

WORKS International, Inc. Website User Agreement (Terms of Use)

(Last Updated: May 3, 2021)

1. Introduction

WORKS International, Inc. (“WORKS”, “we”, “us”, or “our”) provides our website services (“Services”) to the user (“you” or “your”) pursuant to the terms and conditions of this Website User Agreement (Terms of Use) (“Agreement”). The Services are accessible through www.publicschoolworks.com (“Website”). By using the Services, you are accepting this Agreement. We may change this Agreement from time to time without notice to you. In addition, when using some Services, you will be subject to any posted policies, guidelines, or rules applicable to such Services that may be posted from time to time, including the WORKS Privacy Policy (“Privacy Policy”). All such policies, guidelines, and rules are hereby incorporated by reference into this Agreement. The collection and use of personal information are governed by this Agreement and the Privacy Policy. Please review the Privacy Policy posted on the Website.

The Website is owned and operated by us and contains material that is derived in whole or in part from us and other sources and is protected by international copyright, trademark, and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from this site, including code and software, except as permitted by this Agreement or otherwise consented to by us in writing. You may download material from this site for your personal, non-commercial use, or your employer-company’s internal use only, provided you keep intact all copyright, trademark, and other proprietary notices and, if applicable, maintain attribution to the author. No other right or license is granted to any materials on the Website.

The Website and the Services may only be used by you for lawful purposes. Transmission, distribution, or storage of Content (as defined in Section 2 below) or other material in violation of any applicable local, state, federal, foreign, or international laws, rules, or regulations is prohibited. You understand that the technical processing and transmission of the Services, including your Content, may involve (a) transmissions over various networks, and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

2. User Conduct

You understand that all information, data, text, photographs, or other materials (“Content”) are the sole responsibility of the person from whom such Content originated. This means that you, and not us, are entirely responsible for all Content that you upload, email, or otherwise transmit via the Services, and that you must evaluate, and bear all risks associated with, the use of any Content posted or transmitted by you or other users. We do not control the Content posted by users via the Services and, as such, do not guarantee the usefulness, accuracy, integrity, or quality of such Content. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, or otherwise transmitted, whether by us, you, or others.

You agree to not use the Services to: (a) upload, post, email, or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity; (d) post any incomplete, false, or inaccurate biographical information; (e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services; (f) upload, post, email, or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (g) upload, post, email, or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary right of any party; (h) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other similar solicitations; (i) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (j) disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of the Services are able to type, or otherwise act in a manner that negatively affects other users’ ability to engage in real time exchanges; (k) interfere with or disrupt the Services or servers or networks connected to the Website, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website; (l) intentionally or unintentionally violate any applicable local, state, federal, foreign, or international laws, rules, and regulations; (m) stalk or otherwise harass another; or (n) collect, store, or use personal data about other users of the Services, except as may be necessary to complete a transaction offered or accepted by such users.

When retrieving information from the Website, you are prohibited from (a) using or attempting to use spiders, crawlers, robots, avatars, intelligent agents, or any other extraction or navigation search except for a normal browser; (b) aggregating, copying, or duplicating any of the materials or information except for the small amount of materials and information temporarily required for an ordinary single use of the Website; and (c) accessing data not intended for you.

Recognizing the global nature of the Internet, you acknowledge that what may legally be done on or through the Internet in the jurisdiction of your residence may not be permissible in every jurisdiction in the world. Therefore, you specifically agree to comply with all local laws, rules, and regulations of the jurisdiction of the recipient regarding online conduct and acceptable Content. In addition, you agree to comply with all applicable laws, rules, and regulations regarding the transmission of technical data exported from the United States and the country in which you reside. The foregoing obligation shall survive termination of this Agreement.

3. WORKS's Rights to Content

We have the right, in our sole discretion, to remove any Content that is available through the Services. Without limiting the foregoing, we have the right to remove any Content that we, in our sole discretion, deem violates this Agreement or is otherwise objectionable. In addition, we may pursue any of our other legal remedies, including, but not limited to, the immediate cancellation of your account, the exclusion from the Website of you and anyone else who may have violated this Agreement, and pursuing violators under various criminal and/or civil laws under the relevant jurisdiction. We will cooperate with any investigation by any federal, state, or local body or any court or tribunal legitimately exercising its rights. Such cooperation may be without notice to you. You acknowledge and agree that we may preserve Content and user information and may disclose Content and user information in accordance with the Privacy Policy, if required to do so by law, or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) protect the rights, property, or personal safety of us, users of the Services, or the public; or (e) minimize or eliminate our potential liability.

We encourage you to use the contact information on the Website to describe your experience using the Services, which will help us to improve. This includes any ideas or suggestions pertaining to new products, services, and other items. You give us the unencumbered right to use such ideas or suggestions. We will not provide any compensation for the ideas or suggestions, but they may make the Website or the Services better or more useful for you and other users.

4. Indemnity

You agree to indemnify and hold us, and our subsidiaries, affiliates, owners, directors, officers, managers, agents, and employees, harmless from all damages and expenses, including court costs and reasonable attorney fees, arising out of any claim based on Content you submit, post, transmit, or use through the Services, your use of the Services or Content, your connection to the Website, your violation of this Agreement, and your violation of any rights of another or of any law, rule, or regulation.

5. No Resale of Services

You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Services and/or Content, use of the Services and/or Content, or access to the Services and/or Content, without our express written consent and the Content author.

6. Modification and Termination

You acknowledge that we may establish general practices and limits concerning use of the Services. You agree that we have no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Services. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice, including, without limitation, adding or deleting fees associated with the Services. If any charge is applicable to any Services, we will notify you in advance.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services, in whole or in part, with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or removal of Content.

You agree that we, in our sole discretion, may terminate your use of the Services, in whole or in part, and remove and discard any Content, for any reason without notice. Further, you agree that we are not liable to you or any third party for any termination of your access to the Services and discarding any Content.

7. Links

The Services may provide, or third parties may provide, links to other websites or resources. Because we have no control over such sites and resources, you agree that we are not responsible for the availability of such sites or resources, and do not endorse and are not responsible or liable for any Content, advertising, products, services, or other materials on or available from such sites or resources. You further acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content or products or services available on or through any such sites or resources.

8. WORKS's Proprietary Rights

You acknowledge and agree that the Services and any necessary software used in connection with the Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property laws and other laws. You further acknowledge and agree that Content, as well as any other information presented to you through the Services, is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. Except as authorized in this Agreement or otherwise expressly authorized in writing by us you agree not to distribute or otherwise transfer, modify, or create derivative works based on the Services, the Software, or the Content, in whole or in part. We grant you a personal, non-transferable, and non-exclusive license to use the object code of the Software on a single computer, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, or distribute, grant a security interest in, or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including, without limitation, for the purpose of obtaining unauthorized access to the Services. You agree not to access the Services by any means other than through the interface that is provided by us for use in accessing the Services.

9. Disclaimer of Warranties and Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICES AND CONTENT IS AT YOUR SOLE RISK. THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF ACCURACY OF DATA, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE; (b) WE MAKE NO WARRANTY (i) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (ii) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR CONTENT WILL BE ACCURATE OR RELIABLE, (iii) THAT THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (iv) THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; (c) ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR OTHER LOSS THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL; AND (d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SERVICES OR CONTENT WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE ARE NOT LIABLE FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES) RESULTING FROM: (a) THE ACCESS OR USE OR THE INABILITY TO ACCESS OR USE THE SERVICES OR CONTENT; (b) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR CONTENT USED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED THROUGH OR FROM THE SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; (e) ANY INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES, OR (f) ANY OTHER MATTER RELATING TO THE SERVICES, THE CONTENT, OR THE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THIS SECTION MAY NOT APPLY TO YOU.

10. Dispute Resolution

ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT THAT IS NOT RESOLVED BY YOU AND US DIRECTLY WILL BE SETTLED BY MEDIATION AND, IF MEDIATION IS UNSUCCESSFUL, BY BINDING ARBITRATION. THE MEDIATION AND ARBITRATION WILL TAKE PLACE IN THE CINCINNATI, OHIO METROPOLITAN AREA, AND WILL BE ADMINISTERED IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION COMMERCIAL ARBITRATION RULES, INCLUDING THE OPTIONAL RULES FOR EMERGENCY MEASURES OF PROTECTION, BY MEDIATOR(S) AND ARBITRATOR(S) MUTUALLY SELECTED BY YOU AND US IN ACCORDANCE WITH SUCH RULES.

11. Miscellaneous

You may not assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without our prior written consent. The failure of either party to act upon any right, remedy, or breach of this

Agreement will not constitute a waiver of that or any other right, remedy, or breach. No waiver will be effective unless made in writing and signed by the waiving party. Neither party will be liable for any delay in or failure of performance resulting from any cause or condition beyond the party's reasonable control, whether foreseeable or not, including vandalism that disrupts or corrupts the Website or the Services. The provisions of this Agreement are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions will not as a result be invalidated. This Agreement and any claim arising out of this Agreement will be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of laws principles. This Agreement constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement or warranty not expressly contained in this Agreement will not be enforceable by the parties.