

Terms of Use

Last Updated: January, 6 2019

Welcome to the App/Website offered by Practopus (“**Practopus**,” “**we**” or “**us**”). These Terms of Use (“**Terms**”) apply to the Practopus app and website located at www.Practopus.com and any related subdomains (collectively, the “**Site**”). These Terms create a binding legal contract between Practopus and you (“**you**”). Teachers (defined below) and Students (defined below) are referred to individually as a “**User**” and collectively as “**Users**.”

YOU MUST READ AND BE SURE YOU UNDERSTAND THESE TERMS BEFORE USING THE APP AND/OR WEBSITE. BY USING THE APP AND/OR WEBSITE, YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, THEN YOU MUST NOT USE – AND ARE NOT AUTHORIZED TO USE – ALL OR ANY PORTION OF THE APP AND/OR WEBSITE.

AS FURTHER DESCRIBED BELOW, THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. **General.**

a. Description. The site is an online system that allows music teachers (“**teacher**”) to reward their students (“**student**”) for practice time and for completing tasks (“**task**”) created by the teacher. Students use a timer to time their practice sessions and are awarded points (called “**clam**”) for minutes practiced. Students also complete and submit tasks that are either automatically verified or verified by their teacher and are awarded an amount of clams set by their teacher for each individual task. The students can then purchase either teacher created or built in virtual rewards (“**reward**”) through the app with their earned clams. Teachers will deliver rewards that they create on their schedule.

b. Eligibility; Subscribing Entities. THE SITE MAY ONLY BE ACCESSED AND USED BY PERSONS WHO ARE 18 YEARS OF AGE OR OLDER, OR POSSES PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THESE TERMS. IF YOU ARE UNDER 18 YEARS OF AGE AND DO NOT HAVE PARENTAL OR GUARDIAN CONSENT, PLEASE DO NOT USE OR ACCESS THE SITE AT ANY TIME OR IN ANY MANNER. By using the Site, you hereby represent and warrant that you are either eighteen (18) years of age or possess parental or guardian consent to enter into these Terms. If you wish to use the Site on behalf of a company, entity or organization (each, a “Subscribing Entity”), then you further represent and warrant that you: (i) are an authorized representative of that Subscribing Entity with the authority to bind such entity to these Terms; and (ii) agree to be bound by these Terms on behalf of such Subscribing Entity.

c. Changes to These Terms. Practopus reserves the right to revise these Terms in its sole discretion at any time and without prior notice to you other than by posting the revised Terms on the Site. Revisions to the Terms are effective upon posting to the Site. Your continued use of the Site after a revised version of these Terms has been posted on the Site by Practopus constitutes your binding acceptance of the revised Terms. Practopus will endeavor to provide you with prior notice of any

material changes to these Terms by posting them to the Site. Notwithstanding the preceding sentences of this Section 1.c, no revisions to these Terms will apply to any dispute between you and Practopus that arose prior to the date of such revision.

d. Consent to Electronic Communications and Privacy Policy. By using the Site, you consent to receiving communications from us as further described in the Privacy Policy (“**Privacy Policy**”). Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including written communications. The Privacy Policy is hereby incorporated by reference into these Terms. By using the Site you agree that you have read, understood, and agree to the data collection, use, and disclosure provisions set forth in the Privacy Policy.

e. Messages. You may send messages to others through functionality available on the Site. You represent and warrant you will only send messages through the Site to people who have given you their express consent to receive such messages, and you will indemnify and hold Practopus harmless from any and all claims arising out of your sending these messages. You are responsible for all fees and charges associated with such messages.

f. Objectionable Content. As noted above, Teachers may offer Tasks to complete and Rewards to purchase to Students who earn clams and purchase through the Site. However, Teachers may not offer any Tasks or Rewards or any other content that could be considered or contain any elements that are illegal in United States, could be considered threatening, Adult in nature, or Objectionable Content, as defined later in section 4.h. Additionally, Students may be able to submit written answers to Teacher-created Tasks. However, Students may not submit any content that could be considered Objectionable Content.

g. Site Security. You are prohibited from violating, or attempting to violate, the security of the Site. Any such violations may result in criminal and/or civil penalties against you, as well as the termination of your privilege to use the Site, at Practopus’s sole discretion. Practopus reserves the right to investigate any alleged or suspected violations and, if a criminal violation is suspected, refer such suspected violation to the appropriate law enforcement agencies and cooperate fully with such investigations, including, but not limited to, the disclosure of any or all of your activities on or related to the Site.

2. **Use of the Site.**

a. Third Party Sites. The Site may include links to external sites and applications owned or controlled by third parties (collectively, “**Third Party Sites**”). You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on Third Party Sites. You assume all risk and we disclaim all liability arising from your use of them.

b. Prohibitions. In using the Site, you further agree not to:

i. take any action that imposes an unreasonable load on the Site’s infrastructure;

- ii. use any device, software or routine to interfere or attempt to interfere with the proper working of the Site, or any activity conducted on the Site;
- iii. attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Site;
- iv. delete or alter any material Practopus or any other person or entity Posts (defined in Section 4.a below) on the Site;
- v. frame or link to any of the materials or information available on the Site;
- vi. alter, deface, mutilate, or otherwise bypass any approved software through which the Site is made available;
- vii. use any trademarks, service marks, design marks, logos, photographs, or other content belonging to Company or obtained from the Site;
- viii. access, tamper with, or use non-public areas of the Site, Practopus's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Practopus's providers;
- ix. harass, abuse, harm, or advocate or incite harassment, abuse, or harm of another person or group, including Practopus employees;
- x. provide any false personal information to Practopus;
- xi. create a false identity or impersonate another person or entity in any way;
- xii. create a new account with Practopus, without Practopus's express written consent, if Practopus has previously disabled an account of yours;
- xiii. restrict, discourage, or inhibit any person from using the Site, disclose personal information about a third person on the Site or obtained from the Site without the consent of that person, or collect information about Users;
- xiv. use the Site to send emails or other communications to persons who have requested that you not send them communications;
- xv. use the Site, without Practopus's express written consent, for any purpose that is not authorized by these Terms, including communicating or facilitating any commercial advertisement or solicitation or spamming;
- xvi. gain unauthorized access to the Site, to other Users' accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Site;
- xvii. Post or otherwise make available any virus, worm, spyware, or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack

the operation of any hardware, software, or telecommunications equipment, or any other aspect of the Site or communications equipment and computers connected to the Site;

xviii. interfere with or disrupt the Site, networks, or servers connected to the Site or violate the regulations, policies or procedures of those networks or servers;

xix. use the Site for any purpose other than the teaching or learning purpose as a Student or Teacher;

xx. fail to deliver any Reward that you owe to any Student on the Site if you use the Site as a Teacher without offering a Clam refund;

xxi. violate any applicable federal, state, or local laws or regulations, or these Terms, when accessing or using the Site, which may include, without limitation, if you access and use the Site as a Teacher, (1) offering or providing to Students any Task or Reward that (a) would constitute a “security” (as such term is defined in the Securities Act of 1933); (b) involves any form of financial incentive or participation in any profit sharing; or (c) would constitute any form of lottery or gambling under applicable law; or (2) otherwise using the Site in any manner that would or may violate any applicable laws, rules or regulations; or

xxii. assist or permit any persons in engaging in any of the activities described above.

3. **Information Provided to Practopus.**

a. Registration/Sign-up. You are required to register with Practopus to gain full access to the Site. You agree to provide true, accurate, current, and complete information as requested in any registration or sign-up form that you submit to Practopus through the Site, and to update this information promptly, and as necessary, to keep it current and accurate.

b. Log In Credentials. You are responsible for maintaining the security of your log in credentials required to use or access certain portions or features of the Site, and are fully responsible for all activities that occur through the use of your credentials by you or any third party. You agree to notify Practopus immediately at support@practopus.com if you suspect or know of any unauthorized use of your log in credentials or any other breach of security with respect to your account. Practopus will not be liable for any loss or damage arising from unauthorized use of your credentials.

4. **User Content.**

a. Definition. “**User Content**” means any content that any User uploads, posts or transmits (collectively, “**Post**”) to or through the Site including, without limitation, any text, photographs, audiovisual works, sound recordings (and the musical works embodied therein) and/or any other works subject to protection under the laws of the United States or any other jurisdiction, including, but not limited to, patent, trademark, trade secret, and copyright laws. For the avoidance of doubt, User Content excludes Practopus Content (defined below).

b. Intellectual Property Rights. YOU RETAIN ALL RIGHTS IN ANY USER CONTENT YOU POST TO THE SITE. BY POSTING USER CONTENT ON OR THROUGH THE SITE YOU ARE MERELY GRANTING Practopus A LICENSE PURSUANT TO THESE TERMS.

c. License Grants. You hereby grant to Practopus an unrestricted, assignable, sublicensable, revocable, royalty-free license throughout the universe to reproduce, distribute, publicly display, communicate to the public, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), make available, create derivative works from, retransmit from Third Party Sites, and otherwise exploit and use (collectively, “**Use**”) all User Content you Post to or through the Site by any means, through any media and formats now known or hereafter developed, for the purposes of (a) advertising, marketing, and promoting Practopus and the Site; and (b) providing the Site. You further grant Practopus a royalty-free license to use your User name, image, and likeness to identify you as the source of any of your User Content. You must not Post any User Content on or through the Site or transmit to Practopus any User Content that you consider to be confidential or proprietary. Any User Content Posted by you to or through the Site or transmitted to Practopus will be considered non-confidential and non-proprietary, and treated as such by Practopus, and may be used by Practopus for any purpose or disclosed by Practopus to any third party with or without notice to you and without any liability to Practopus. For the avoidance of doubt, the rights granted in the preceding sentences of this Section include, but are not limited to, the right to reproduce sound recordings (and make mechanical reproductions of the musical works embodied in such sound recordings), and publicly perform and communicate to the public sound recordings (and the musical works embodied therein), all on a royalty-free basis. This means that you are granting Company the right to Use your User Content without the obligation to pay royalties to any third party, including, but not limited to, a sound recording copyright owner (e.g., a record label), a musical work copyright owner (e.g., a music publisher), a performing rights organization (e.g., ASCAP, BMI, SESAC, etc.) (a “**PRO**”), a sound recording PRO (e.g., SoundExchange), any unions or guilds, and engineers, producers or other royalty participants involved in the creation of User Content.

d. You Must Have Rights to the Content You Post. You must not Post any User Content to the Site if you are not the copyright owner of or are not fully authorized to grant rights in all of the elements of the User Content you intend to Post to the Site. In addition, if you only own the rights in and to a sound recording, but not to the underlying musical works embodied in such sound recordings, then you must not Post such sound recordings to the Site unless you have all necessary rights, authorizations, and permissions with respect to such embedded musical works that grant you sufficient rights to grant the licenses to Company under these Terms. You represent and warrant that: (i) you own the User Content Posted by you on or through the Site or otherwise have the right to grant the license set forth in these Terms; (ii) the Posting and Use of your User Content on or through the Site does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person, including, but not limited to, the rights of any person visible in any of your User Content; (iii) the Posting of your User Content on the Site will not require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and (iv) the Posting of your User Content on the Site does not result in a breach of contract between you and a third party. You agree to pay all monies owing to any person as a result of Posting your User Content on the Site.

e. Specific Rules for Musical Works. If you are a composer or author of a musical work and are affiliated with a PRO, then you must notify your PRO of the royalty-free license you grant through these Terms to us. You are solely responsible for ensuring your compliance with the relevant PRO’s reporting obligations. If you have assigned your rights to a music publisher, then you must obtain the consent of such music publisher to grant the royalty-free license(s) set forth in these Terms or have

such music publisher agree to these Terms. Just because you authored a musical work (e.g., wrote a song) does not mean you have the right to grant us the licenses in these Terms.

f. Through-To-The-Audience Rights. All of the rights you grant in these Terms are provided on a through-to-the-audience basis, meaning the owners or operators of Third Party Sites will not have any separate liability to you or any other third party for User Content Posted or Used on such Third Party Site via the Site.

g. Waiver of Rights to User Content. By Posting User Content to or through the Site, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. You also waive and agree not to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any User Content you Post to or through the Site.

h. Objectionable Content. You agree not to Post any User Content to the Site that is or could be interpreted as infringing, defamatory, libelous, inaccurate, unlawful, harmful, threatening, abusive, harassing, vulgar, offensive, obscene, pornographic, objectionable, hateful, or promoting discrimination, bigotry, racism, or hatred, as Practopus may determine in its sole discretion (collectively, "**Objectionable Content**"). If you encounter any Objectionable Content on the Site, then please email Practopus at info@practopus.com. You acknowledge and agree that Practopus provides you the right to report Objectionable Content as a courtesy, and Practopus has no obligation to remove or take any other action with respect to any Objectionable Content on the Site that you report to us.

i. No Liability. For the avoidance of doubt, Practopus will not be liable for any unauthorized use of User Content by you or any third party.

5. **Intellectual Property Rights.**

a. License. Practopus hereby grants you a revocable, non-exclusive, non-transferable and non-sublicensable license to access and use the Site and any Practopus Content (defined below) thereon for your personal, non-commercial use through the functionalities available on the Site, subject to your continued compliance with these Terms, and Practopus's right to terminate your right to use the Site in its sole discretion at any time.

b. Content. Except for User Content, the content that Practopus provides to Users on the Site, including without limitation, any text, graphics, photos, software, and interactive features, is protected by copyright or other intellectual property rights and owned by Practopus or its third party licensors (collectively, the "**Practopus Content**"). You may not reproduce, create derivative works of, distribute, publicly display or perform, modify or otherwise use the Practopus Content in any manner that is not permitted by the functionalities available on the Site. Moreover, Practopus solely owns all design rights, databases and compilation and other intellectual property rights in and to the Site, in each case whether registered or unregistered, and any related goodwill.

c. Trademarks. The Practopus trademarks, service marks, and logos (the "**Practopus Trademarks**") used and displayed on the Site are Practopus's registered and unregistered trademarks or service marks. Other product and service names located on the Site may be trademarks or service marks

owned by third parties (the “**Third-Party Trademarks**,” and, collectively with the Practopus Trademarks, the “**Trademarks**”). Except as otherwise permitted by law, you may not use the Trademarks to disparage Practopus or the applicable third-party, Practopus’s or a third-party’s products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any Site without Practopus’s prior express written consent. All goodwill generated from the use of any Practopus Trademark will inure solely to Practopus’s benefit.

d. Reservation of Rights. Practopus hereby reserves all rights not expressly granted to you in this Section. Accordingly, nothing these Terms or on the Site will be construed as granting to you, by implication, estoppel, or otherwise, any additional license rights in and to the Service or any Practopus Content or Trademarks located or displayed therein.

6. **Feedback.** We appreciate hearing from our Users and welcome your comments regarding the Site. Please be advised, however, that if you send us creative ideas, suggestions, inventions, or materials (collectively, “**Feedback**”): (a) you hereby grant to us a worldwide, non-exclusive, irrevocable, perpetual, royalty-free and unlimited license to use the Feedback, whether written or oral, in any manner and media whatsoever; (b) we will not be subject to any obligation of confidentiality and will not be liable for any use or disclosure of any Feedback; and (c) we will be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

7. **Copyright Policy.**

a. General. Practopus respects the intellectual property of others. Infringing activity will not be tolerated on the Site. Practopus’s intellectual property policy is to (i) remove or disable access to material that Practopus believes in good faith, upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the Site; and (ii) remove any content made available on the Site by “repeat infringers.” Practopus considers a “repeat infringer” to be any person that has uploaded User Content or Feedback to or through the Site and for whom Practopus has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such User Content or Feedback. Practopus has discretion, however, to terminate any User’s right to use the Site after receipt of a single notification of claimed infringement or upon Practopus’s own determination.

b. Procedure for Reporting Claimed Infringement. If you believe that any content made available on or through the Site has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a “Notification of Claimed Infringement” containing the following information to the Designated Agent identified below. Practopus may share your Notification of Claimed Infringement with the User alleged to have infringed a right you own or control, and you consent to Practopus making such disclosure. Your communication must include the following:

i. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;

ii. Identification of works or materials being infringed, or, if multiple works are covered by a single notification, a representative list of such works;

iii. Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Practopus to locate the material;

iv. Information reasonably sufficient to permit Practopus to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

v. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should consult with your own lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

c. Designated Agent. Practopus's designated agent for receipt of Notifications of Claimed Infringement (the "**Designated Agent**") can be contacted by mail at 4504 Yates Rd, Beltsville, MD 20705 or by email at support@practopus.com.

d. False Notifications of Claimed Infringement and Counter Notifications. The Copyright Act provides that:

[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, shall be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [Practopus] relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.

17 U.S.C. § 512(f).

Practopus reserves the right to seek damages from any party that submits a notification under this Section 7 in violation of the law.

8. **Indemnity**. You agree to indemnify and hold Practopus, and its officers, directors, employees, agents, successors, and assigns harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected to (i) your access, use, or misuse of the Site or Practopus Content; (ii) your violation of these Terms or any law applicable to your use of the Site; or (iii) your User Content. Practopus will use reasonable efforts to notify you of any such claim, action or proceeding for which it seeks an indemnification from you upon becoming aware of it, but if Practopus is unable to communicate with you in a timely manner because of an inactive e-mail address for you, your indemnification obligation will continue notwithstanding Practopus's inability to contact you in a timely manner.

9. **Warranty Disclaimers and Release.**

a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND PRACTOPUS HEREBY DISCLAIMS ALL WARRANTIES RESPECT TO THE SITE AND ANY MATERIALS AND CONTENT (INCLUDING USER CONTENT) LOCATED THEREON, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING SENTENCE, BECAUSE PRACTOPUS MERELY PROVIDES AN ONLINE SYSTEM THAT CONNECTS TEACHERS AND STUDENTS, PRACTOPUS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT (i) WHETHER TEACHERS WILL COMPLY WITH THESE TERMS OR APPLICABLE LAW WHEN ADMINISTERING TASKS AND REWARDS ON THE SITE (INCLUDING, WITHOUT LIMITATION, BY USING THE SITE SOLELY FOR THE TEACHING PURPOSE AND/OR PROVIDING REWARDS TO STUDENTS WHO PURCHASE THEM); OR (ii) THE QUALITY, MORALITY, SAFETY OR LEGALITY OF ANY (1) TEACHER’S OR STUDENT’S ACTIVITY ON THE SITE; (2) REWARDS OFFERED ON THE SITE; OR (3) SUBMISSION MADE BY ANY STUDENT ON THE SITE. ACCORDINGLY, YOU SOLELY AND EXCLUSIVELY ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF THE SITE.

b. You agree not to hold Practopus or its officers, directors, employees, licensors, suppliers, successors or assigns (collectively, the “**Practopus Parties**”) liable to any degree in connection with any dispute that you have with any other User arising from or relating to your use of the Site (“**Disputes**”), and you hereby irrevocably release all Company Parties from any and all claims, demands, losses, liabilities, and damages, including, but not limited to, actual and consequential, of every kind and nature, whether known and unknown, arising out of or in any way connected with any Dispute, regardless of whether any Company Party becomes involved in any resolution or attempted resolution of the Dispute. Any Dispute you have with another User of the Site is to be resolved by you and such User in any forum with jurisdiction over such Dispute, and you agree to indemnify any Company Party for any costs incurred by it if you involve such party in the Dispute or any attempt to resolve such Dispute.

10. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (a) IN NO EVENT WILL ANY PRACTOPUS PARTY BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE (OR INABILITY TO ACCESS OR USE) THE SITE OR ANY MATERIALS OR CONTENT (INCLUDING USER CONTENT) AVAILABLE ON OR THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA OR OTHERWISE, WHETHER BASED IN TORT, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF EITHER PARTY IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL ANY PRACTOPUS PARTY BE LIABLE IN THE AGGREGATE TO YOU FOR ANY DAMAGES THAT EXCEED ANY AMOUNTS THAT YOU HAVE PAID TO PRACTOPUS DURING THE PRIOR THREE MONTHS.

11. **Term and Termination.**

a. Term. These Terms will be effective commencing with your first use of the Site and will remain in full force and effect throughout your use of the Site, until such time as you cease all use of the Site, subject to the Survival provisions set forth below.

b. Termination. Practopus may terminate your use of the Site or any features or functionalities of the Site at any time and for any reason, with or without notice, for conduct violating these Terms or upon Practopus's sole determination. You hereby agree to Practopus's broad right of termination. You agree that if your use of the Site is terminated pursuant to these Terms, you will not attempt to use the Site, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefor. You are free to terminate your use of the Site at any time; you can simply choose to stop visiting or using any aspect of the Site.

12. **Jurisdictional Matters**. The Site is controlled and operated by Practopus from its offices within the State of Maryland in the United States. Practopus makes no representation that materials on the Site or through the Site are appropriate or available for use in other locations. Those who choose to access or use the Site from other locations, including from outside the United States of America, do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Site from jurisdictions where the contents or practices of the Site are illegal, unauthorized or penalized is strictly prohibited.

13. **Dispute Resolution**.

a. Mandatory Arbitration. Please read this carefully. It affects your rights. THE PRACTOPUS PARTIES AND YOU AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE. Arbitration is more informal than a lawsuit heard in court. Arbitration uses a neutral arbitrator instead of a jury or judge, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit www.adr.org for more information about arbitration.

i. Commencing Arbitration. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate (a "**Notice**"), or, in the absence of a mailing address provided by you to Practopus, to you via any other method available to Practopus, including via e-mail. The Notice to Practopus should be addressed to Ben Potok, 3350 Gleneagles Dr, #1D, Silver Spring, MD, 20906, Attn: Chief Executive Officer (the "**Arbitration Notice Address**"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (the "**Demand**"). If you and Practopus do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Practopus may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (the "**Rules**"), AS MODIFIED BY THIS AGREEMENT. The Rules and AAA forms are available online at www.adr.org. If you are required to pay a filing fee to

commence an arbitration against Practopus, then Practopus will promptly reimburse you for your confirmed payment of the filing fee upon Practopus's receipt of Notice at the Arbitration Notice Address that you have commenced arbitration along with a receipt evidencing payment of the filing fee, unless your Demand is equal to or greater than \$1,000 or filed in bad faith, in which case you are solely responsible for the payment of the filing fee.

ii. Arbitration Proceeding. The arbitration shall be conducted in the English language. A single independent and impartial arbitrator shall be appointed pursuant to the Rules, as modified herein. You and Practopus agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (b) the arbitration shall not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

iii. No Class Actions. YOU AND PRACTOPUS AGREE THAT YOU AND PRACTOPUS 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, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS SECTION 13.a SHALL BE NULL AND VOID.

iv. Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator shall issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator shall be in writing and shall include a statement setting forth the reasons for the disposition of any claim. The arbitrator shall apply the laws of the State of Maryland in conducting the arbitration. You acknowledge that these Terms and your use of the Site evidence a transaction involving interstate commerce. The United States Federal Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in these Terms.

b. Choice of Law; Choice of Forum. These Terms and your use of the Site shall be governed by the substantive laws of the State of Maryland without reference to its choice or conflicts of law principles. Only if the Mandatory Arbitration clause is deemed to be null and void, then all disputes arising between you and Practopus under these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in Montgomery County, Maryland, and you and Practopus hereby submit to the personal jurisdiction and venue of these courts and waive any defense of inconvenient forum.

c. Equitable Relief. The foregoing provisions of this Dispute Resolution Section do not apply to any claim in which Practopus seeks equitable relief of any kind. You acknowledge that, in the event of a breach of these Terms by Practopus or any third party, the damage or harm, if any, caused to

you will not entitle you to seek injunctive or other equitable relief against Practopus, and your only remedy shall be for monetary damages, subject to the limitations of liability set forth in these Terms.

d. Claims. You and Practopus agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to these Terms or the Site, excluding a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

e. Improperly Filed Claims. All claims you bring against Practopus must be resolved in accordance with this Dispute Resolution Section. All claims filed or brought contrary to this Dispute Resolution Section shall be considered improperly filed. Should you file a claim contrary to this Dispute Resolution Section, Practopus may recover attorneys' fees and costs up to \$5,000, provided that Practopus has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

14. **Miscellaneous.**

a. Entire Agreement. These Terms and the Privacy Policy constitute the entire agreement between you and Practopus relating to the subject matter herein and supersede all previous and contemporaneous communications, representations, understandings and agreements, either oral or written, between you and Practopus with respect to your use of the Site. These Terms shall not be modified except in writing, signed by both parties, or by a change to these Terms made by Practopus as authorized in these Terms.

b. Waiver. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. No failure or delay on the part of Practopus in the exercise of any power or right under these Terms shall operate as a waiver thereof. No single or partial exercise of any right or power under these Terms shall operate as a waiver of such right or of any other right or power. The waiver by Practopus of a breach of any provision of these Terms shall not operate or be construed as a waiver of any other or subsequent breach of these Terms.

c. Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

d. Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Practopus without restriction. Any assignment attempted to be made by you in violation of these Terms shall be void. These Terms will be binding upon and inure to the benefit of the parties hereto, and permitted successors and assigns.

e. No Agency. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Practopus as a result of these Terms or use of the Site.

f. Survival. Sections 1.b-1.j, 2, 4-15 and any defined terms in this Agreement will survive any expiration of these Terms.

g. Headings. The heading references in these Terms are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.

h. Communication. You can contact Practopus by email at support@practopus.com by mail at Ben Potok, 4504 Yates Rd, Beltsville, MD, 20705 or by telephone at (443) 306-6880.