactions User generates, transmits, or maintains via the Website. Company takes no responsibility for any such online distribution or publication by User or by any other party. Company cannot and will not review every message or other Content that the User or any other party may generate or post, and the Company is not responsible for the Content thereof.
- 2.8 In addition to any other right to terminate this Agreement, Company hereby has the absolute right to immediately terminate, without warning, any account that it believes, in its sole discretion, breaches any of the provisions of this Section.
- 2.9 We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

3. COPYRIGHTS, TRADEMARKS, AND OTHER INTELLECTUAL PROPERTY RIGHTS; RESERVATION OF RIGHTS.

- 3.1 The Company's policy is to respect the copyright, trademarks, and intellectual property rights of others. Company has the absolute right to (i) immediately terminate, without warning, all rights (including, without limitation, all Access Rights and any rights of any User who (in Company's determination) appear to infringe upon the copyright, trademarks, or intellectual property rights of others, and/or (ii) remove any such Content from a User from the Website, in Company's determination, may infringe the copyright, trademarks, or other intellectual property rights of any third party.

3.2 Each User agrees to the following:

- (A) Company or its licensors own all rights, title and interest, in the U.S. and elsewhere, in and to all trademarks, service marks (whether registered or common law marks), logos, and any other trade names displayed on or in the Website and/or displayed or embodied in any and all of the Services (hereinafter collectively referred to as “Trademarks/Trade Dress”). Users shall not use any Trademarks/Trade Dress in connection with any product or service that is not owned by the Company in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Company. All other trademarks not owned by the Company that appear in the Website or in any N Family School Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Company.
- (B) All content included on or made available through the Website or in any other material associated with any Services, including without limitation any text, graphics, logos, page headers, button icons, scripts, images, audio clips, digital downloads, and data compilations, and all copyrights contained or arising out of the foregoing, is and shall remain the sole property of the Company or its licensors and are protected by United States and international copyright laws (collectively, “Works”).
- (C) Without limiting the provisions of Section 3.2 above, User hereby acknowledges and agrees that the Company or its licensors are the sole owners, worldwide, of all Trademarks/Trade Dress (as defined above), all Works (as defined above), and any and all other inventions, patents, logos, images, graphics, photos, videos, icons, content, features, functionalities, data, processes, techniques, software, website designs, copyrights, works, and all other intellectual property provided in, made available by using, or otherwise contained or embodied in, all the Websites or otherwise used by Company in association with or in the furtherance of any Services or any other aspect of N Family School’s business (collectively “Company IP Assets”).

3.3 The Company IP Assets are protected by the copyright, patent, trademark, and/or other intellectual property laws of both the United States and other countries. This Agreement shall not be interpreted to: (i) grant any rights to any User in or to any of the Company IP Assets except for the limited Access Right set forth and subject to the terms and conditions of Section 2 of this Agreement; or (ii) transfer any rights in any Company IP Assets or in any other Company intellectual property rights from Company to any Users.

3.4 Company IP Assets may not be used by the User without the prior written permission from the Company, and then only with proper acknowledgement. Any rights not expressly granted herein to the User are reserved by the Company. In addition to any other conditions on User’s Access Right as set forth in this Agreement, User’s Access Right is subject to the following additional conditions: (i) User shall *not* modify, disassemble, decompile or reverse translate or create derivative works from any of the Company IP Assets or otherwise attempt to derive any source code of the same or let any third party do the same; (ii) no copyrighted material, content, or any other Company IP Assets may be downloaded, modified, copied, displayed, transferred, distributed, sold, published, broadcast or otherwise used except as expressly stated either in such materials or in this notice without the express prior written permission of Company (which Company may or may not grant in its sole discretion); (iii) User shall not

remove, alter, cover or obscure any copyright notices or other proprietary rights notices of Company or any other party placed on or embedded in the Company IP Assets and shall otherwise retain all such notices on all copies of the same; and (iv) use of any of the Company IP Assets is prohibited unless User is an authorized User in good standing. Unauthorized use is a violation of copyright and other intellectual property rights and is actionable under the law.

- 3.5 User agrees to keep strictly confidential all Company IP Assets that have not been made publicly available by Company. User also acknowledges and agrees that the terms and conditions of this provision shall survive the cancellation, expiration, or termination of this Agreement for any reason.

4. PRIVACY

- 4.1 User agrees that: (i) if the User has any User Content or any User login or password that it uses in association with this Website (including without limitation in association with any N Family School Account of an N Family School Purchaser), then User is solely responsible for maintaining the confidentiality of the same; and (ii) if the User has any login or password associated with this Website (including without limitation in association with any N Family School Account of an N Family School Purchaser), then User (a) is solely responsible for all uses of its login and password regardless of whether these uses are authorized by User, and (b) User will immediately notify Company of any unauthorized use of the User's login and password.
- 4.2 Your use of the Website (including but not limited to using the Website to procure any Services), as well as your interactions with the Company in store, or otherwise, is subject to the Company's Privacy Notice located at privacy@nfamilyschool.com incorporated herein by reference, which applies to the collection, use, disclosure and other processing of personal information by Company ("N Family School Privacy Policy"). As a result of such incorporation, each User hereby agrees to comply with the N Family School Privacy Policy, as it may be amended from time to time by the Company. For clarity, and without limiting the generality of the foregoing, if you visit a Company store and provide your contact information at check-out, your visit to the store is considered to be subject to the Company Privacy Policy.
- 4.3 Without limiting any other provisions of this Agreement, all of the terms and conditions of the following are hereby incorporated into this Agreement by this reference:
- (A) All of the terms and conditions of the N Family School Privacy Policy (as defined above), which shall govern all Users of the Website.

5. PURCHASE OF SERVICES; N FAMILY SCHOOL ACCOUNTS.

5.1 YOUR N FAMILY SCHOOL ACCOUNT

- (A) **Registration of a N Family School Account.** To utilize our Services, you must register and create an account (a "N Family School Account") through the Website. If you choose to register for a N Family School Account, you agree to complete the initial account registration process according to the requirements stated on the Website, and to provide accurate and complete information, including, but not limited to, your legal name and email address.

- (B) As part of the process of creating a N Family School Account, you will have the option to choose a type of subscription to our Services, with the terms of each subscription type to be fully set forth on the Website prior to purchase.
- (C) By signing up for a subscription, you agree that your subscription will be automatically renewed and, unless you cancel your subscription, you authorize us to charge your payment method for the renewal term.
- (D) You agree that we can change the terms of the subscription with advance notice to you and an opportunity for you to cancel.
- (E) Unless otherwise disclosed when you subscribe, you have the right to cancel your subscription. When a subscription is canceled, you will not receive a prorated refund, but you will continue to have access to your N Family School Account until the end of the term during which you canceled the subscription. If you cancel your subscription, you will still be obligated to pay other charges incurred by you in the course of using our Services prior to the date of cancellation.
- (F) **Closing a N Family School Account.** You may voluntarily close your N Family School Account at any time by canceling your subscription to use our Services through the Website or by sending us an email to privacy@nfamilyschool.com, in which you request that we terminate your N Family School Account.
- (G) **N Family School's Right to Close N Family School Accounts.** We have the right to disable any N Family School Account at any time upon any of the following events:
 - (1) Your breach of any of the terms or conditions of this Agreement or the N Family School Privacy Policy or any other N Family School policies that govern the procurement of Services; or
 - (2) Upon the occurrence of any other instance as set forth in the N Family School Privacy Policy.
- (H) As a result of the Company exercising any other right it has to terminate this Agreement.

5.2 GENERAL PURCHASING CONDITIONS.

- (A) **PURCHASES.** When purchasing our Services (a "purchase" or "order"), including without limitation when you make any payments for an order using any third party payment solutions provided through the Website, you must provide accurate and complete information (including your full and proper name) as required when making that order and when otherwise using a credit card or other payment card (such as the payment cardholder name, payment card number, expiration date, and if requested, payment card security code) at the time of submitting your order form. You represent and warrant to N Family School that your use of a payment card in connection with any purchase you make on or through the Website (including, without limitation, any credit card payments you make for an order using any third-party payment solutions) is authorized and legal.

- (B) **ACCOUNTS.** As part of, and in order to complete, the purchase of our Services, you must either: (i) use your N Family School Account in order to complete your purchase of the Services: or (ii) provide any and all information that is required by this Website in order to complete your purchase of the Services as a guest purchaser who does not have an N Family School Account. For your protection, you must keep your username and password secret. You must immediately notify us at privacy@nfamilyschool.com if you learn or suspect that the security of your username or password has been breached. You are responsible for any loss or damage arising from your failure to protect your username or password.
- (C) **CHECK OUT.** When you check out, the data is transmitted to our third-party payment processing company. If you use other means of payment (such as ApplePay), you will be entering your information into those third-party sites, and you should review those providers' terms of use and privacy policies.
- (D) **PROMOTION CODES.** Only one promotion code may be used on any given order – promotion codes cannot be stacked. Promotion codes cannot be applied to previous purchases and may not be used for the purchase of physical gift cards or e-gift cards. Promotion codes are non-transferable, and there is no cash alternative. Promotion codes must be redeemed by the date published, if provided.
- (E) **PERSONAL DISCOUNT CODES.** If you are given a personal, individualized discount code by Company, in Company's sole discretion, the discount code is not transferable. The discount cannot be applied to previous purchases or the purchase of physical gift cards or e-gift cards and may not be redeemed for cash. Additionally, the discount code cannot be combined with any other promotion or discount. The discount cannot be applied to previous purchases or the purchase of gift cards and cannot be redeemed for cash or combined with any other offer.

6. DISCLAIMER OF WARRANTIES

THE WEBSITE, ANY OTHER N FAMILY SCHOOL IP ASSETS, THE SERVICES, AND ALL CONTENT PROVIDED ON OR THROUGH THE WEBSITE OR IN ASSOCIATION WITH THE SERVICES, ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND COMPANY EXPLICITLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

NEITHER THE COMPANY, ITS AFFILIATES, NOR ANY PERSON ASSOCIATED WITH THE COMPANY OR ITS AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE, ANY OF THE COMPANY'S IP ASSETS, OR THEIR CONTENT.

WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY, ITS AFFILIATES, NOR ANYONE ASSOCIATED WITH THE COMPANY OR ITS AFFILIATES REPRESENTS OR WARRANTS THAT THE WEBSITE, OTHER N FAMILY SCHOOL IP ASSETS, THE SERVICES, OR THEIR CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT ANY OF THE WEBSITE OR THE COMPANY SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL

COMPONENTS OR THAT THE WEBSITE, OTHER N FAMILY SCHOOL IP ASSETS, THE SERVICES, OR THEIR CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

7. LIMITATION OF LIABILITY

REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, ITS LICENSORS, ITS CONTENT PROVIDERS, OR ANY OF THE COMPANY'S OR ITS AFFILIATES' DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS OR ASSIGNS (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "COMPANY GROUP"), BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY OTHER N FAMILY SCHOOL IP ASSETS, THE SERVICES, OR THEIR CONTENT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. USE OF THE WEBSITE, OTHER N FAMILY SCHOOL IP ASSETS, THE SERVICES, AND THEIR CONTENT IS AT YOUR SOLE RISK. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THE PARTIES AGREE THAT THE COMPANY'S (AND THE ENTIRE COMPANY GROUP'S) TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, WILL NOT EXCEED THE TOTAL AMOUNT OF PAYMENTS OR OTHER FEES ACTUALLY RECEIVED IN THE PRIOR TWELVE MONTH PERIOD BY THE COMPANY FROM A USER UNDER THIS AGREEMENT.

INDEMNIFICATION. Each user hereby agrees to defend, indemnify and hold harmless the Company, its affiliates, and their officers, directors, employees, agents, licensors, content providers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Agreement or your use of the Website, any other N Family School IP Assets, the Services or any content provided therein.

8. GIVE US YOUR FEEDBACK

We are committed to providing an accessible service. If you experience problems or have any suggestions for improvement, please get in touch with us. We do continuous improvement based on your feedback.

Email: privacy@nfamilyschool.com

We will do our best to respond to feedback within 3 business days.

9. LINKS TO THIRD-PARTY WEBSITES.

This Websites may contain links to third-party websites. These links are provided for your convenience only. Company has no control over third-party websites, and we are not responsible for the content of such websites or the privacy practices of those third-party websites. If you decide to access a third-party website linked from the Website, you do so entirely at your own risk, and your use of those sites is subject to those websites' terms and conditions and privacy policies.

10. DISPUTE RESOLUTION

READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND IMPACTS HOW CLAIMS YOU AND THE COMPANY MAY HAVE AGAINST EACH OTHER ARE DETERMINED.

10.1 Governing Law. The laws of the State of Michigan, excluding its conflict of laws rules, shall govern this Agreement, the N Family School Privacy Policy, and any other policies of the Company.

10.2 Dispute Resolution.

We will work in good faith to resolve any issue you have with the Site working in accordance with the stated specifications we provide, if you bring that issue to the attention of our customer service department. However, we realize there may be rare cases where we may not be able to resolve an issue to the customer's satisfaction.

In the interest of resolving disputes between you and N Family School in the most expedient and cost-effective manner, you and N Family School agree that ALL disputes arising out of or related to this Agreement, the Privacy Policy, and/or your use of the Site or any of N Family School's services, whether based in tort, statute, fraud, contract, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these terms, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court; however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and the amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including, without limitation, the law on punitive damages as applied by the United States Supreme Court. This arbitration provision shall survive termination of these Terms of Use and Service and any other contractual relationship between you and N Family School. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND N FAMILY SCHOOL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

10.3 Exceptions to the Arbitration Agreement. Notwithstanding the paragraph above, nothing in these Terms of Use and Service will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if such an action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

10.4 Arbitration Process. If you desire to assert a claim against N Family School, and you elect to seek arbitration, you must first send to N Family School, by certified mail, a written Notice of your claim ("Notice"). The Notice to N Family School should be addressed to: 1695 Twelve Mile Road, Berkley, MI 48072, ("Notice Address"). If N Family School desires to assert a claim against you and elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by N Family School, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If N Family School and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or N Family School may commence an arbitration proceeding or file a claim in

small claims court. During the arbitration, the amount of any settlement offer made by N Family School or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at <https://www.adr.org/Rules>. The arbitration will be administered pursuant to the American Arbitration Association's Rules and Procedures, as modified by these Terms of Use. The American Arbitration Association Rules and Forms are available online at [/www.adr.org](http://www.adr.org), or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. Any arbitration hearing will take place at a location to be agreed upon in Oakland County, Michigan. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Each party shall pay for its own costs and attorneys' fees, if any.

10.5 No Class Actions. YOU AND N FAMILY SCHOOL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and N FAMILY SCHOOL agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use and Service shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts in the Eastern Michigan District.

11. TERMINATION OF THIS AGREEMENT.

We may terminate this Agreement or terminate or suspend your access to the Website (or any portion, aspect or feature of thereof, including without limitation closing or deleting your N Family School Account of an N Family School Purchaser and any content or information that you have posted in such N Family School Account), and/or prohibiting you from using or accessing the Website (including without limitation prohibiting any further use of our Services through the Website) for any reason (including without limitation your breach of this Agreement or the N Family School Privacy Policy), or for no reason, at any time in our sole discretion, with or without notice to you, effective immediately, which may result in the forfeiture and destruction of all information or other content associated with you and your activities in connection with the Website. In the event of termination for any reason, you will still be bound by your obligations under this Agreement, including the representations and warranties made by you, and by the disclaimers and limitations of liability. Additionally, we will not be liable to you or any third party for any termination of your access to the Website.

12. MISCELLANEOUS PROVISIONS

12.1 Entire Agreement; Waiver; Severability. This Agreement constitutes the entire agreement between Company and each User with respect to the subject matter hereof, and supersedes

and replaces any prior agreements we might have had between us regarding such subject matter. Company's failure to enforce any right or provision of this Agreement will not be considered a waiver of those rights. If any provision of this Agreement is held to be invalid or unenforceable by a court, the remaining provisions of this Agreement will remain in effect.

- 12.2 **Remedies.** User acknowledges that monetary damages may not be a sufficient remedy for unauthorized use of the Site or any of the Services and therefore User agrees that Company shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court or arbitration panel of competent jurisdiction without necessity of posting a bond and without having to plead and prove lack of an adequate remedy at law.
- 12.3 **Attorney Fees.** If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court and, if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.
- 12.4 **Binding Effect; No Assignment by Client; Permissible Assignment by the Company.** This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; *provided, however,* that User may not assign this Agreement, in whole or in part, without the prior written consent of Company (which it may or may not grant in its discretion). Any purported assignment in violation of this Section shall be void. Company shall have the right to assign this Agreement, or any part of it, in its sole discretion to any party, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by such successors and assigns.
- 12.5 **Modifications to this Agreement.** Company reserves the right, at our discretion and at any time, to make changes to any of the provisions of this Agreement (including without limitation changes to any of the terms, conditions and /or policies that govern the procurement of our Services by any N Family School Purchaser as contemplated by Section 5 of this Agreement), the N Family School Privacy Policy, and/or any other Company policies (including any other policies that govern the procurement of any Services (collectively, "Changes").

All such Changes will take effect immediately upon their posting on the Website. The Company reserves the right to make any and all Changes without providing individualized notice to a User. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ANY ACCESS OR USE OF THIS WEBSITE BY YOU AFTER NOTICE OF ANY SUCH CHANGES TO THIS AGREEMENT, THE N FAMILY SCHOOL PRIVACY, OR TO ANY OTHER COMPANY POLICY SHALL CONSTITUTE AND BE DEEMED TO BE YOUR ACCEPTANCE OF ALL SUCH CHANGES TO THE FOREGOING, THUS, YOU SHOULD REGULARLY REVIEW AND PRINT THIS AGREEMENT FOR YOUR RECORD

13. CONTACT INFORMATION

If you have any questions about the Website or this Agreement in general, please contact us by any of the following methods:

At: privacy@nfamilyschool.com

MOBILE APPLICATION

If N Family School offers a mobile application ("App") now or in the future, the App will be governed by these terms. The availability of the App is dependent on the applicable mobile application platform from which you download apps (each, an "App Store"). You acknowledge that this Agreement is between you and N Family School and not with the App Store. N Family School, not the App Store, is solely responsible for the App. Each App Store and its affiliates are third-party beneficiaries of this Agreement and will have the right to enforce them. You must comply with the rules and regulations related to each App store, whether the rules are identified herein or not.

When you access the App through the Apple App Store, you will only use the App on an Apple-branded product that runs Apple iOS, in compliance with Apple's usage terms. You also agree:

- (a) This Agreement is concluded between you and N Family School only, and not Apple, and N Family School, not Apple, is solely responsible for the App.
- (b) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- (c) If there is a failure of the App covered by a warranty, Apple's sole responsibility is to refund the amount paid for the App. As between N Family School and Apple, any other liability rests with N Family School.
- (d) Apple is not responsible for addressing any claims related to the App.

Push Notifications

If you download the App, you may receive push notifications sent to you outside or inside the App, which may include alerts, badges, banners, and sounds ("Push Notifications"). If you agree to allow Push Notifications, then the App will generate Push Notifications on your mobile device. You may control the Push Notifications in your device's settings. Some of the Push Notifications may be related to your location. Your carrier may charge standard data and other fees for use of Push Notifications, and these fees may appear on your mobile bill or be deducted from your prepaid balance. Your carrier may prohibit or restrict certain Push Notifications, and certain Push Notifications may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. You may discontinue Push Notifications in your device's settings or by deleting the App. We may collect information related to your use of Push Notifications.

14. SMS/MMS MOBILE MESSAGE MARKETING PROGRAM TERMS AND CONDITIONS

- 14.1 Company is offering a mobile messaging program (the "SMS Program"), which you agree to use and participate in, subject to these Mobile Messaging Terms and Conditions and Privacy Policy (the "SMS Program Terms"). By opting in to or participating in any of our SMS Programs, you accept and agree to the SMS Program Terms. These SMS Program Terms are limited to the SMS Program and are not intended to modify other Terms and Conditions or Privacy Policy that may govern the relationship between you and Us in other contexts.
- 14.2 **User Opt In:** The SMS Program allows Users to receive SMS/MMS mobile messages by affirmatively opting into the SMS Program, such as through online or application-based

enrollment forms. Regardless of the opt-in method you utilized to join the SMS Program, you agree that this Agreement applies to your participation in the SMS Program. By participating in the SMS Program, you agree to receive autodialed or prerecorded marketing mobile messages at the phone number associated with your opt-in, and you understand that consent is not required to make any purchase from Us. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system ("ATDS" or "autodialer"). Message and data rates may apply. Message frequency varies.

- 14.3 **User Opt Out:** If you do not wish to continue participating in the SMS Program or no longer agree to the SMS Program Terms, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message from Us in order to opt out of the SMS Program. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that alter, change, or modify the STOP, END, CANCEL, UNSUBSCRIBE or QUIT keyword commands, such as the use of different spellings or the addition of other words or phrases to the command, and agree that Company and its service providers will have no liability for not honoring such requests. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out.
- 14.4 **SMS Program Description:** Without limiting the scope of the SMS Program, users who opt into the SMS Program can expect to receive messages concerning the marketing, promotion, payment, delivery, and sale of digital and physical Services, services, and events. Messages may include checkout reminders.
- 14.5 **Cost and Frequency:** Message and data rates may apply. You agree to receive messages periodically at Our discretion. Daily, weekly, and monthly message frequency will vary. The SMS Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Us.
- 14.6 **Support Instructions:** For support regarding the SMS Program, text "HELP" to the number you received messages from or email us at privacy@nfamilyschool.com. Please note that the use of this email address is not an acceptable method of opting out of the program. Opt-outs must be submitted in accordance with the procedures set forth above.
- 14.7 **MMS Disclosure:** The SMS Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.
- 14.8 **Our Disclaimer of Warranty:** The SMS Program is offered on an "as-is" basis and may not be available in all areas at all times, and may not continue to work in the event of product, software, coverage, or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this SMS Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control. Carriers are not liable for delayed or undelivered mobile messages.

14.9 **Participant Requirements:** You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions.

15. DMCA

N Family School complies with the Digital Millennium Copyright Act ("DMCA"). Any notices given pursuant to the DMCA shall be given to N Family School's designated agent via email at privacy@nfamilyschool.com, or via registered US mail sent return receipt to: DMCA Compliance Agent, 1695 Twelve Mile Road, Berkley, MI 48072.