



TERMS OF USE

Effective Date: July 1, 2021

These Terms of Use (“**Terms**”) are a legal agreement between you and Breakthrough Learning, Inc. (“**Breakthrough Learning**,” “**we**,” “**us**,” or “**our**”) that governs your use of the Cauzality website (located at www.cauzality.com) and any related services operated or provided by Breakthrough Learning (collectively, the “**Services**”). The words “**user**,” “**you**,” and “**your**” refer to entities or individuals that access or use the Services. These Terms do not alter in any way the terms or conditions of any other agreement you may have with us. If you are using the Services on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf.

BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE DISCLAIMER OF WARRANTIES, LIMITATIONS ON LIABILITY, AND WAIVER OF JURY TRIAL. Any new or additional features, tools, services, or content that are added to the Services will also be subject to these Terms.

1. ELIGIBILITY

The Services are only available to users who can form legally binding contracts under applicable law. By accessing or using the Services, you represent that you are at least eighteen (18) years of age, or over the age of majority in the state or country where you are a resident or citizen. If you are under the age of majority in your state or country and you wish to use the Services, please ask your parent or guardian to create an Account using your parent or guardian’s name and other personal information.

2. REGISTERING WITH US

Access to and use of certain functionalities of the Services require you to register for a user account (“**Account**”) with us. If you decide to register an Account with us, you will create a user ID and password to access your Account. You agree to provide us with accurate, complete and current information about yourself during Account registration and at all other times, and you agree to update all information provided to us or requested by us if, and as soon as, such information changes and before you make any purchase related to the Services. You agree to keep your log-in information confidential and to not authorize any third party to use your Account. We will not be liable for any loss or damage that results from the unauthorized use of your Account, either with or without your knowledge. You are fully responsible for your failure to safeguard information or for permitting any other person to access or use the Services via your Account, and you agree that we may attribute all use of your Account to you. You agree to notify us immediately using the contact information provided in [Section 21](#) if you suspect any unauthorized use of your Account or any other breach of security. You may not sell or otherwise transfer your Account. We have the right to cancel or suspend your registration for any reason at any time in our sole discretion.

3. ONLINE PURCHASES

3.1 *Pricing.* All prices, discounts, and promotions posted on the Cauzality website are subject to change without notice. The price charged for the Services will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your Services total, and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

3.2 *Special promotions.* We may offer from time to time promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

3.3 *Payment.* Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We accept use Stripe, Inc. as our payment processor for all purchases. You represent and warrant that (i) the credit card information you supply to us or Stripe, Inc. is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Cauzality website at the time of your order.

3.4 *Subscription terms.* If you have signed up for a monthly or annual subscription, your subscription will continue until you cancel and automatically renew at the end of each applicable period. When your subscription automatically renews, we will charge your credit or debit card or payment account with a third party, such as Stripe, Inc., as part of the automatic renewal plan, the then applicable subscription rate posted on the Cauzality website. You may cancel a monthly subscription at any time and your account access and any charges by us will be terminated at the end of the month of your written notification of subscription cancellation. You may cancel an annual plan at any time and your account access and any charges by us will be terminated at the end of the month of your written notification of subscription cancellation, and we will refund pro rata the amounts paid up to date at the end of the month of your written notification of subscription cancellation.

4. SERVICES AND CONTENT

4.1 *Modifications to Services.* Breakthrough Learning may at any time and from time to time, and without notice or liability, (i) revise, supplement, suspend, or discontinue, temporarily or permanently, the Services or any information, materials, and other content available through, or generated by or through use of, the Services (collectively, the “**Content**”) (or any part thereof of each), (ii) terminate all licenses granted in these Terms, or (iii) change the Services or Content.

4.2 *Updates; Upgrades.* Breakthrough Learning has no obligation to provide any updates or upgrades to the Services, but in the event that it does, such updates, upgrades and any documentation will be deemed part of the Services, and will be subject to these Terms. Breakthrough Learning may from time to time in its sole discretion and without prior notice to you modify, correct, improve,

or discontinue offering the Services or any functionality available through the Services, including Content.

5. PERMITTED USE

Subject to your compliance with these Terms, we grant to you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services, and to access, use, view, and print any Content for your personal, internal business, or commercial use. Except for the limited rights set forth in this Section, you may not copy, sell, rent, lease, distribute, modify, publicly perform, publicly display, transfer, create derivative works of, or sublicense the Services or Content. When using the Services, you must not:

- decompile, decipher, disassemble, translate, modify, reverse engineer or otherwise attempt to access the source code of the Services or Content, except where permitted by law notwithstanding this limitation;
- remove any proprietary notices on the Services or Content, or attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management or security system used as part of the Services or Content;
- upload to the Services the personal information of others that you are not authorized to provide;
- provide any content, data or information to Breakthrough Learning that contains viruses or malicious code or is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable;
- use the Services or Content in a way that suggests you are a representative of Breakthrough Learning;
- use the Services or Content to develop software applications, websites, or any other functionalities that frame, copy, or otherwise directly utilize the Services or Content;
- remove or alter any proprietary marks, trademarks, or trade dress from the Services or Content;
- infringe or misappropriate the intellectual property, proprietary or privacy rights of any third party;
- interfere with or disrupt the proper functioning of the Services or Content, Breakthrough Learning or any third party systems used to host the Services, or other equipment or networks used to provide the Services or Content;
- communicate the Content to the public or otherwise grant access to functionalities of the Services only available to Account holders, or any part thereof;
- use any application programming interface to access the Services or Content;
- make any use of the Services or Content that violates any applicable local, state, national, international or foreign law including United States and foreign export regulations and restrictions;
- allow any individual to use any account log-in credentials (e.g., user identification(s), code(s), password(s), procedure(s) or user keys) issued to, or selected by, Breakthrough Learning for someone other than the individual identified in the account information; or
- cause damage to Breakthrough Learning's business, reputation, employees, members, facilities, or to any other person or legal entity.

Any scraping, automated access, or other unauthorized access to, and storage of, Services or Content will result in immediate termination of your access to the Services, Content, and your Account. Use of the Services or Content for any purpose other than what is described in this Section is prohibited.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

The Services and Content are protected by copyright, trademark, patent, and other intellectual property and proprietary right laws. All title, ownership rights, and intellectual property rights in and to the Content and Services are solely and exclusively owned by us or our licensors. All rights are reserved. The Services and Content may contain certain licensed materials, and our licensors may protect their rights in the event of any violation of these Terms.

All trademarks, service marks, logos, trade names, and any other proprietary designations of Breakthrough Learning used herein are trademarks or registered trademarks of Breakthrough Learning or our suppliers. You may not use any of our trademarks, logos, or trade dress in connection with any product or service that is not owned or provided by us, in manner that is likely to cause confusion among customers or users, or in any manner that disparages us or our suppliers.

7. USER GENERATED CONTENT

You may be able to post, submit, publish, or display content or data, or transmit content or data from your Account (hereinafter, “**post**”) on the Services (collectively, “**User Contributions**”). You are solely responsible for the User Contributions that you post via the Services, including its legality, reliability, accuracy, and appropriateness. Breakthrough Learning is not responsible or liable for the content or accuracy of any User Contributions posted by you or any other member of the Services.

By posting User Contributions to the Services, you represent and warrant that you have the necessary consents for posting such User Contributions, and you automatically grant, and represent and warrant that you have the right to grant, to Breakthrough Learning an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

Breakthrough Learning is not obligated to review, monitor, delete, or edit postings. However, Breakthrough Learning reserves the right to do so at any time in its sole discretion, for any reason or no reason, and to delete or edit any posting that is objectionable, offensive, illegal, or in violation of these Terms with or without notice. You agree that you have no recourse against Breakthrough Learning if we refuse to post, or if we delete or refuse to delete, any post by you or other Services’ users.

The content standards set out below apply to any and all User Contributions. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, you agree that you will not:

- Post or otherwise provide Sensitive Personal Information on the Services or combine such Sensitive Personal Information with the Content using the Services. “**Sensitive Personal Information**” means data that, separately or when combined with other data, can (i) identify an individual person and (ii) includes but is not limited to an individual’s name, address, email address, date of birth, social security number, government identification numbers, credit or other payment card numbers or related information, financial account numbers, precise geolocation, racial or ethnic origin, religious or philosophical beliefs, union membership, sexual orientation, sex life, genetic data, protected health information and other health-related information;

- Post or deliver any unsolicited advertisement, promotional materials, junk e-mail, bulk e-mail (also known as "spam"), chain letters, surveys or contests, or solicit participation in any pyramid schemes, without our express prior written consent. The number of postings by any member is subject to reasonable limits at the discretion of Breakthrough Learning;
- Post or deliver any advertisement or solicitation via the Services to buy or sell any products or services, or engage in commercial activities and/or sales, without our prior written consent;
- Post or deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortuous, harassing, hateful or otherwise objectionable;
- Post or deliver, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of medical condition, religion, race, ethnicity, sexual orientation, gender, age, or disability;
- Post or deliver, or provide links to, any postings containing defamatory, false or libelous material;
- Post or deliver information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- Post or deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or right of publicity;
- Post or deliver any posting that you do not have a right to make available under law or contractual or fiduciary relationships;
- Post or deliver information that violates our community guidelines;
- Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another;
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver;
- Use the Services or Content in any manner which could damage, disable, overburden, or impair or otherwise interfere with the other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment;
- Attempt to gain unauthorized access to the Services, any related website, other accounts, computer system, or networks connected to the Services, through hacking, password mining, or any other means; or
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services, including harvesting or otherwise collecting information about others such as e-mail addresses.

We reserve the right to investigate and take appropriate legal action in our sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Services, terminating the Account of such violators, terminating these Terms, or taking further legal action.

8. USER FEEDBACK

By submitting any ideas, feedback, or suggestions (“**Feedback**”) to us through the Services or other means, you acknowledge and agree that: (i) your Feedback does not contain confidential or proprietary information of you or any third party; (ii) we are not under any obligations of confidentiality with respect to the Feedback; (iii) we may freely use, reproduce, distribute, and otherwise exploit the Feedback for any purpose; and (iv) you are not entitled to any compensation of any kind from us.

9. COPYRIGHT INFRINGEMENT

Breakthrough Learning will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any User Contributions on the Services infringe your copyright, you may request removal of those materials from the Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

- Your physical or electronic signature;
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works;
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address);
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the written notice is accurate; and
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Copyright Agent
Breakthrough Learning
2211 NW Front Ave, Suite 101
Portland, OR 97209

Phone: +1 888-802-6808
Email: copyright@blearning.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA. It is our policy in appropriate circumstances to disable and/or terminate the Accounts of users who are repeat infringers.

10. LINKS TO OTHER WEBSITES AND SERVICES

The Services may also link to other websites and services ("**Linked Services**"). Linked Services are not under the control of Breakthrough Learning and Breakthrough Learning is not responsible for Linked Services, or for any information or materials on, or any form of transmission received from, any Linked Service. The inclusion of a link does not imply endorsement by Breakthrough Learning of the Linked Services or any association with the operators of the Linked Services. Breakthrough Learning does not investigate, verify or monitor the Linked Services. Breakthrough Learning provides links to Linked Services for your convenience only. You access Linked Services at your own risk.

11. PRIVACY NOTICE

Please refer to our [Privacy Notice](#), which describes our practices and policies related to the collection, use, and storage of information about users of the Services. You acknowledge and agree that you are solely

responsible for the accuracy and content of your personal information. You expressly consent to the use and disclosure of your personal information and other data and information as may be defined and described in the Privacy Notice.

12. REFERRALS

You will have the opportunity to refer friends and family to the Services. You must only refer individuals who give you permission to share their personal information. The collection, use, and storage of the personal information of referred parties are also be subject to the practices and policies described in our Privacy Notice.

13. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BREAKTHROUGH LEARNING MAKES NO REPRESENTATIONS, WARRANTY OR GUARANTEE OF THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BREAKTHROUGH LEARNING OR ITS AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY. THE SERVICES AND CONTENT ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE CONTENT OR ANY OTHER INFORMATION MADE AVAILABLE THROUGH THE SERVICES DOES NOT CONSTITUTE ADVICE OF ANY KIND, SHOULD NOT BE RELIED UPON IN ANY WAY, AND BREAKTHROUGH LEARNING IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY ORIGINAL WORK CREATED THROUGH USE OF THE SERVICES OR CONTENT. BREAKTHROUGH LEARNING IS NOT LIABLE FOR ANY OMISSIONS OR ERRORS OF THE SERVICES OR CONTENT. UNDER NO CIRCUMSTANCES WILL BREAKTHROUGH LEARNING BE LIABLE TO YOU OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS AS SPECIFIED HERE AND, TO THE LEAST EXTENT AS ALLOWED BY LAW, SUCH EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU OR A THIRD PARTY.

14. LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL BREAKTHROUGH LEARNING OR ANY OF ITS AFFILIATES, LICENSORS, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, SERVICE PROVIDERS OR SUPPLIERS (COLLECTIVELY, THE "**BREAKTHROUGH LEARNING PARTIES**") BE LIABLE UNDER, OR IN CONNECTION WITH, THESE TERMS OR THEIR SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, FOR ANY: (I) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR LOSS OF DATA; OR (II) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

IN NO EVENT WILL BREAKTHROUGH LEARNING'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIVE U.S. DOLLARS (\$5.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY AS SPECIFIED HERE AND, TO THE LEAST EXTENT AS ALLOWED BY LAW, SUCH EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

15. INDEMNIFICATION

11.1 *Generally.* You will fully indemnify, defend, and hold harmless Breakthrough Learning against claims brought against Breakthrough Learning Parties by any third party related to your use of the Services, use or creation of Content, or User Contributions. You will indemnify the Breakthrough Learning against all damages finally awarded against Breakthrough Learning (or the amount of any settlement you enter into) with respect to these claims.

11.2 *Indemnification Procedure.*

- We will timely notify you in writing of any claim brought against the Breakthrough Learning Parties related to your use of the Services, use or creation of Content, or User Contributions. We will reasonably cooperate in the defense and may appear (at our own expense) through counsel that is reasonably acceptable to you.
- You will have the right to fully control the defense.
- Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, Breakthrough Learning.

16. GOVERNING LAW; DISPUTE RESOLUTION

These Terms will be governed by and construed in accordance with the laws of the state of Oregon, USA. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. You and Breakthrough Learning each agree to exclusive jurisdiction and venue in the state and federal courts located in Multnomah County, Oregon, USA. For any dispute or claim you may have arising out of or relating to the Services, Content, or these Terms, you and Breakthrough Learning will each give the other the opportunity to resolve it by sending the other a written description of the dispute or claim, along with contact information, relevant documents, supporting information, and the proposed resolution. Notice to Breakthrough Learning will be sent to the contact information provided in [Section 21](#) (Contact Information). Breakthrough Learning will notify you in writing at the email or mailing address that you provide to us in your notice to us or in your Account profile information. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IF FOR ANY REASON, ANY CLAIM OR CAUSE OF ACTION, OR ANY PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY A PARTY AGAINST THE OTHER PARTY, BASED UPON, ARISING OUT OF, OR RELATED TO THE SERVICES, CONTENT, OR THESE TERMS, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE, PROCEEDS IN FEDERAL OR STATE COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY. THIS WAIVER APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THESE TERMS.

17. CHANGES TO TERMS

We reserve the right to modify these Terms and will notify you of material modifications, such as by posting updated Terms on the Services, sending you an email to your account email, or by other reasonable means. You will continue to be bound by the Terms you initially accepted until your acceptance of any modified Terms. You may be required to accept modified Terms to continue use of the Services.

18. TERMINATION AND SUSPENSION; SURVIVAL

18. *Your Right to Terminate.* Subject to the terms described herein, you have the right to terminate these Terms at any time upon written notice to Breakthrough Learning. In the event that you terminate these Terms, we will discontinue your access to our Services and all amounts owed for use of the Services will be due.

18.2 Breakthrough Learning's Right to Terminate. Breakthrough Learning may suspend or terminate your access to the Services, or terminate these Terms, at any time without notice in its sole and absolute discretion for any reason including, without limitation, upon the occurrence of any one of the events: (i) improper use of the Services, or Content; (ii) the information provided by you in order to open an Account or access the Services is found to be untruthful or inaccurate; (iii) posting User Contributions in violation of Section 7 (User Generated Content); (iv) failure to pay undisputed amounts due and owing under these Terms; (v) taking any other action which adversely affects the Services or Breakthrough Learning; or (vi) any other violation of these Terms or our Privacy Notice.

18.3 Survival. Termination will not limit any of Breakthrough Learning's other rights or remedies. [Sections 6](#) (Ownership and Intellectual Property), [Section 8](#) (User Feedback), [Section 13](#) (Disclaimer of Warranties), [Section 14](#) (Limitation of Liability and Exclusion of Certain Damages), [Section 16](#) (Governing Law; Dispute Resolution), [Section 20](#) (General Terms), and any other provision that, by its nature, is intended to survive termination shall survive termination of these Terms.

19. INTERNATIONAL USE

Please be aware that we are headquartered in the United States and that the Services and Content are governed by United States law. If you are using the Services or accessing the Content from outside of the United States, your information may be transferred to, stored, and processed in the United States where our servers may be located.

Breakthrough Learning makes no representation that the Services or Content are appropriate or available for use in locations outside of the United States, and access to the Services or Content from territories where such Services or Content is illegal is prohibited. Those who choose to access the Services and Content from locations outside of the United States do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Services or Content in violation of United States export laws and regulations.

If you use the Services or access the Content outside of the United States you, (i) consent to the transfer, storage, and processing of your information to and in the United States; (ii) will not access or use the Services or Content if you are on the United States Treasury Department's "Specially Designated Nationals and Blocked Persons List," or are located in a country embargoed by the United States; and (iii) agree to comply with all local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Services. The Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or that would subject Breakthrough Learning to any registration requirement within such jurisdiction or country.

20. GENERAL TERMS

If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. You and Breakthrough Learning intend that the provisions of these Terms be enforced to the fullest extent permitted by applicable law. Accordingly, you and Breakthrough Learning agree that if any provision of these Terms is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. Section titles are for convenience only and have no legal or contractual significance. Breakthrough Learning may assign these Terms, in whole or in part, at any time with or without notice to you. You may not assign these Terms or assign, transfer, or sublicense any rights or

delegate any duties hereunder. Breakthrough Learning's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. A waiver will only be binding on Breakthrough Learning if it is in a written document signed by Breakthrough Learning. Both you and Breakthrough Learning warrant to each other that, in entering these Terms, neither Breakthrough Learning nor you have relied on, or will have any right or remedy based upon, any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and Breakthrough Learning, or Breakthrough Learning's successors and permitted assigns, will have any right to enforce any of these Terms.

21. CONTACT INFORMATION

If you have any questions, please contact Breakthrough Learning at:

Email: office@blearning.com
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Portland, OR 97209