

Terms of Use Agreement

Pikmykid is a Comprehensive Safety Platform designed to manage the Daily Dismissal Safety and Emergency operations that keeps students safe every day, from arrival through student dismissal ("Services"). Pikmykid is both an app based and software solution. The app is available for parents on iTunes and the Google Play store. Organizations can manage requests and communicate with parents and others through the Pikmykid website. To assist you in using Pikmykid and to ensure a clear understanding of the relationship arising from your use of our services, we have created these Terms of Use (the "Terms").

TERMS OF USE

Application of Terms; Your Agreement

These Terms are a binding contract between you, Sachi Tech, Inc. (the owner of PikMyKid.com) its affiliates, subsidiaries and related companies and persons (collectively, "Pikmykid"). These terms impose legal obligations on you. Please read them carefully. By using the Services or accessing PikMyKid.com or the Pikmykid portal (collectively the "Site") you are acknowledging that you have read and understood these Terms, agree to be legally bound by them and consent to the collection and use of your information as described in our Privacy Policy.

These Terms apply to (i) schools, school districts and related entities and organization that use the Services or access the Site (each a "School"), (ii) educational professionals, school administrators, and School employees and agents who access the Site or use the Services ("Educational Professionals"), (iii) all Site visitors and users of the Services including parents, legal guardians and anyone authorized to use the Services or access the site by any of the foregoing ("Parents") (iv) and any third party or agent performing work related to the Services, such as suppliers and developers ("Developers"). For purposes of these Terms, the words "user", "you" and "your" refer to Schools, Educational Professionals, Parents and Developers. The words "we," "our," or "us" refer to Pikmykid.

You must be at least eighteen (18) years old to use our Services. By agreeing to the Terms, you represent and warrant to us that you are at least eighteen (18) years old and, that your registration and your use of the Service shall at all times comply with applicable laws and regulations. The Services and the Site are provided only in the English language.

Acceptable Use of the Services, Applications or Site

By using the Services or accessing the Site, you agree not to do any of the following:
Rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted in connection with using the Services or accessing the Site.

Impersonate any person or entity, falsely claim an affiliation with any person or entity, or misrepresent the source, identity, or content of information transmitted to or via the Services or Site, or perform any other similar or fraudulent activity;

Use the Service or access the Site for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation COPPA, the PPRA, FERPA, laws related to the protection of children, laws governing intellectual property and other proprietary rights, and data protection and privacy;

Remove, circumvent, disable, damage or otherwise interfere with (i) security-related features of the Services or Site, (ii) features that prevent or restrict use or copying of any content accessible through the Service, or (iii) features that enforce limitations on the use of the Services or Site;

Modify, adapt, translate or create derivative works based upon the Services or Site;

or Interfere with or damage operation of the Services or Site or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or disabling, overburdening or impairing the Services or Site. Seek to gain access to the Services or Site through "hacking" or any other means not expressly authorized in writing by Pikmykid.

Application License

Subject to your compliance with this Agreement, during the term of this Agreement, Pikmykid grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a single mobile device that you own or control and to run such copy of the Application solely for your own personal or internal business purposes in accordance with any documentation which may be provided by Pikmykid ("Documentation"). Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an "App Store Sourced Application"), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

Software License

Subject to your compliance with this Agreement, during the term of this Agreement, Pikmykid grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Software on a single computer that you own or control and to run such copy of the Application solely for your own personal or internal business purposes in accordance with the Documentation. At no time will Pikmykid provide you with a tangible copy of our Software. Any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, or redistribution or use on a service bureau basis.

Open Source

The Application and Software may be offered under open source licenses. There may be provisions in the open source license that expressly override some of these Terms. Except with respect to code licensed under an open source license, the Application and Software are proprietary software of Pikmykid and its licensors and you agree not to take any action or enter any agreement that would result in any contractual requirement that Pikmykid or its licensors make available to any third party the Application or Software source code.

Certain Restrictions

The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services; (b) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (c) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from the Services; (d) you shall not access Services in order to build a similar or competitive product or service; and (e) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update or other addition to Services shall be subject to this Agreement. Pikmykid, its suppliers and service providers reserve all rights not granted in this Agreement. Any unauthorized use of Services terminates the licenses granted by Pikmykid pursuant to this Agreement.

Necessary Equipment and Software

You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use Services, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing Services. Pikmykid does not warrant that the Services will be compatible or interoperable with your Device or any other piece of hardware, software, equipment or device installed on or used in connection with your Device. Furthermore, you acknowledge that compatibility and interoperability problems can cause the performance of your Device to diminish or fail completely, and may result in permanent damage to your Device, loss of the data located on your Device, and corruption of the software and files located on your Device. you acknowledge and agree that the Pikmykid Parties (as defined below) shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

Configuration of Services

You are responsible for making sure that the Services and Site are configured correctly. If you ever suspect that something is not working properly, please let us know. If you have trouble using the Services or Site, or if you are not sure whether you have transmitted or received the right information, it is your responsibility to check. For Parents, it is important to make sure that the Organization has the correct information about your child's pick-up and emergency contacts. For Educational Professionals, it is important to confirm that the student dismissal information generated by the Services or Site is correct, and to update emergency information and contact groups as necessary to ensure that the Emergency alert Services work properly. By using the Services, you agree to regularly check and update your data and connections, and to download the latest emergency plan. If you turn off some or all notifications, you will not receive important messages and alerts during an emergency. You understand the correct configuration for the services to work as intended. If at any time, you suspect or are concerned that the Services or Site are not working properly, IT IS YOUR RESPONSIBILITY TO CONFIRM THE CORRECT CONTACT DETAILS AND PICK UP INFORMATION WITH THE PARENTS/SCHOOL AS THE CASE MAY BE.

Accounts and Security

In order to use our Services, you will need to create an account. It is your responsibility to keep your account information, including your username and password, confidential. Any activity that occurs under your account due to your failure to do so is your responsibility. If you suspect unauthorized use of your account or a security breach, please notify us immediately. If you do not keep your account information secure, you may be held liable for any losses. We reserve the right to terminate, suspend or restrict your access to your account at any time, including for violation of these terms. If your

account is terminated, any content associated with it will also be destroyed. You are not allowed to transfer your account to anyone without our permission. Any violations of these terms may result in immediate termination of your account, loss of access to our Services, and legal consequences. You are only allowed to have one account at a time. If you have been removed or banned from our Services before, you are not allowed to create a new account or use our Services again.

Updates

You understand that the Services are constantly changing. To ensure that the Services work properly, you must use the latest version of the Application and/or Software. You agree to regularly check for, download, and install updates to the Application and/or Software.

Feedback

By submitting any ideas, suggestions, documents, or proposals to Pikmykid ("Feedback"), you accept that you are doing so at your own risk and that Pikmykid is under no obligation, including a confidentiality obligation, with respect to such Feedback. You guarantee that you have all the necessary rights to submit the Feedback. You give Pikmykid a fully paid, royalty-free, permanent, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any way, all Feedback and sublicense the aforementioned rights in connection with the operation and maintenance of the Services.

Family Educational Rights and Privacy Act

Certain information users provide to Pikmykid about students may be considered an education record ("Education Record") under the Family Educational Rights and Privacy Act ("FERPA"). Additionally, certain information users provide to Pikmykid about a student, such as student name and grade level, may be considered directory information under FERPA ("Directory Information") and thus not an Education Record. An Organization may not generally disclose personally identifiable information from a student's records without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA such as the Directory Information exemption (as defined by FERPA).

To the extent you provide information subject to FERPA, you represent, warrant and covenant to Pikmykid that you have fully complied with all FERPA requirements including, without limitation, obtaining all necessary written consents to share the

information with Pikmykid for use by Pikmykid to the fullest extent necessary to provide the Services.

Unless permitted by FERPA or an applicable exemption, Pikmykid will never share an Education Record with third parties except as directed by a user or to our service providers that are necessary for us to provide the Services.

Pikmykid may use de-identified Education Records for product development, research or other purposes ("De-Identified Data"). Pikmykid agrees not to attempt to re-identify the De-Identified Data and not to transfer the De-Identified Data to a third party unless that party agrees not to attempt re-identification.

Children's Online Privacy and Protection Act

The Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain clear and verifiable parental consent before collecting personal information from children under 13. Pikmykid does not and will not knowingly collect any information from children under the age of 13. To the extent you provide information related to a child under the age of 13, you are solely responsible for complying with COPPA and you represent and warrant that you have fully complied with COPPA by, among other things, receiving the appropriate consent from parents and/or having the requisite authority to provide such information to Pikmykid, and for us to collect such information.

Intellectual Property Rights

The information and content of the Services and the Site, including but not limited to: software, artwork, text, video, audio, copy, graphics, images, logos and other information, other than content provided by Users and advertisers, is owned or licensed by Pikmykid and is protected by copyright and other intellectual property laws under both United States and foreign laws. Any use of the information and the content of the Services or Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws. All rights not expressly granted herein are reserved to Pikmykid. Users and any other content providers are responsible for obtaining the appropriate permissions and rights for posting any content to the Site and agree to indemnify, hold harmless and defend Pikmykid for any claims, demands and judgments that arise out of a violation of this paragraph.

Links to Third Party Sites

We may provide links to third-party websites. Pikmykid is not responsible for the content of linked third-party sites or third-party advertisements and does not make any representations regarding their content or accuracy. We provide these links as a

convenience only, and a link does not imply our endorsement of, sponsorship of, or affiliation with the linked site. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites.

Assumption of Risk

While using the Services or accessing the Site from a mobile device, please be aware of your surroundings and exercise reasonable judgment. You agree that your use of the Services and accessing the Site is at your own risk, and it is your responsibility to maintain such health, liability, hazard, personal injury, medical, life, and other insurance policies as you deem reasonably necessary for any injuries that you may incur while using the Services or accessing the Site. It is strictly forbidden to use the Services or access the Site while driving. While using a vehicle, you may only access the Site or use the Services after you have stopped your vehicle in an appropriate location permitted by law. If you are accessing the Site or using the Services in an area where there is traffic or other potentially dangerous conditions, stop and stand in a safe place and remain stationary until you are no longer accessing the Site or using the Services.

Pikmykid may, but shall not be obligated to, provide an emergency notification platform as part of the Emergency Alert Services ("EAS"). You must not rely on the EAS as a means to communicate information to emergency service providers, such as the fire department, emergency medical personnel and law enforcement. EAS is not a substitute for using 911 or any other emergency communication service. In the event of an emergency, you should dial 911 or directly contact emergency services.

IMPORTANT— THE SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO SUBSTITUTE FOR PUBLIC EMERGENCY RESPONSE SYSTEMS. IN THE EVENT OF AN EMERGENCY, PLEASE CALL 911.

Additional Terms

If you are a Parent setting up an account to communicate with a Pikmykid Organization about your student (including friends or family members who download the app with an invitation from a Parent):

You will only use the mobile application with your own registered account and communicate with your Organization upon your arrival or scheduled changes for your students.

The Services allow you to register and create an account and invite friends and family via text messages and emails. If you invite other users to join your emergency contacts, you will obtain the prior express written consent of each person before sending them an

invitation and/or adding them to receive messages from Pikmykid on behalf of the Organization or from you.

If you are a Organization:

You will only allow current Education Professionals to access their own accounts. BEFORE CREATING ACCOUNTS FOR THESE INDIVIDUALS AND PROVIDING THEIR PERSONAL INFORMATION TO THE SERVICES, YOU AGREE THAT YOU WILL OBTAIN THE EXPRESS WRITTEN CONSENT OF EACH EDUCATION PROFESSIONAL TO PROVIDE THEIR PERSONAL INFORMATION TO THE SERVICES AND FOR THE SERVICES TO USE THIS INFORMATION TO SEND EMAIL AND SMS AUDIO AND TEXT MESSAGES, INCLUDING THROUGH THE USE OF AUTOMATIC TELEPHONE DIALING SYSTEMS OR OTHER AUTOMATED TECHNOLOGY. You are responsible for keeping the contact information of your Education Professionals up to date and accurate on the Services, including promptly updating any phone number changes.

Upon termination of any Education Professional with the Organization or change of job functionality in such Organization such that such individual's job function no longer requires use of the Services, you must require such individual to stop using the Services on behalf of your Organization. If at any time you learn that a user of the Services claims to be affiliated with your Organization but is not, or is using the Services in violation of this Agreement, you must notify us immediately by emailing success@pikmykid.com

Consent to Receive Messages from Pikmykid

By opting your mobile phone number into the services, you give us permission to use it to call or send you SMS audio and text messages in connection with the Services, including through the use of automatic telephone dialing systems or other automated communication technology. Pikmykid will not charge you for these calls or texts, but Msg&data rates may apply.

To stop receiving SMS audio and text messages from the Services, you can remove your mobile phone number from your account or you can opt-out by replying STOP.

SMS Terms and Conditions

By subscribing to Parent Alerts SMS notifications, you agree to receive recurring messages at the phone number provided. You will receive text alerts about events, student absences, schedule changes, student drop off, and student pickup. Msg&data rates may apply. Message frequency varies.

You can opt-out of receiving messages at any time by replying STOP.

For help, please reply with HELP or contact 813-649-8028 or support@pikmykid.com.

Carriers are not liable for any delayed or undelivered messages.

The following Operators at a minimum are supported: Verizon Wireless, AT&T, Sprint, T-Mobile®, Boost, Virgin Mobile USA & Metro PCS and U.S. Cellular.

Content

In the course of using the Services, you and other users may provide information which may be used by Pikmykid in connection with the Services and which may be visible to certain other users. All materials, information, photos, videos, or other content ("Content") that a user posts, transmits, or otherwise makes available on the Services is such user's "User Submission."

Pikmykid does not claim ownership of your User Submissions. However, when you post or publish Content on or in the Services, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display your User Submission (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in your User Submission.

Subject to any applicable account settings that you select, you grant Pikmykid a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive, and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, your User Submission (in whole or in part) for the purposes of operating and providing the Services to you and to our other users. Please remember that other users may search for, see, use, modify and reproduce any of your User Submissions that you submit to any "public" area of the Services. You warrant that the holder of any worldwide intellectual property right, including moral rights, in your User Submission, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Pikmykid, are responsible for all of your User Submissions that you make available on or in the Services.

Interactions with Other Users

Unless you have obtained prior written consent from Pikmykid, you may not use the Services to transmit any content or messages, including without limitation email, text or audio SMS messages, for any advertising purpose or to solicit others to purchase, lease, rent or invest in any property, goods or services.

You are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services; provided, however, that Pikmykid reserves the right, but has no obligation, to intercede in disputes between users. You agree that Pikmykid will not be responsible for any liability incurred as the result of such interactions.

The Services contain Content provided by other users. Pikmykid is not responsible for and does not control User Submissions. Pikmykid has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Submissions. You use all User Submissions and interact with other users at your own risk.

Pikmykid cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. You should make whatever investigation you believe is necessary or appropriate before proceeding with any online or offline transaction with any other user. You agree that Pikmykid will not be responsible or liable for any loss or damage of any sort incurred as the result of any interactions you may have with other users, whether online or offline.

YOU ACKNOWLEDGE AND AGREE THAT PIKMYKID, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, RESELLERS AND LICENSORS (COLLECTIVELY, THE "PIKMYKID PARTIES") ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD PIKMYKID PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT PIKMYKID DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES.

Monitoring and Investigation

Pikmykid may, but is not obligated to, monitor, or review the Services at any time. Without limiting the foregoing, Pikmykid shall have the right, in its sole discretion, to remove any of your User Submissions for any reason (or no reason), including if such Content violates this Agreement or any applicable law. Although Pikmykid does not generally monitor user activity occurring in connection with the Services, if Pikmykid becomes aware of any possible violations by you of any provision of the Terms, Pikmykid reserves the right to investigate such violations, and Pikmykid may, at its sole discretion, immediately terminate your license to use the Services, or change, alter or remove your User Submission, in whole or in part, without prior notice to you.

User Conduct

You warrant, represent, and agree that you will not contribute any Content or otherwise use (or encourage any third party to use) the Services in a manner that:

- infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party;
- violates any law, statute, ordinance or regulation;
- is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable as determined by Pikmykid in its sole discretion;
- jeopardizes the security of your account in any way, such as allowing someone else access to your account or password;
- attempts, in any manner, to obtain the password, account, or other security information from any other user;
- violates the security of any computer network, or cracks any passwords or security encryption codes;
- runs Maillist, Listserv, any form of auto-responder or “spam” on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure);
- constitutes advertising or solicitation of others to purchase, rent or invest in property, goods or services, or otherwise involves commercial activities and/or sales without Pikmykid’s prior written consent, such as contests, sweepstakes, barter, or pyramid schemes;
- impersonates any other person or entity, including any employee or representative of Pikmykid;
- interferes with or attempts to interfere with the proper functioning of the Services or uses the Services in a way that is not expressly permitted by this Agreement; or
- otherwise violates this Agreement.

Indemnity

You agree to defend, indemnify, and hold harmless Pikmykid and its officers, directors, employees, and agents from and against any and all claims, damages, obligations losses, demands, liabilities, costs and expenses (including but not limited to attorney’s fees) resulting from, related to, or arising out of (i) your violation of these Terms and (ii) your use of the Services.

Warranty Disclaimer

THE SERVICES AND SITE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. PIKMYKID AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SPECIFICALLY

(BUT WITHOUT LIMITATION) DISCLAIM (i) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (ii) ANY WARRANTIES ARISING OUT OF COURSE-OF-DEALING, USAGE, OR TRADE; (iii) ANY WARRANTIES THAT THE INFORMATION OR RESULTS PROVIDED IN, OR THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR SITE WILL MEET YOUR REQUIREMENTS OR BE ACCURATE, RELIABLE, COMPLETE, OR UP-TO-DATE; AND (iv) ANY WARRANTIES THAT THE SERVICES OR SITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOUR USE OF OR ACCESS TO THE SERVICES OR SITE IS DONE AT YOUR OWN DISCRETION AND RISK.

PIKMYKID TAKES REASONABLE MEASURES TO ENSURE THAT PERSONALLY IDENTIFIABLE INFORMATION OF PARENTS AND STUDENTS IS NOT DISCLOSED, EXCEPT TO SCHOOLS AND EDUCATIONAL PROFESSIONALS, SO THAT THEY MAY USE THE SERVICES. PIKMYKID CANNOT AND DOES NOT, HOWEVER, GUARANTEE THAT THE PERSONAL INFORMATION ENTERED BY PARENTS WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS. PARENTS AGREE NOT TO HOLD PIKMYKID/LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS A RESULT OF ANY SUCH MISAPPROPRIATION, INTERCEPTION, DELETION, DESTRUCTION OR USE OF INFORMATION PROVIDED THROUGH PIKMYKID.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN SOME CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL PIKMYKID OR ITS EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF WE HAVE BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. OUR AGGREGATE TOTAL CUMULATIVE LIABILITY TO YOU OR ANYONE ELSE FOR ANY LOSS OR DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES) RESULTING FOR CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (I) \$100 OR (II) THE AMOUNTS ACTUALLY PAID BY YOU TO PIKMYKID, IN CONNECTION WITH YOUR USE OF THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, PRORATED FOR ANY PARTIAL PERIOD YOU USE THE SERVICES AND/OR FOR ACTUAL SERVICES USED BY THE PLAINTIFF OR DEFENDANT IN THE CLAIM, AS APPROPRIATE, AND NOT THEIR PARENT, AFFILIATES, OR SUBSIDIARIES. THIS LIMITATION OF LIABILITY REFLECTS AN ALLOCATION OF RISK BETWEEN YOU AND PIKMYKID.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY IN SOME CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Modifications

We may modify these Terms from time to time and such modifications shall immediately take effect upon posting to the Site. If you do not agree with any changes to these Terms, you may terminate your account and stop using the Services. Your continued use of the Site or Services indicates that you have read, understood and agreed to the current version of these Terms.

Pikmykid reserves the right in its sole discretion to review, improve, modify, shut down, or discontinue, temporarily or permanently, the Services or Site.

General

The rights, obligations and duties contained herein shall survive the termination or modification of these Terms and shall survive even after you no longer continue to use Pikmykid.

Pikmykid may assign its rights and obligations pursuant to these Terms without prior notice to or consent from you. You, however, may not assign your rights or obligations pursuant to these Terms.

This Agreement shall be deemed to have been made in, and shall be interpreted, construed, and governed by the laws of the State of Florida.

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Term and Termination

This Agreement will remain in full force and effect while you use the Services. You may terminate your use of the Services or your account at any time by uninstalling the Application and/or Software. Pikmykid may disable or terminate your access to the Services or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the forfeiture of all information associated with your account.

If you are an Organization that has entered into a written license agreement to use the application, the term of the written agreement is stated in that agreement. For any termination of the agreement by the Organization other than a termination for good cause (as defined below), the balance of all remaining fees relating to the unexpired term of the agreement will be immediately due and payable.

Good cause exists when Pikmykid commits a material breach of the agreement and, in the case of a material breach capable of being cured, fails to cure that breach within thirty (30) days after the receipt of a request in writing to cure such breach.

If you are an Organization that has entered into a written license agreement ("agreement") to use the application, you must provide written notice at least 60 days before the expiration of the initial term, and any subsequent renewal term, as to your intention to modify or terminate your Services. To terminate your Services, you must submit a disconnection request to support@Pikmykid.com. With proper notice, you may: a) enter into a new agreement effective on the first day after the expiration of the existing agreement; or b) cancel the existing agreement upon its expiration date and terminate your Services. If you fail to notify us of your intentions, the agreement will automatically renew at the same initial rates and for the same length of term as the expiring agreement.

If you are an Education Professional or authorized user for an Organization that has entered into an Application License Agreement with Pikmykid, this Agreement and your license to use the Application and Software and your right to use the Services, shall immediately terminate upon the earlier of the termination of the Application License Agreement, your termination of employment with such Organization, or your change of job functionality in such Organization such that your job function no longer requires use of the Services. If the license to your Organization is suspended for any reason, Pikmykid reserves the right to suspend your account for the period in which the Organization's license is suspended.

If we become aware of any possible violations by you of this Agreement, we reserve the right to investigate such violations. In the event that we determine, in our sole discretion, that you have breached any portion of this Agreement, or have otherwise demonstrated inappropriate conduct, we reserve the right to (i) warn you via e-mail (to any e-mail address you have provided to us) that you have violated this Agreement; (ii) notify and/or fully cooperate with the proper law enforcement authorities for further action; and/or (iii) pursue any other action which we deem to be appropriate. If, as a result of the investigation, we believe that illegal activity has occurred, we reserve the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. We are entitled, except to the extent prohibited by applicable law, to disclose any data, content, or other information on or in the Services in our possession in connection with your use of the Services, to (i) comply with applicable laws, legal

process or governmental request; (ii) enforce this Agreement; (iii) respond to your requests for customer service; or (iv) protect the rights, property or personal safety of Pikmykid, its users or the public, and to comply with the requests of all law enforcement or other government officials, as we in our sole discretion believe to be necessary or appropriate. We reserve the right, in our sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you. You agree that all terminations shall be made in our sole discretion and that we shall not be liable to you or any third-party for enforcing this provision.

Upon termination of your account, your license to the Application and Software and right to use the Services will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, will survive termination, including, without limitation, ownership provisions, indemnity obligations, warranty disclaimers, and limitations of liability.

Choice of Law

This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Florida consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Arbitration

Please read this Arbitration Provision carefully. It is part of your Agreement with Pikmykid and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

a) **Applicability of Arbitration Provision.** All claims and disputes (excluding claims for emergency injunctive or other equitable relief as set forth below) in connection with the Agreement or the use of any Pikmykid Services that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Provision. This Arbitration Provision applies to you and the Pikmykid Parties and their respective predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of the Services provided by Pikmykid.

b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party has the option to first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Pikmykid should be sent to: Pikmykid, Inc., 5005 W Laurel

Street, Ste 204, Tampa, Florida. After the Notice is received, you and Pikmykid may attempt to resolve the claim or dispute informally.

c) **Arbitration Rules.** Arbitration shall be initiated through JAMS, an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If JAMS is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Agreement. Copies of the JAMS Arbitration Rules, instructions on how to initiate a JAMS arbitration demand and a list of JAMS resolution center locations are available on the JAMS website at <http://www.jamsadr.com/> or by calling 800-352-5267. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes in which the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in Tampa, Florida, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Payment of all filing, administration and arbitrator fees will be governed by the JAMS rules.

d) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Pikmykid, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award individualized monetary damages, and to grant any individualized non-monetary remedy or relief available to an individual under applicable law. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Pikmykid.

e) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Provision. Arbitration procedures are typically more limited than proceedings in a court and are subject to very limited review by a court.

f) **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION PROVISION MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything in this Arbitration Provision to the contrary, in the event that this subsection is deemed invalid or unenforceable neither you nor Pikmykid are entitled to arbitration and instead claims and disputes shall be resolved in a federal or state court servicing Hillsborough County, Florida.

g) **Severability.** If any part or parts of this Arbitration Provision other than Subsection (f) above are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Provision shall continue in full force and effect.

h) **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Provision may be waived in writing by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Provision.

i) **Survival of Agreement.** This Arbitration Provision will survive the termination of your relationship with Pikmykid.

j) **Small Claims Court.** Notwithstanding the foregoing, either you or Pikmykid may bring an individual action in small claims court.

k) **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Provision.

l) **Courts.** In any circumstances where the foregoing Arbitration Provision permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the federal and state courts servicing Hillsborough County, Florida for such purpose.

m) **Material Change.** Notwithstanding any term to the contrary, in the event Pikmykid makes a material change to the Arbitration Provision in the future, such change will not apply to any dispute about which you had already given notice to Pikmykid at the time the change takes effect.

International Users

The Services can be accessed from countries around the world and may contain references to Services that are not available in your country. These references do not imply that Pikmykid intends to introduce such Services in your country. Pikmykid makes

no representations that the Services are appropriate or available for use in other locations other than the United States of America. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

Notice

For all instances in which Pikmykid requires you to provide an e-mail address, you are responsible for providing Pikmykid with your most current e-mail address. In the event that the e-mail address you provide to Pikmykid is not valid, or for any reason is not capable of delivering to you any notices required/permitted by this Agreement, Pikmykid's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Pikmykid at the following address: Pikmykid, Inc., 5005 W. Laurel Street, Ste 204, Tampa, Florida 33607. Such notice shall be deemed given when received by Pikmykid by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

Force Majeure

Pikmykid shall not lose any rights hereunder or be liable to you for damages or losses on account of failure of performance by Pikmykid if the failure is the result of an Act of God (e.g., fire, flood, inclement weather, epidemic, or earthquake) war or act of terrorism, including without limitation, chemical or biological warfare, labor dispute, lockout, strike, embargo; governmental acts, orders, or restrictions; failure of suppliers or third persons; power or Internet outage; mechanical, electronic or communications failure or degradation (including "line-noise" interference); or any other reason where failure to perform is beyond the Pikmykid's reasonable control.

Export Control

You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or

technology provided by Pikmykid are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer any products, services or technology provided by Pikmykid, either directly or indirectly, to any country in violation of such laws and regulations.

Miscellaneous

The failure of either party to exercise, in any respect, any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. You may not assign, transfer, subcontract, delegate, or sublicense this Agreement except with Pikmykid's prior written consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Services will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and you do not have any authority of any kind to bind Pikmykid in any way whatsoever.

No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Cookies Policy

Like many websites, we use cookies and similar technologies to collect additional website usage data and to improve our Services. A cookie is a small data file that is transferred to your computer or mobile device. We may use both session cookies and persistent cookies to better understand how you interact with our Services, to remember your preferences and information, to process requests, to provide third-party advertising, to monitor aggregate usage by our users and web traffic routing on our Services, and to customize and improve our Services. For the most part, you can choose whether or not to allow websites like ours to use cookies. You can modify your settings in most web browsers to accept or deny cookies or to request your permission each time a site attempts to set a cookie. However, some Services may not function properly if you disable cookies.

Use can Block or Eliminate cookies

You can allow, eliminate, or block cookies in your computer's configuration settings according the internet browser you are using. In certain cases, some web services will be blocked when certain cookies are not allowed to operate correctly or when they are blocked by the consumer.

These links explain how to deactivate or block cookies in common web browsers:

– Internet Explorer: <http://windows.microsoft.com/en-us/windows-vista/block-or-allow-cookies>

– Safari: <https://support.apple.com/en-us/HT201265>

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Chrome:

<https://support.google.com/chrome/answer/95647?co=GENIE.Platform%3DDesktop&hl=en>

– Firefox: <https://support.mozilla.org/en-US/kb/delete-cookies-remove-info-websites-stored>

– Opera: <http://www.opera.com/help/tutorials/security/cookies/>

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Android:

<https://support.google.com/chrome/answer/95647?co=GENIE.Platform%3DAndroid&hl=en-GB&oco=1>

– Windows Phone: <http://windows.microsoft.com/en-us/windows7/block-enable-or-allow-cookies>

Special Provisions Related to the European Economic Area

The European Union recently implemented the EU General Data Protection Regulation ("GDPR"), which applies to the collection and use of personal data (as defined by the GDPR) of individuals within the European Economic Area. Pikmykid is committed to collecting and using the personal data of individuals within the European Economic Area in full compliance with the GDPR if and when it applies.

We process your personal data on the basis of your consent. If you are an individual covered by the GDPR, you have the right to update your personal data if it is incorrect or out of date. You also have the right to withdraw your consent at any time and to request access to, and a copy of, any personal data we hold about you. You also may request that we delete your personal data from our systems, but keep in mind that some residual information may remain in our systems such as in backup databases, access logs and other records. The GDPR permits us to retain personal data under certain circumstances, such as when we are required to do so to meet a legal obligation.

When we transfer your personal data across geographic borders, we are committed to doing so in a manner that meets the GDPR's requirements for adequate security and appropriate safeguards, such as putting agreements in place with third parties to protect your personal data.

If you wish to exercise any of the foregoing rights, please email support@pikmykid.com with your request. We try to answer all emails promptly and endeavor to provide a response within the time periods required by applicable law. If you are an individual within the European Economic Area, you may make a complaint to a supervisory body for data protection matters (e.g., the National Data Protection Authority) or seek a remedy in your local courts if you believe your rights have been breached.