

Thank you for purchasing the SmartlyU Program (“Program”). Please review these Terms and Conditions (“Agreement”) carefully. This Agreement is a legal agreement between you and SmartlyU Corporation (“SmartlyU”). By electronically accepting (for example, clicking “I Agree”), accessing or using the Program, you agree to these terms. If you do not agree to this Agreement, then you may not use the Program.

1. The Program is protected by copyright, trade secret and other intellectual property laws. You are only granted the right to use the Program and only for your own personal use. SmartlyU reserves and retains all other rights in the Program. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, SmartlyU grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Program.
2. You agree not to use, nor permit any third party to use, the Program of the content in a manner that violates any applicable law, regulation or this Agreement, including but not limited to:
 - a. Providing access to or giving any part of the Program to any third party; or
 - b. Reproducing, modifying, copying, deconstructing, selling, trading or reselling the Program.
3. Thank you for submitting your payment for the Program. In the event that your credit card or electronic payment authorization is declined for any reason, SmartlyU has the right to immediately terminate your access to the Program until payment in full is received.
4. Content
 - a. You are responsible for all information (“Content”) uploaded, posted or stored through your use of the Program.
 - b. The Program may include a community forum or other social features to exchange Content and information with other users of the Program and the public. Please use respect when you interact with other users. Do not reveal information that you do not want to make public, including but not limited to individual or school identity, personal information or data about you or other individuals or other distinguishable information whether in the choice of a user name or within any Content or post provided. Users may post hypertext links to content of third parties for which SmartlyU is not responsible.
 - c. You agree that SmartlyU may use your feedback, suggestions or ideas in any way, including in future modification of the Program, other products or services, advertising or marketing materials. You grant SmartlyU a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to SmartlyU in any way.
 - d. SmartlyU may, but is not obligated to, monitor Content on the Program. We may disclose any information necessary to satisfy our legal obligations, protect SmartlyU or its customers or operate the Program properly, SmartlyU, in its sole and absolute discretion, may refuse to post, remove or refuse to remove any Content in whole or in part, allege to be unacceptable, undesirable, inappropriate or in violation of this Agreement.

- e. You may be offered other services, products, or promotions by SmartlyU. Additional terms and conditions and fees may apply. You grant SmartlyU permission to use information about you and your experience to help us to provide the Program to you and to enhance any other services, products or promotions offered by SmartlyU. You grant SmartlyU permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. You also grant SmartlyU permission to share or publish summary results relating to research data and to distribute or license such data to third parties.
 - f. SmartlyU may be required by law to send you communications about the Program or Third Party Products. You agree that SmartlyU may send these communications to you via email or by posting them on our websites
 - g. You are responsible for securely managing your password(s) for the Program and to contact SmartlyU if you become aware of any unauthorized access to your account. The Program may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Program. You agree to receive these updates.
5. Disclaimers
- a. YOUR USE OF THE PROGRAM AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE PROGRAM IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SMARTLYU, ITS AFFILIATES AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE PROGRAM IS FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE PROGRAM. SMARTLYU AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE PROGRAM IS FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR USE OF THE PROGRAM, WHICHEVER IS SOONER.
 - b. While the information, scenarios, solutions, suggestions, guidelines and other advice provided through the Program has been developed in conjunction with a panel of various professionals in the fields of child development, psychology, education and others, such information, scenarios, solutions, suggestions, guidelines and other advice is general in nature and should not be regarded as a substitute for professional advice. While every effort has been made with regards to the completeness of the information provided, no guarantees, promises, warranties or any other assurances are provided with respect to the appropriateness or accuracy of the information provided and SmartlyU shall in no way be liable to you or to any third party resulting from any reliance on any of the information provided.
6. Limitation of Liability and Indemnity.

- a. IN NO EVENT WILL SMARTLYU BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY YOU OR ANY OTHER PERSON, WHETHER IN AN ACTION IN CONTRACT, BREACH OF WARRANTY OR TORT, EVEN IF SMARTLYU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SMARTLYU'S LIABILITY TO YOU OR ANY OTHER PERSON EVER EXCEED THE AMOUNT PAID BY YOU FOR THE USE OF THE PROGRAM, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, INDEMNITY, OR OTHERWISE.
 - b. You agree to indemnify and hold SmartlyU and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Program or breach of this Agreement (collectively referred to as "Claims"). SmartlyU reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by SmartlyU in the defense of any Claims.
7. You acknowledge that the Program and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you will comply with these laws and regulations, and will not export or re-export any part of the Program, in violation of these laws and regulations, directly or indirectly.
8. Dispute Resolution
 - a. Any controversy or claim arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and this Agreement, except as specified below. The arbitration proceeding will take place in Los Altos, California or the immediately surrounding area in the State of California. The arbitration panel will consist of 3 arbitrators, one arbitrator appointed by each party within 30 days after the respondent receives notice of the filing of the arbitration and a third neutral arbitrator appointed by the two arbitrators designated by the parties. The parties expressly agree that the arbitrators will be empowered to, at either party's request, grant injunctive relief. An award granted by the arbitrators will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or pleaded to the arbitrators. The award will (1) be granted exclusive of any tax, deduction or offset and (2) include interest from the date that the award is rendered until it is fully paid, computed at the rate of 12% per annum. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement.
 - b. Nothing in this Section 9 will prevent either party from (1) seeking interim or permanent injunctive relief or taking any other action in any court to enforce or protect its intellectual property rights or (2) filing an action against the other party in the courts having jurisdiction over it in order to enforce an arbitral award granted pursuant to a proceeding under this Section 9.

9. This Agreement is governed by the laws of the State of California without reference to that state's choice of law provisions. Each party hereby consents to the jurisdiction of any federal or state court within the State of California.
10. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.
11. You may not assign or sublicense its rights or obligations under this Agreement without the prior express written consent of SmartlyU.
12. SmartlyU is not responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of Internet service providers or other carriers or other similar causes beyond its control. In addition, the SmartlyU website and the Program will be subject to periodic maintenance and backup and will not be available during these times and SmartlyU will not be responsible for loss or damages resulting from your inability to access the SmartlyU website and the Program during such time.
13. This Agreement is the full and complete statement of the obligations of the parties relating to the Program and supersedes all previous agreements, understandings, negotiations and proposals, whether oral or written.

August 2013