

Terms of Service

Last Updated: June 13, 2022

Please read these Terms of Service (the "**Terms**" or "**Terms of Service**") carefully as they govern (i) your access to and use of the Sites, (ii) your access to and use of our Platform, or (iii) your access to and use of our services that link to or reference these Terms, and contain important information about your legal rights, remedies and obligations. The Site, Platform and other services together are hereinafter collectively referred to as the "**Services**".

BY CHECKING THE BOX CONFIRMING THAT YOU HAVE VIEWED AND ACCEPTED THESE TERMS, OR BY ACCESSING THE SERVICES, DOWNLOADING CONTENT, REGISTERING AN ACCOUNT, OR OTHERWISE USING ANY OF THE TRIAL OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IN ADDITION, IF YOU REGISTER FOR A FREE TRIAL OF THE SERVICES, THESE TERMS SHALL ALSO GOVERN THAT FREE TRIAL. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS, DOWNLOAD, REGISTER, OR OTHERWISE USE ANY OF THE SERVICES.

BEWARE THAT SECTION 22 OF THESE TERMS CONTAINS AN ARBITRATION PROVISION THAT LIMITS YOUR LEGAL RIGHT TO FILE A LAWSUIT IN COURT. YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST ROOKLY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

As stated above, these Terms are a legally binding contract between you and Rookly, Inc. ("**Rookly**", "**we**" or "**our**"), whether or not you become a registered user of the Services. You may be referred to in these Terms as "**you**" or "**your**" or an **Authorized User** (each as defined below). You acknowledge that these Terms is a contract between you and Rookly, even though it is electronic and is not physically signed by you and Rookly, and it governs your use of the Service.

You must be of legal age to form a binding contract when registering for the Services (in many jurisdictions, this age is 18). If you are not yet of legal age to form a binding contract, then you must get your Parent to read these Terms of Service and agree to them for you before you use the Service. When registering for the Services, Parents must enter an email address that the Parent regularly monitors to receive any notices or important updates to these Terms.

If you are under the age of 13, then you must not use the Services unless your Parent or other adult authorized by such Parent supervises and monitors your use of the Services. Do not access, and immediately stop use of, the Services if you are unwilling or unable to agree to the requirement adult supervision.

If you are a Parent and you provide your consent to your child's use of the Service, then you agree to be bound by these Terms of Service with respect to your child's use of the Service.

Our [Community Guidelines](#), [Copyright Policy](#), [Privacy Policy](#), and any other terms applicable to the use of the Services included on our Site are incorporated by reference. Certain areas of the Services may have different terms and conditions, standards, guidelines, or policies posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and the terms and conditions posted for a specific area of the Services, the terms and conditions that are specific to that area will take precedence with respect to your use of, or access to, that area of the Services.

1. Definitions

"Classes" means all session delivered by Teachers, including but not limited to paid lessons, packages and other services rendered where credits are exchanged.

"Rookly Content" means any content that Rookly creates and makes available in connection with the Services, including proprietary Rookly content and any content licensed or authorized for use by or through Rookly from a third party, but excluding Student Content.

"Parent" means a parent or legal guardian over the age of 18 who completes Rookly' account registration process to purchase Classes on the Site for the purpose of enrolling a Student. Along with the Student, Parents are also Authorized Users on such accounts.

"Student" means an Authorized User that uses Classes.

"Student Content" means all content, such as text, photos, audio, video, or other materials and information, that an Authorized User posts, uploads, publishes, submits, transmits, includes in their Account profile.

"Teacher" means an individual that offers and delivers Classes through the Platform.

2. Relationship

Rookly provides an online platform for chess learning where an Authorized User may register for Classes as a part of the Services. Authorized Users will be required to register Student accounts with Rookly in order to access and use certain features on the Platform. If you choose to register an account, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our [Privacy Policy](#).

3. Company Accounts

Upon request, Rookly may allow a company to act as an Authorized User in order for it to authorize multiple individuals, its employees and/or its students to use of the Services and create accounts on behalf of such company. In such case, additional fees may be required. For the avoidance of doubt, a company's user will be considered as a "Student". Such company shall ensure each Student that has access to an account will have a chance to review and understand these Terms. Nevertheless, Company shall remain liable all acts or omissions of its Student accounts. Company may access of any account to (i) track its Student's completed lessons, (ii) add or remove any of its users from accessing or using the Services, (iii) control, refill or shift their account balances within such Company's Account (as defined below).

4. Modification

Rookly reserves the right, at its sole discretion, to modify the Services and to modify these Terms, at any time and without prior notice. If we modify these Terms, we will either post the modification on the Sites and the Services or otherwise provide you with notice via email of the modification. We will also update the "**Last Updated**" date at the top of these Terms. By continuing to access or use the Services after we have posted a modification on the Sites and the Services or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services.

5. Description of Services

Rookly Services is primarily an online platform for chess classes, designed for Parents and Students to find and book Classes, and for Teachers to conduct their Classes. You may have the opportunity to sign up for other Classes, Rookly Content, online communities and other Services are they become available. There are risks that you assume when you or your child

deals with other Authorized Users (including those who may be acting under false pretenses). While Rookly strives to provide a safe and welcoming environment for its Students, you agree that all of these risks are ultimately borne by you, and not Rookly. Rookly does not control the behavior of Authorized User or the quality of the Classes. As a result, Rookly cannot guarantee the authenticity, quality, safety, legality, or appropriateness of the Classes.

6. Account

6.1 Account Registration

As mentioned above, you will be required to register with Rookly in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our [Privacy Policy](#).

Unless you are a company or organization that Rookly agreed to provide multiple accounts, your account is for personal, non-commercial use only. Each account must only be associated with a single Student, and if applicable Parent(s) or company of Student may access the account as set forth in these Terms. To create an Account, you must be eligible to use the Services for which you are registering, be a resident of a country where use of the Services is permitted, have a valid email address, have a valid mobile phone number (if applicable) and provide truthful and accurate information. You may not impersonate someone else, provide an email address or mobile phone number other than your own or create multiple Accounts. Rookly reserves the right to remove duplicate, inactive or unverified accounts.

6.2 Account Security

In addition, to create an Account, Rookly may require you to select a username and password. You acknowledge that you shall be responsible for ensuring that any username you select does not infringe any third-party rights and is not otherwise unlawful. Rookly may refuse to grant you a username in Rookly's sole discretion for any reason including if the proposed username impersonates or misleadingly implies an association with the persona of another person or entity, is or may be illegal, is or may be protected by trademark or other proprietary rights, is vulgar or otherwise offensive, or may cause confusion, or for any other reason as determined by Rookly in Rookly's sole discretion. Your selection and use of a specific username do not convey any ownership or rights in that username and Rookly reserves the right to revoke and/or reassign that username in Rookly's sole discretion. You understand and agree that Rookly reserves the right to change, remove, alter or delete any username, with or without prior notice to you, at any time and for any reason in Rookly's sole discretion. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND ALL ACCESS TO AND USE OF YOUR ACCOUNT, INCLUDING ANY AND ALL ACTIVITIES (INCLUDING USE OF THE SERVICES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH THE USE OF YOUR USERNAME AND PASSWORD WHETHER OR NOT AUTHORIZED BY YOU. YOUR ACCOUNT MAY BE SUSPENDED OR TERMINATED IF SOMEONE ELSE USES YOUR ACCOUNT TO ENGAGE IN ACTIVITY THAT VIOLATES THESE TERMS.

You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Rookly of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Rookly will not be liable for any loss or damage arising from your failure to comply with this Section.

You agree to notify Rookly immediately of any unauthorized use of your Account. We reserve the right to close your Account at any time if you violate these Terms or if we otherwise have a legitimate interest to do so, such as complying with a legal or regulatory obligation.

6.3 Link your Account with Third-Party Account

As part of the functionality of the Services, you may link your Account with Third-Party Accounts (e.g., Meta account, Google, etc.) by either: (i) providing your Third-Party Account login information to Rookly through the Services; or (ii) allowing Rookly to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of such third party account. You represent that you are entitled to disclose your Third-Party Account login information to Rookly and/or grant Rookly access to your Third-Party Account (including, but not limited to, for use by Rookly for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Rookly to pay any fees or making Rookly subject to any usage limitations imposed by such third-party service providers. By granting Rookly access to any Third-Party Accounts, you understand that Rookly will access, make available and store (if applicable) any content that you have provided to and stored in your Third-Party Account ("**SNS Content**") so that it is available on and through the Services via your Account and Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Student Content for all purposes of these Terms.

If you choose to link Third-Party Accounts with your Account, subject to the privacy settings that you have selected at such Third-Party Accounts, some of the information that you provided to us from the linking of your Third-Party Accounts might be available on and through the Services via your Account and Account profile page. You have the ability to disable the connection between your Account and your Third-Party Accounts at any time by accessing the settings section of the Sites or Platform. If you disable the connection between your Account and your Third Party Accounts, then SNS Content from that Third Party Account will no longer be available on and through the Services, and you will no longer be able to access your Account through such Third Party Account.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. Rookly makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and Rookly is not responsible for any SNS Content.

Your Account and your Account profile page will be created for your use of the Services based upon the information you provide to us or that we obtain through a Third-Party Account that you link with your Account as described above.

7. Payment

71. General. You shall pay all applicable fees for Classes ("Paid Services") as set forth on the Site. All Paid Services are payable as described on the Site at the time of purchase. Please note that any payment terms, including any reoccurring payments, presented to you in the process or signing up for a Paid Service are deemed a part of these Terms. Following a successful transaction, your purchased class will appear in your account. If you wish to dispute any charges you must let Rookly know within thirty (30) days after the date that Rookly charges you.

7.2 Billing and Processing. You authorize Rookly to process your payment method linked to your account using Rookly' Third Party Payment Processor (e.g., Stripe) upon confirmation of a purchase. The processing of payments will be subject to the terms, condition and privacy policies of the Third Party Payment Processor in addition to these Terms. We are not responsible

for any errors made by the Third Party Payment Processor. Nevertheless we reserve the right to correct any errors or mistakes that the Third Party Payment Processor makes even if it has already requested or received payment.

7.3 Taxes. You shall be responsible for all taxes associated with the Services other than U.S. taxes based on Rookly's net income.

7.4 Current Information. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER OR EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED OR IF YOU BECOME AWARE OF SECURITY ISSUE. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF THE PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES IN ACCORDANCE WITH THESE TERMS.

7.5 No Refunds for Cancellations. Upon confirmation of the Paid Services, the Student agrees to attend lessons, and the Teacher agrees to deliver the Classes. In general, Students will not receive any refunds or credits, partial or otherwise, for classes missed or canceled by the Student. In extenuating circumstances Rookly may provide credits for a future course. In the event that a Teacher or Rookly needs to reschedule a course, you will receive the option of a prorata refund or credits for another available Class offering.

7.6 Prohibition on Friendly Fraud. "Friendly Fraud" is when a person initiates a fraud dispute with a payment provider, claiming that their credit card (or other payment method) was not intended to be used. This type of behavior is illegal and prohibited by all payment providers. Rookly also strictly opposes Friendly Fraud. If Friendly Fraud is discovered, the Student's Rookly account will be deactivated, purchased credits will be confiscated, and the Student will be noted as a financial security risk. In the case of honest mistakes, Rookly can reverse the transaction. We strongly advise Students to contact Rookly customer service to resolve any financial disputes.

8. Ownership

All content made available through Services is either owned by Rookly or Rookly's licensors, or is licensed to Rookly and Rookly's licensors pursuant to Section 10 (Student Content). As between you and Rookly, you own your Student Content. We own the Rookly Content, including but not limited to visual interfaces, interactive features, graphics, design, our compilation of Student Content, computer code, products, software, aggregate Authorized User review ratings, and all other elements and components of the Services excluding Student Content. As between you and Rookly, we also own the copyrights, trademarks, service marks, trade name, and other intellectual property rights throughout the world associated with the Rookly Content and the Services, which are protected by copyright, trade dress, patent, trademark laws, and all other applicable intellectual and proprietary rights and laws. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Services and the Rookly Content are retained by Rookly.

9. License Grant

Subject to and conditioned on compliance with these Terms, Rookly hereby grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, terminatable license to access and use the Services. Except as expressly set forth in these Terms, you may not modify (including without limitation making derivative works), copy, adapt, reverse engineer, de-compile or otherwise reduce to human perceivable format, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, transfer, license or sublicense, publicly display or sell

in any form or by any means, in whole or in part, the Rookly Content, other Authorized Users' Student Content and the Services without Rookly's or our licensors' express prior written permission.

The licenses granted to you are conditioned upon your proper conduct and compliance with these Terms at all times, as judged by Rookly in Rookly's sole discretion. We reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of the Services.

10. Student Content

We may, in our sole discretion, permit you to post, upload, publish, submit, store or transmit your Student Content. By making available any Student Content on or through the Services, you hereby grant to Rookly a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Student Content on, through, by means of, or to promote or market the Services. Rookly does not claim any ownership rights in any Student Content.

You acknowledge and agree that you are solely responsible for all Student Content that you make available through the Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Student Content that you make available through the Services or through Rookly promotional campaigns or you have all rights, licenses, consents and releases that are necessary to grant to Rookly the rights in such Student Content, as contemplated under these Terms; and (ii) neither your Student Content nor your posting, uploading, publication, submission or transmittal of your Student Content or Rookly's use of your Student Content (or any portion thereof) on, through or by means of the Services or Rookly promotional campaigns will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Rookly respects copyright law and expects its Authorized Users to do the same. If you believe that any content on the Services infringes copyrights you own, please notify us in accordance with our Copyright Policy.

11. Restrictions

We are under no obligation to enforce the Terms on your behalf against another Authorized User. While we encourage you to let us know if you believe another Authorized User has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

11.1 Improper Use

You agree not to, and will not assist, encourage, or enable others to use the Services to:

- i. Violate any third party's rights, including any breach of confidentiality, or any infringement of copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity or any other intellectual property or proprietary right;
- ii. Upload any content that is indecent, libelous, defamatory, obscene, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable;
- iii. Solicit personal information from minors, or submit or transmit pornography;
- iv. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;

- v. Promote a business or other commercial venture or event, or otherwise use the Services for commercial purposes, except as expressly permitted by Rookly or contemplated by these Terms;
- vi. Stream Classes or otherwise allow access to Rookly Content to any third party who is not an Authorized User registered for such content under these Terms;
- vii. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Services's search results or the search results of any third-party website;
- viii. Violate any applicable law; or
- ix. Violate any of Rookly Community Guidelines or Copyright Policy.

11.2 Additional Restrictions

If you choose to link Third-Party Accounts with your Account, subject to the privacy settings that you have selected at such Third-Party Accounts, some of the information that you provided to us from the linking of your Third-Party Accounts might be available on and through the Services via your Account and Account profile page. You have the ability to disable the connection between your Account and your Third-Party Accounts at any time by accessing the settings section of the Sites or Platform. If you disable the connection between your Account and your Third Party Accounts, then SNS Content from that Third Party Account will no longer be available on and through the Services, and you may no longer be able to access your Account through such Third Party Account.

- i. Violate these Terms;
- ii. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade or in any way exploit the Services, any Rookly Content or other Authorized Users' Student Content, except as expressly authorized by us;
- iii. Use any robot, spider, site search/retrieval application or other automated device, process or means to access, retrieve, scrape or index any portion of the Services, any Rookly Content or other Authorized Users' Student Content;
- iv. Reverse engineer any portion of the Services;
- v. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Services or on any materials printed or copied from the Services;
- vi. Record, process or mine information about other Authorized Users;
- vii. Access the Services by means other than through the public interfaces we provide to you;
- viii. Reformat or frame any portion of the Services;
- ix. Take any action that imposes, or may impose, an unreasonable or disproportionately large load on our technology infrastructure or otherwise make excessive traffic demands of the Services, as determined by Rookly in Rookly's sole discretion;
- x. Attempt to gain unauthorized access to the Services, Accounts, computer systems or networks connected to the Services through hacking, password mining or any other means;

- xi. Use the Services, any Rookly Content or other Authorized Users' Student Content to transmit any computer viruses, worms, defects, Trojan horses or any other computer code, files or programs designated to interrupt, destroy or limit the functionality of the Services;
- xii. Use any device, software or routine that interferes with the proper working of the Services or otherwise attempt to interfere with the proper working of the Services;
- xiii. Use the Services to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Services, any Rookly Content or other Authorized Users' Student Content;
- xiv. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Services, features that prevent or restrict the use or copying of any Rookly Content, or other Authorized Users' Student Content or features that enforce limitations on the use of the Services;
- xv. Authorize any third party to use Services, including but not limited to Classes, through your Account, or schedule any Classes on behalf of any individuals other than yourself, the Parent of a child or an authorized Student of a company.
- xvi. Schedule any educational sessions with the Teachers outside of the Services;
- xvii. Make any payments in connection with the any chess or other game related services with Teacher outside of the Services; or
- xviii. Solicit and/or recruit Rookly Teachers to work or study on other educational programs related to chess or other game for 6 months after Teacher ended its services with Rookly.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to these restrictions (even if permissible under applicable law). Moreover, Rookly reserves the right to determine what conduct Rookly considers to be in violation of these Terms or otherwise outside the intent or spirit of the Services. Rookly reserves the right to take action as a result of any such violation, which may include terminating your Account and prohibiting you from using the Services in whole or in part.

12. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that Rookly is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Rookly of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products or services on or available from such websites or resources.

13. Enforcement of Terms of Service

We may suspend or cancel your account if we believe that you have violated or acted in a manner that is inconsistently with the letter or the spirit of these Terms, or violated our rights or those of a third-party in connection with your use of the Services. Without limiting Rookly's other remedies, we will suspend, cancel or terminate your Account, suspend your ability to use certain portions of the Services, freeze your account and/or ban you altogether from the Services, without notice or liability of any kind, if: (a) you breach any terms and conditions of these Terms or any other written policies and procedures posted on the Services, including but not limited to

Rookly Policies; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause legal liability for you, our Authorized Users or for Rookly.

Once suspended or terminated, you may not continue to use the Services under a different account or re-register under a new account. In addition, violations of these Terms may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions. If you engage in actions or activities which circumvent the Services or otherwise reduce service fees owed or paid to Rookly under these Terms, you will be liable to Rookly for the full amount of the service fees due, and may be subject to additional sanctions including, but not limited to, suspension or termination of your Account. Rookly reserves the right to terminate any Authorized User or project for any reason, at its sole discretion and to refuse to provide registration and Authorized Usership to you in the future. If your account is canceled, you may no longer have access to data, messages, files and other material you store at the Services.

14. Disclaimers

THE SERVICES PROVIDED BY ROOKLY AND THE SERVICES PROVIDED BY ROOKLY, ANY OF OUR LICENSORS OR TEACHERS ARE PROVIDED ON AN "AS IS," AND AS AVAILABLE BASIS, WITHOUT WARRANTY, AND "**WITH ALL FAULTS**", WITH THE EXPRESS UNDERSTANDING THAT ROOKLY MIGHT NOT MONITOR, CONTROL OR VET STUDENT CONTENT OR ANY CONTENT FROM THIRD PARTY. ROOKLY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE. YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, IDENTITY OR RELIABILITY OF ANY THIRD PARTY, OR AS TO THE ACCURACY OF THE POSTINGS MADE ON THE SERVICES BY ANY THIRD PARTY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN ADDITION, NOTWITHSTANDING ANY FEATURE A STUDENT MAY USE TO SELECT A TEACHER, EACH STUDENT IS RESPONSIBLE FOR SELECTING THEIR TEACHER T AND ROOKLY DOES NOT PROVIDE ANY WARRANTY WITH RESPECT TO ANY SERVICES PURCHASED BY A STUDENT ON THE SERVICES AND DOES NOT RECOMMEND ANY PARTICULAR TEACHER. ROOKLY DOES NOT PROVIDE ANY WARRANTIES OR GUARANTEES REGARDING ANY TEACHER'S PROFESSIONAL ACCREDITATION, REGISTRATION OR LICENSE.

15. Limitation of Liability

IN NO EVENT SHALL ROOKLY, OUR LICENSORS OR THE TEACHERS BE LIABLE TO YOU OR ANY OTHER AUTHORIZED USER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES PURSUANT TO THESE TERMS, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU

NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, IN NO EVENT WILL OUR LIABILITY TO YOU FOR ANY ACTION OR CLAIM RELATED TO THE SERVICES PROVIDED UNDER THESE TERMS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE OR ANY

OTHER THEORY OF LIABILITY, EXCEED IN THE GREATER OF: (A) \$100 OR (B) THE AGGREGATE AMOUNT OF SERVICE CHARGES ACTUALLY COLLECTED BY US FROM YOU FOR THE SERVICES TO WHICH THE LIABILITY RELATES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DETERMINATION OF SUCH LIABILITY.

16. Indemnification

You agree to indemnify, defend and hold Rookly harmless, including against all costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of the Services, (ii) your decision to submit postings and accept offers from other Authorized User, (iii) any breach of contract or other claims made by Authorized Users with which you conducted business through the Services, (iv) your violation of these Terms, (v) any products or services purchased or obtained by you in connection with the Services, (vi) any negligent or intentional wrongdoing committed by you on or through the Services, (vii) any infringement by you, or any third party using your Account, of any intellectual property or other right of any person or entity. Rookly reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Rookly and you agree to cooperate with Rookly's defense of these claims. You agree not to settle any such matter without the prior written consent of Rookly. Rookly will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of such claim, action or proceeding.

17. Suspension, Termination or Cancellation

17.1 Termination By You

You may terminate these Terms at any time by closing your Account, discontinuing your use of the Services. You have the right to cancel your Account at any time under settings.

17.2 Termination by Rookly

We may suspend, cancel or terminate your Account, suspend your ability to use certain portions of the Services, freeze your account, and/or ban you altogether from the Services for any reason or for no reason, and without notice or liability of any kind. Reasons for such suspension, cancelation or termination may include, but are not limited to, if we believe in good faith that (a) you, a related person, or your Employee (to the extent you are a Company) has engaged in any of the restricted conduct described in Section 11 (Restrictions) or otherwise violated or may have violated these Terms and/or any Rookly Policies, or (b) your Account and use of the Services have been inactive for more than twelve (12) months. To the extent that you violate these Terms and we revoke the licenses granted to you, you will lose all benefits and privileges associated with the Services. We are under no obligation to compensate you for any such losses.

We reserve the right to stop making available any one or more of the Services, at any time, whether on a temporary or permanent basis and without any liability, compensation, refunds or other compensatory benefits to you. Your license to the Services automatically ends when we terminate access to such Services. Any such action could prevent you from accessing your Account, the Services, any Rookly Content, or any other related information.

17.3 Survival

In the event of any termination of these Terms, whether by you or Rookly, the following Sections will continue in full force and effect: Section 8 (Ownership), Section 10 (Student Content), including but not limited to Rookly's right to use your Student Content, Section 11 (Restrictions), Section 12 (Links), Section 13 (Enforcement of Terms of Service), Section 14 (Disclaimers), Section 15 (Limitation of Liability), Section 16 (Indemnification), Section 17 (Suspension, Termination or Cancellation, Survival), Section 18 (Entire Agreement), Section 19 (Assignment),

Section 20 (Notices), Section 21 (Governing Law and Jurisdiction), Section 22 (Dispute Resolution), Section 23 (Feedback) and Section 24 (General).

18. Entire Agreement

Except as they may be supplemented by additional Rookly policies, guidelines, standards, or terms for a specific product, feature, service or offering, these Terms together with any Rookly policies constitute the entire and exclusive understanding and agreement between Rookly and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Rookly and you in relation to your access to and use of the Services.

19. Assignment

You may not assign or transfer these Terms, or any rights or obligations hereunder, by operation of law or otherwise, without Rookly's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and of no effect. Rookly may assign or transfer these Terms, and any rights or obligations hereunder, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

20. Notices

Unless you otherwise indicate in writing to customer service in accordance with Section 25 (Contacting Customer Service), Rookly will communicate with you by email or by posting communications on the Services. You consent to receive communications from us electronically and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication when Rookly sends the communication to the email address you have provided to Rookly on the Services, or when Rookly posts such communication on the Services. You must keep your email address updated on the Services, and you must regularly check the Services for postings. If you fail to respond to an email message from Rookly regarding violation, dispute or complaint within two business days, Rookly will have the right to terminate or suspend your Account.

All notices to Rookly intended to have a legal effect concerning these Terms must be in writing and delivered either in person or by a means evidenced by a delivery receipt, to the following email address: amir@rookly.com. All notices should be headed with the title "Legal Notice" Such notices to Rookly are deemed effective upon receipt.

21. Governing Law

Any claims arising out of the Services or these Terms that will be subject to the laws of the State of California without reference to conflict of laws principles.

22. Dispute Resolution; Binding Arbitration and Class Action Waiver

READ THIS SECTION 22 CAREFULLY. THIS SECTION 22 MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

22.1 Informal Dispute Resolution

Our customer service department is available as noted in Section 25 (Contacting Customer Service) to address any concerns, disputes, claims or controversies you may have regarding the Services, these Terms or the relationship between you and Rookly (collectively, "**Disputes**"). Most Disputes are quickly resolved in this manner to our users' satisfaction. The parties shall use their best efforts to settle any Dispute directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

22.2 Dispute Resolution

- i. If the parties do not agree upon a resolution in connection with a Dispute within a period of thirty (30) calendar days from the time informal dispute resolution is initiated pursuant to Section 22.1 (Initial Dispute Resolution), then either party may initiate binding arbitration as the sole means to formally resolve claims (the "**Agreement to Arbitrate**"), subject to the terms set forth below. Specifically, all Disputes shall be finally settled by binding arbitration administered by the American Arbitration Association (the "**AAA**"). The arbitration proceedings shall be governed by AAA's Commercial Arbitration Rules (the "**AAA Rules**") and, where appropriate, AAA's Supplementary Procedures for Resolution of Consumer-Related Disputes (the "**AAA Consumer Rules**"). This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act shall apply to the interpretation, applicability, enforceability and formation of these Terms notwithstanding any other choice of law provision contained in these Terms. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including without limitation any claim that all or any party of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so.

The AAA Rules and the AAA Consumer Rules are both available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the cost of litigation and the right to discovery may be more limited in arbitration than in court.

- ii. Location. The arbitration will take place at any reasonable location within the United States convenient for you, including telephonically if available under the AAA Rules.
- iii. Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND ROOKLY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ROOKLY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS AUTHORIZED USER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this subsection is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate Disputes.
- iv. Exception – Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all Disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, moral rights violations, trademark

infringement and/or trade secret misappropriation, but not, for clarity, claims related to the license granted to you for the Services under this Agreement. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

- v. 30 Day Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in Section 22.3(i) (Agreement to Arbitrate), Section 22.3(ii) (Location) and Section 22.3(iii) (Class Action Waiver) above by sending written notice of your decision to opt-out pursuant to Section 20 (Notice). The notice must be sent within 30 days of your first access or use of the Services; otherwise you will be bound to arbitrate Disputes in accordance with the terms of those Sections. If you opt-out of these arbitration provisions, Rookly also will not be bound by such provisions.

23. Feedback

By sending us any ideas, suggestions, documents or proposals ("**Feedback**"), you agree that (i) your Feedback does not contain confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works of, publish, distribute and sublicense the Feedback and you irrevocably waive, and cause to be waived, against Rookly and other Authorized Users any claims and assertions of any moral rights that you may have with respect to such Feedback.

24. General

The failure of Rookly to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Rookly. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

25. Contacting Customer Service

If you wish to report a violation of these Terms, have any questions or need assistance, please contact Rookly customer service at info@rookly.com