

**Verite Terms of Use**  
**Effective Date: June 25, 2015**

Verite Educational Systems, Inc. (“**VES**” or “**we**” or “**us**” or “**our**”) offers an application and supporting technology to help teachers and parents set Internet boundaries for students and reduce distractions on student devices. VES offers certain content and services including our website available at [www.net-ref.com](http://www.net-ref.com) (the “**Website**”) and the NetRef Software (the “**Application**”) (collectively, the “**Services**”). The Services include, without limitation, any services used or received by you from VES through the Website and Application. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR SERVICES.

**1. Acceptance of Terms**

THESE TERMS OF USE, AS AMENDED FROM TIME TO TIME, AND AS INCORPORATING THE PRIVACY POLICY (COLLECTIVELY, “**TERMS OF USE**”), ARE A LEGAL AGREEMENT BETWEEN VES AND YOU (“**YOU**” or “**YOUR**”).

By accessing and/or using any Services or downloading, installing or using any Application, you are agreeing to these Terms of Use and all terms, conditions and notices contained or referenced herein. These Terms of Use will remain in full force and effect while you continue to use our Services. If you do not agree to these Terms of Use, please do not use our Services.

**2. Eligibility**

We do not use the Services to knowingly solicit data from or market to children under the age of 13 without parental consent. If you are under the age of 13, please do not send us your information but rather ask a parent, teacher, or guardian to contact us for you. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should contact us at [privacy@net-ref.com](mailto:privacy@net-ref.com). We will delete such information from our files within a reasonable time, not to exceed one week.

**3. Use of Services**

Provided that you comply with these Terms of Use, VES grants you a limited, revocable, nonexclusive, nonassignable, nonsublicensable license and right to access the Services, through a generally available web browser or mobile device, to view information and use the Services offered by VES.

You represent, warrant and covenant that that you (i) shall provide accurate, complete and up-to-date information as prompted by our Service and in the registration process; (ii) shall maintain and update information submitted to VES as appropriate; and (iii) are not currently restricted from using the Service.

VES RESERVES THE RIGHT TO TERMINATE OR SUSPEND YOUR ACCESS TO THE SERVICES AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE TO YOU. VES ALSO RESERVES THE RIGHT TO CHANGE OR DISCONTINUE ANY SERVICE OR FEATURE PROVIDED BY VES, AT ANY TIME IN ITS SOLE DISCRETION AND WITHOUT NOTICE. YOU AGREE THAT VES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY SUCH TERMINATION, SUSPENSION, CHANGE OR DISCONTINUANCE.

You may not, under any circumstances, use the Services in any manner: (i) that is unlawful; (ii) that could damage, disable, overburden, or impair any VES server or the network(s) connected to any VES server; (iii) that could interfere with any other party's use and enjoyment of the Services; (iv) that gains or attempts to gain unauthorized access to any Services, unpublished information or material, or computer systems and/or networks connected to any VES server, or to any of the Services; (v) that collects or aggregates information regarding other users' actions relating to the Services; or (vi) that reverse engineers, decompiles, disassembles or attempts to reverse engineer, decompile, or disassemble any part of the Services.

#### **4. VES Proprietary Rights**

“*Content*” shall mean including, without limitation, data, images, drawings, photographs, video, audio, text, content, messages, profiles and any and all other material and information you see on the Website or available through the Services, whether provided by VES or third parties.

VES owns and retains all right, title and interest in the Services and that you have no intellectual property rights or other rights in the Services except as expressly granted in these Terms of Use. You acknowledge that the Website, Services and Content are protected by copyrights, trademarks and other proprietary rights owned by VES, and/or its licensors, including, without limitation, rights to the selection, coordination, arrangement and enhancement of Content. No Content, or any other information obtained from the Services, may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted or sold in any form or by any means, in whole or in part, without VES' prior written permission.

The Application, including all algorithms, formulae, features and processes embodied therein, is owned by VES. You shall not remove, alter, cover or distort any trademark, trade name, copyright, or other proprietary rights notices, legends or symbols or labels appearing on or in the Application.

#### **5. Charges and Billing**

You agree to pay all fees or charges incurred by Your account, including applicable taxes, in accordance with these Terms of Use and the billing terms that are in effect at the time that the fee or charge becomes payable. Unless otherwise indicated, all prices are in US Dollars. You represent to VES that you are an authorized user or an authorized user of the chosen method of payment used to pay all fees You incur plus all applicable taxes.

#### **6. Termination & Survival**

These Terms of Use are effective until terminated. Without prejudice to VES' other rights hereunder, if you breach these Terms of Use in any way, then VES may take such action as appropriate to deal with the breach, including suspending your access to our Services, prohibiting you from accessing our Services, blocking computers using your IP address from accessing our Services, contacting your internet service provider to request that they block your access to our Services and/or bringing court proceedings against you. VES may terminate these Terms of Use immediately without advance notice to you.

You may terminate these Terms of Use any time by ceasing to use the Services and sending an email stating your intention to terminate these Terms of Use to VES at: [info@net-ref.com](mailto:info@net-ref.com) with the subject line “Account Termination”. Such termination will not be effective until acknowledged by VES but not more

than twenty (20) business days after sending such termination email. Upon termination of your Account, you will lose access to the Services.

The provisions of Sections 4 (VES Proprietary Rights), 5 (Charges and Billing), 6 (Termination & Survival), 8 (Jurisdiction and Choice of Law), 9 (Disclaimer of Warranty), 10 (Limitation of Liability), 11 (Indemnification), 14 (Notices), and 15 (Miscellaneous) shall survive any termination of these Terms of Use.

## **7. Geographic Limitations**

VES is controlled and operated from its facilities in the United States. Unless otherwise explicitly stated, all materials available through our Services are solely directed to individuals, companies, or other entities located in the United States. Those who choose to access the Services from locations outside of the United States do so on their own initiative contrary to the terms of these Terms of Use, and are responsible for compliance with local laws if and to the extent local laws are applicable.

## **8. Jurisdiction and Choice of Law**

These Terms of Use, and any disputes arising from or relating to the conduct covered by the Terms of Use, are governed by the laws of the Virginia. VES and you shall submit to the personal and exclusive jurisdiction of the courts located in Loudoun County, Virginia, without regards to any principles of conflicts of laws and the United Nations Convention on Contracts for the International Sale of Goods.

## **9. Disclaimer of Warranty**

YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, EXCEPT TO THE EXTENT SUCH WARRANTIES OR CONDITIONS ARE LEGALLY INCAPABLE OF EXCLUSION.

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES AND YOUR RELIANCE THEREON.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AND AS A CONSEQUENCE SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

## **10. Limitation of Liability**

YOUR USE OF THE SERVICES ARE ENTIRELY AT YOUR OWN RISK. YOU ASSUME THE ENTIRE RISK OF LOSS AND DAMAGE DUE TO YOUR USE OF THE SERVICES.

VES AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, DISTRIBUTORS, SUBCONTRACTORS, SUBLICENSEES AND AGENTS (THE "**VES PARTIES**") SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS, GOODWILL, USE, DATA

OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THE SERVICES, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES, OR INTERACTIONS WITH VES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

IN NO CASE SHALL THE LIABILITY OF THE NETREF PARTIES TO YOU EXCEED THE AMOUNT THAT YOU PAID TO VES DURING THE PRIOR ONE (1) YEAR PERIOD FOR THE APPLICABLE SERVICES GIVING RISE TO ANY SUCH LIABILITY.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF THE VES PARTIES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **11. Indemnification**

You agree to defend, indemnify and hold harmless VES and its directors, officers, employees, agents, shareholders, licensors, parent companies, affiliates and representatives, from and against all claims, damages, obligations, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees) arising out of: (i) your use of, access to, or activities in connection with the Services, including without limitation any data or content transmitted or received by you through the Services; (ii) any violation of these Terms of Use by you including without limitation any breach of any of the representations and warranties herein; (iii) any allegation that any information or materials that you create through the Services infringe or otherwise violate the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party; (iv) your violation of any third-party right, including without limitation any right of privacy or intellectual property right; or (v) your violation of any applicable law, rule or regulation.

#### **12. Privacy Policy**

You understand that any information provided by you or collected by VES in connection with your use of the Services will be used in the manner described in these Terms of Use and in VES' Privacy Policy, such privacy policy (the "**Privacy Policy**") being incorporated into and made a part of these Terms of Use by this reference. If you do not agree to the Privacy Policy you may not use the Services.

#### **13. Links to Third Party Sites**

The Service may contain links to third party websites and services not operated by us ("**Linked Sites**"). These Linked Sites are not controlled by VES. The Linked Sites are provided as a service and do not imply any endorsement of the activities or content of these sites, nor any association with their operators. VES is not responsible for the terms of use or practices of any third party including, without limitation, websites directly linked to our Services. We encourage you to be aware of when you leave our Service and to review the terms of any third party site that you link from VES. These Terms of Use apply solely to VES and our Services.

#### **14. Updates to VES' Terms of Use**

From time to time, VES may update these Terms of Use to reflect feedback from our users, modifications to our Services or changes to our policy. If there are material changes to these Terms of Use or how VES operates, we will prominently post the changes. All such changes will be effective immediately upon posting. We encourage you to review these Terms of Use occasionally to ensure that you are familiar with VES' current practices. If you are dissatisfied with any modification to the Terms of Use, your only remedy is to terminate your use of the Service, as described in Section 6 (Termination & Survival) of these Terms of Use. Your continued use of the Service after a change or update has been made to the Terms of Use constitutes your acceptance of such change or update.

#### **15. Miscellaneous**

(i) Entire Agreement: These Terms of Use, including without limitation the documents expressly incorporated by reference, constitute the entire agreement between you and VES with respect to its subject matter. These Terms of Use supersede all prior or contemporaneous communications, whether electronic, oral or written, between you and VES with respect to its subject matter and you represent that you have not relied on any such communications in accepting these Terms of Use.

(ii) Severability: If any provision of these Terms of Use is determined by any court or other competent authority to be unlawful and/or unenforceable, then the unlawful and/or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the other provisions will continue in effect.

(iii) Assignment: VES may assign VES' rights and/or obligations under these Terms of Use, in whole or in part, at any time and without notifying you or obtaining your consent. You may not assign, transfer or sublicense these Terms of Use or any or all of your rights or obligations hereunder.

(iv) Waiver: No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

(v) Headings: The paragraph and section headings, captions and titles provided herein are for convenience only and shall have no effect on the meaning of the provision.

(vi) Notices: VES will provide notices to you (including notice of changes to the Services) by displaying such notices or providing links to such notices on our website. Without limitation, you agree that a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **16. Contact VES**

If you have any questions regarding these Terms of Use, you can contact us at:

- By email to [info@net-ref.com](mailto:info@net-ref.com); or
- By U.S. Mail post to: Verite Educational Systems, Inc.  
45240 Business Court  
Suite 200  
Dulles, VA 20166

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