

Terms of Use

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Welcome to Learning Explorer. Please read the following Terms of Use (“Terms”).

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1. Acceptance of Terms

By using our website or the Learning Explorer platform (the “Platform”), you are agreeing to these Terms. If you do not wish to be bound by these Terms, you should not use our website or the Platform. Your use of our Platform is also subject to any signed agreement between us regarding such use (a “Signed Agreement”) or, if no Signed Agreement exists, will be subject to the Terms of Service found at www.learningexplorer.com/terms (the “Terms of Service”). In the event of a conflict between these Terms and the terms of a Signed Agreement or the Terms of Service, the terms of such Signed Agreement or Terms of Service shall prevail.

2. Modification of Terms

These Terms may be updated by us from time to time without notice to you. We will post any changes to these Terms on this page, and we will indicate at the top of the page the date that these Terms were last revised.

By using our website or the Platform after any such changes, you accept the new Terms. If you do not agree to these or any new Terms, do not use, access, or continue to access our website or the Platform. It is your responsibility to regularly check this page to determine if there have been any changes to these Terms and to review them.

3. Privacy Policy, GDPR and CCPA

Learning Explorer's privacy policy, available at www.learningexplorer.com/terms carefully for information relating to Learning Explorer's collection, use and disclosure of your personal information.

GDPR – General Data Protection Regulation

Learning Explorer will maintain administrative, physical, and technical safeguards designed for the protection of the security, confidentiality and integrity of your personal information collected on our website or stored on the Platform. Learning Explorer's policies for data protection, processing, export, transfer, removal and breach reporting are in full compliance of the General Data Protection Regulation legislation. Response procedures for all requests are available upon request.

CCPA – California Consumer Privacy Act

Learning Explorer's policies for data protection, processing, export, transfer, removal and breach reporting are in full compliance of the California Consumer Privacy Act. Response procedures for all requests are available upon request.

4. Registration, User Account, Password and Security

You agree that the information you provide to Learning Explorer on registration and at all other times will be true, accurate, current and complete, and that you will ensure that this information is kept accurate and up-to-date at all times. If you provide any information that is untrue, inaccurate, not current, or incomplete, Learning Explorer may suspend or terminate your account and refuse any and all current and future use of our website or the Platform.

When you set up your User account with Learning Explorer, you establish a username and password. You are solely responsible for maintaining the confidentiality of your username and password and for restricting access to your account. You are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify Learning Explorer of any unauthorized use of your username, password, or account, or any other breach of security, (b) ensure that you are the only authorized user accessing your account, and (c) exit from your account at the end of each session. Learning Explorer cannot and will not be liable for any loss or damage arising from the unauthorized use of your password. If you feel your password is no longer secure, you should change it immediately. If you lose or forget your password, go to:

<https://www.lessonplanet.com/auth/users/password/new?learningexplorer>

You are also responsible for providing an accurate and reliable email address. We use the email address that you provide to contact you with important updates and information about our services, including information about renewals or changes to your subscription. We cannot and will not be liable for any loss or damage arising out of your failure to receive any notification that we send to the email address that you provide to us (whether that failure results from you changing your email address, the functionality of your spam filter, or any other delivery problem).

You may manage your promotional, newsletter, or other email communication preferences, and also update or correct your User information, by logging in at www.learningexplorer.com. Click on your name and then on "My User Profile."

Full access to the Platform requires the purchase of a paid User Account. By your school, district or buying group purchasing a User Account, you represent that you are 18 years or older and that you are authorized to use the chosen Payment Method (if applicable) for the purpose of purchasing a User Account as described herein. A User Account is valid only for the User for whom it is purchased and is otherwise non-transferable.

5. User Conduct

Subject to Section 1 of these Terms, Learning Explorer hereby grants you the right to access and use our website and the Platform. Except as otherwise agreed by us, your Learning Explorer User Account is intended for your personal, non-commercial use only. Learning Explorer retains all rights with respect to our services, content and other forms of intellectual property, except such rights as we may expressly grant to you in these Terms or any other written agreement. You agree not to republish or otherwise distribute materials created by Learning Explorer unless we specifically authorize you to do so. The content and software of our website and the Platform (including, but not limited to, our databases, tools, applications, unique compilations of data, and other processes) are the proprietary property of Learning Explorer and are protected by US and international copyright and other intellectual property laws. You agree not to frame, or assist third parties in framing, any of the web pages contained our website or the Platform. Such framing is strictly prohibited under these Terms.

Any features of our website or the Platform where you are capable of posting, publishing or sharing user content are provided for the exchange of lawful, relevant, fair, and appropriate information, opinions, files, collections, links, and comments. You acknowledge that all information, data (including registration data), text, software, music, sound, photographs, graphics, video, images, messages, educational resources, files, collections, links, and other materials, whether publicly posted or privately transmitted, are the sole responsibility of the person from which such content originated. Learning Explorer accepts no responsibility for, and does not guarantee, the accuracy, integrity, nor quality of any user content stored, posted, published, linked to, nor placed on our website, products, tools, and/or services by you or any third-party.

You agree not to use our website or the Platform in any manner that could damage, disable, overburden, or impair our website or the Platform.

The following behaviors are prohibited by Learning Explorer. You agree that you shall not:

- a) violate any law, statute, ordinance, or regulation;
- b) use our website or the Platform for any purposes other than to disseminate or receive original or appropriately licensed content and/or to access our website or the Platform to obtain such services as are offered by Learning Explorer;
- c) rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein nor any materials provided by Learning Explorer;
- d) post, upload, or distribute any defamatory, libelous or inaccurate content;

- e) post, upload, or distribute any content that is unlawful or that a reasonable person could deem objectionable, offensive, indecent, pornographic, invasive of another’s privacy, harassing, threatening, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
- f) impersonate any person or entity, falsely claim an affiliation with any person or entity, access our website or the Platform or the accounts of others without permission, forge another person’s digital signature, misrepresent the source, identity, or content of information transmitted via our website or the Platform, or perform any other similar fraudulent activity;
- g) delete the copyright or other proprietary rights on content found on our website or the Platform;
- h) make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of our website or the Platform. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- i) use our website or the Platform for any illegal purpose, or in violation of any local, state, national, or international law, including but without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- j) harass, abuse, threaten, or defraud Users of Learning Explorer, or collect, or attempt to collect, personal information about Users or third parties without their consent;
- k) remove, circumvent, disable, damage, or otherwise interfere with security-related features of our website or the Platform, features that prevent or restrict use or copying of any content accessible through Learning Explorer, or features that enforce limitations on the use of any content accessible through Learning Explorer;
- l) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of our website or the Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- m) modify, adapt, translate, or create derivative works based upon our website or the Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- n) intentionally interfere with or damage operation of our website or the Platform or any User’s enjoyment or use of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- o) relay email from a third party’s mail server(s) without the permission of that third party;
- p) use any robot, spider, scraper, or other automated means to access our website or the Platform for any purpose or bypass any measures Learning Explorer may use to prevent or restrict access to our website or the Platform;
- q) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through our website or the Platform;
- r) interfere with or disrupt our website or the Platform, or networks connected to our website or the Platform, or disobey any requirements, procedures, policies, or regulations of networks connected to our website or the Platform;
- s) post, upload, or distribute marketing material, advertisements, spam, content designed to aid search engine optimization, content in HTML format with links or redirects, or other commercial content that detracts from the Learning Explorer experience.

Learning Explorer reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized or inappropriate use of our website or the Platform, including but not limited to, technological barriers, IP mapping, and directly contacting your Internet Service Provider (ISP) regarding such unauthorized use.

6. Links and Third-Party Content

Learning Explorer contains links or references to other free and/or openly available or licensed websites, resources (i.e., images, videos, text, etc.) and services solely as a convenience to users and/or clients. Because we have no control over such sites, services, and resources, we are not responsible for the availability and/or appropriateness of such external sites, services, or resources (although we regularly monitor to identify and remove any links on our website and Platform that are not working properly). We do not endorse and are not responsible or liable for any content, advertising, products, or other materials that may be displayed on or available from such third-party websites or resources. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers potentially found on or through our website and the Platform are solely between you and such advertiser. Access and use of third-party websites, services, content partners (i.e., Pixabay, Knovation/ACT, Boclips, etc.) or other resources are conducted solely at your own risk.

You acknowledge and agree that Learning Explorer is not responsible nor liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance upon any content, goods, or services available on or through any such website, service or resource.

7. Intellectual Property, Copyright and Trademark Notices, and Ownership and License Grants

The entire content of our website and the Platform, including but not limited to, all site data, reviews, videos, documents, articles, ratings, comments, unique compilations of data, visual interfaces, graphics, images, design, information, computer code (including source code or object code), products, services, and all other elements of our website and the Platform, and any supporting software (except for any user content that is provided and owned by users) are the sole, proprietary property of Learning Explorer, and/or its Content-Partners (Boclips, Knovation/ACT, Pixabay, etc.), and are protected by United States copyright, patent, trade secret, trade dress, trademark, international copyright, and all other relevant intellectual property laws. The reproduction, redistribution, modification, or publication of any part of Learning Explorer without our express written consent is strictly prohibited.

You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of such materials except as expressly authorized by Learning Explorer. Learning Explorer reserves all rights not expressly granted in these Terms.

Unless otherwise indicated, trademarks that appear on our website and the Platform are trademarks of Learning Explorer. All other trademarks not owned by Learning Explorer that appear on our website and the Platform are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Learning Explorer. You agree not to display, disparage, dilute, or taint our trademarks, nor to use any confusing similar marks or our trademarks in such a way that would misrepresent the ownership of such marks. Any permitted use of our trademarks by you shall be to the benefit of Learning Explorer.

a. License Grant to Upload and License Grant to Download

Learning Explorer hereby grants to you a personal, limited, non-exclusive, non-transferable, freely revocable license to use our website for the uploading and distributing of authorized digital content,

including electronic documents, files, and collections (“User Content”), subject to your compliance with these Terms. User Content is uploaded and published or shared at your own risk. Learning Explorer will use commercially reasonable security measures to protect unauthorized copying of User Content. However, Learning Explorer cannot guarantee that there will be no unauthorized copying or distribution of User Content, nor will Learning Explorer be liable for any copying or usage of the User Content not authorized by Learning Explorer.

Learning Explorer hereby grants to you a personal, limited, non-exclusive, non-transferable, freely revocable license to view and download User Content posted, published, or shared on our website, subject to your compliance with these Terms. The foregoing license is subject to the limitations on use under which such User Content is distributed. User Content is licensed under a **Creative Commons Attribution-ShareAlike 4.0 International License**. For more information on the Creative Commons Attribution-ShareAlike 4.0 International License, go to <https://creativecommons.org/licenses/by-sa/4.0/>

Without limiting any of the above representations or warranties, we have the right (though not the obligation) to, in our sole discretion refuse or remove any content that, in our reasonable opinion, violates any Learning Explorer policy or is in any way harmful or objectionable.

b. Ownership of User Content and License Grant

You retain all of your ownership rights to User Content that you upload and publish or share to our website and the Platform. However, by uploading and publishing or sharing User Content to our website or the Platform, you are granting Learning Explorer and others the right to use your User Content. The default license for all User Content uploaded to our website or the Platform is Creative Commons Attribution-ShareAlike 4.0 International License. Therefore, the following applies to all User Content uploaded through the Learning Explorer website, unless otherwise agreed to in a separate written agreement between you and Learning Explorer, and signed by an authorized representative of Learning Explorer:

1. You hereby grant to Learning Explorer a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free license to host, transfer, display, perform, reproduce, distribute, compress or convert for distribution, and otherwise exploit your User Content, in any media formats and through any media channels. Such license will apply to any form, media, or technology now known or hereafter developed in order for Learning Explorer to provide the services offered in our website or the Platform.

You acknowledge and agree that Learning Explorer may make minor edits: (a) to your User Content if it becomes aware of spelling or grammatical errors within such User Content; and (b) to the description you provide of your User Content in order to improve the search functionality associated with such content on our website or the Platform.

This license grant survives even if your User Content is removed from our website or the Platform by you or another party. By uploading and publishing or sharing User Content, you hereby warrant that your User Content is free of any digital rights management protections or functionality, including any software designed to limit the number of times User Content may be copied or played.

2. You hereby grant to each authorized User of Learning Explorer a non-exclusive license to access and use your User Content under the terms indicated by you when you uploaded and published or shared such User Content, which shall at least include a limited, non-exclusive, personal license to view and download such User Content in the manner described by these Terms.

c. Content-Partner Content

Certain content on our website and the Platform has been provided by our Content Partners, notwithstanding any other provisions of these Terms. You are hereby granted a non-exclusive, non-sublicensable, non-transferable right and license to access and use Learning Explorer Content-Partner Content for the sole purpose of performing the duties within the scope of your employment as an educator. You acknowledge that our Content Partners are the sole owners of all Content-Partner Content. You agree that you will not use Learning Explorer Content-Partner Content for any commercial purposes and that any derivative works created by you from Content-Partner Content will only be used, distributed, transferred, or reproduced as part of your duties within the scope of your employment for your students. We suggest you make yourself familiar with our Privacy Policy: <https://www.lessonplanet.com/privacy-policy>

8. Representations and Warranties Regarding User Content

You are solely responsible for your User Content and the consequences of posting or publishing it. By uploading and publishing your User Content, you affirm, represent, and warrant that:

(a) you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize Learning Explorer and our Users to use your User Content as necessary to exercise the licenses granted by you in this section and in the manner described by Learning Explorer and these Terms;

(b) your User Content does not and will not: (1) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, student data privacy right, right of publicity, or any other intellectual property or proprietary right, or (2) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; and

(c) Your User Content does not contain any viruses, adware, spyware, worms or other malicious code.

VIOLATORS OF THESE THIRD-PARTY RIGHTS MAY BE SUBJECT TO CRIMINAL AND CIVIL LIABILITY. LEARNING EXPLORER RESERVES ALL RIGHTS AND REMEDIES AGAINST ANY USER WHO VIOLATES THESE TERMS OF USE.

You understand that when using our website or the Platform you will be exposed to Content from a variety of sources (i.e. User Content, Third Party Content, Partner Content, etc.), and that Learning Explorer is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Learning Explorer with respect thereto. Learning Explorer does not endorse any Content (User Content, Third Party Content, Partner Content, etc.) or any opinion, recommendation, or advice expressed therein, and Learning Explorer expressly disclaims any and all

liability in connection with such Content. If notified by a User or a content owner of Content that allegedly does not conform to these Terms, Learning Explorer may investigate the allegation and determine in its sole discretion whether to remove the Content, which it reserves the right to do at any time and without notice.

9. Digital Millennium Copyright Act

In cases of alleged copyright infringement, it is our policy to respond to clear notices that comply with the Digital Millennium Copyright Act (the "DMCA"). In addition, we will promptly terminate without notice the accounts of those determined to be "repeat infringers." If you are a copyright owner or an agent thereof, and you believe that any content hosted on Learning Explorer infringes on your copyrights, you may submit a notification pursuant to the DMCA by providing Learning Explorer's Designated Copyright Agent with information in writing at the following address:

DMCA Designated Agent
Learning Explorer, LLC.
924 Anacapa Street
Santa Barbara, CA 93101
email: dmca.agent@learningexplorer.com

To be effective, a notice must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works on our website or the Platform are covered by a single notification, a representative list of such works.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and, as such, is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Learning Explorer to locate said material. Providing URLs in the body of an email is the best way to help us locate content quickly.
4. Information reasonably sufficient to permit Learning Explorer to contact the complaining party, such as an address, telephone number, and if available, an email address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.
6. 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.

Please note that, under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Counter-Notification

If you elect to send us a counter-notice, it is effective only if it is a communication that includes the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

1. A physical or electronic signature of the subscriber.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or, if the subscriber's address is outside of the United States, for any judicial district in which Learning Explorer may be found, and that the subscriber will accept service of process from the person who provided the notification under subsection (c)(1)(C) or an agent of such person.

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

For clarity, only DMCA notices should go to the Learning Explorer Designated Agent. Any other feedback, comments, requests for technical support, or other communications should be directed to Learning Explorer User Success Team at UserSuccess@learningexplorer.com. You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

10. Information Not Verified

You acknowledge that it is not feasible for Learning Explorer to review the personal information for all users of our website or the Platform, nor to review all third-party content, links, and postings on our website (let alone the websites of third parties to which our site may link). Accordingly, Learning Explorer cannot, does not, and will not confirm the accuracy of any such information, content, links or postings. We advise you to exercise a reasonable degree of caution in dealing with such information, content, postings, and/or other users on our website or the Platform.

11. Disclaimer of Warranties; Limitation of Liability; Exclusions and Limitations; Force Majeure

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF OUR WEBSITE OR THE PLATFORM IS AT YOUR SOLE RISK. OUR WEBSITE AND THE PLATFORM ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. LEARNING EXPLORER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF NON-INFRINGEMENT. a) WITHOUT LIMITING THE FOREGOING, LEARNING EXPLORER MAKES NO WARRANTY THAT: (i) OUR WEBSITE AND THE PLATFORM WILL MEET YOUR REQUIREMENTS; (ii) OUR WEBSITE AND THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR WEBSITE AND THE PLATFORM WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR WEBSITE AND THE PLATFORM WILL MEET YOUR EXPECTATIONS; AND/OR, (v) ANY ERRORS IN THE SOFTWARE OR CONTENT ASSOCIATED WITH OUR WEBSITE AND THE

PLATFORM WILL BE CORRECTED. b) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR WEBSITE AND THE PLATFORM IS OBTAINED AND USED AT YOUR OWN DISCRETION AND RISK. THOUGH WE WILL SCAN ALL USER CONTENT FOR MALWARE AND WILL NOT ALLOW CORRUPTED FILES TO BE STORED OR SHARED, YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH OUR WEBSITE AND THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT LEARNING EXPLORER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE OUR WEBSITE AND THE PLATFORM; (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 OUR WEBSITE AND THE PLATFORM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR WEBSITE AND THE PLATFORM OR UTILIZING OUR WEBSITE AND THE PLATFORM; OR (v) ANY OTHER MATTER RELATING TO OUR WEBSITE AND THE PLATFORM.

Exclusions and Limitations

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THE SECTIONS ABOVE TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OR WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

Force Majeure

Learning Explorer will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes in particular (without limitation) the following:

- a) Strikes, lock-outs, or other industrial action.
- b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), or threat or preparation for war.

- c) Fire, explosion, power failure, cyber-attack, storm, flood, earthquake, subsidence, epidemic, or other natural disaster.
- d) Impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport.
- e) Impossibility of the use of public or private telecommunications networks or utilities.
- f) The acts, decrees, legislation, regulations, or restrictions of any government.
- g) Any epidemic or pandemic.

Learning Explorer's performance under any Terms of Use or any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance during that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms or any contract may be performed despite the Force Majeure Event.

12. General Practices Regarding Use and Storage

You acknowledge that we may establish general practices and limits concerning use of our website, products, tools, and services, including without limitation the maximum number of days that any uploaded content will be retained by us, the maximum storage that will be allotted on our servers on your behalf and the maximum number of times (and maximum duration for which) you may access our website, products, tools, and services in any given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any messages or other communications or other content maintained or transmitted by us. You further acknowledge that we have the right, in our sole and absolute discretion, to change these general practices and limits at any time, with or without notice.

13. Termination

You agree that Learning Explorer, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) you may have with Learning Explorer or your use of our website or the Platform, and remove and discard all or any part of your account, User profile, and any User Content, at any time. Learning Explorer may also in its sole discretion and at any time discontinue providing access to our website or the Platform, or any part thereof, with or without notice. You agree that any termination of your access to Learning Explorer or any account you may have or portion thereof may be effected without prior notice, and you agree that Learning Explorer will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Learning Explorer may have at law or in equity. Your only remedy with respect to any dissatisfaction with (a) our website or the Platform, (b) any of the Terms, (c) any policy or practice of Learning Explorer in operating our website or the Platform, or (d) any content or information transmitted through our website or Platform, is to terminate your account and your use of our website and the Platform.

14. General Information

These Terms are governed by the laws of the State of California without regard to its (or any other state's) conflict of law provisions. You may also be subject to additional terms and conditions that may apply when you use affiliated services, third-party content, or third-party software. You and Learning Explorer agree to submit to the personal and exclusive jurisdiction of the state courts located in Santa Barbara, California. The failure of Learning Explorer to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and, in any event, the other provisions of these Terms will remain in full force and effect. 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 our website or the Platform or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. You acknowledge that your Learning Explorer User account may not be assigned without the prior written consent of Learning Explorer, which consent may be provided, withheld, conditioned, or delayed at Learning Explorer's sole discretion.

The section titles in these Terms are intended for convenience only and have no legal or contractual effect.