

## Terms of Service: As of: July 1, 2014

**Introduction:** Here are the basic rules. If you want to read the details, the below has more detail than most people will ever need. Please check out our mission on [CrazyForEducationLLC.com](http://CrazyForEducationLLC.com).

- **Our focus is delivering the best platform for teachers, educators, publishers, etc. that focuses on helping K-12 and College students succeed.**
- **We watch every lesson. If it does not meet the basic requirement of being safe, clean, and appropriate for students, then we reserve the right to remove you and/or the lesson.**
- **Our platform is Free for participating educators and their students. We welcome parents to create their own accounts to watch lessons that their students are viewing.**
- **Your lessons will become part of a larger library where subscribing students can watch your lessons. If your lessons are watched by subscribers, we share 20% of our profits with you. There is no guarantee that your lessons will ever be watched by a subscriber.**
- **We do not allow violation of copyrights. If you want to use other materials, simply link to it from your lesson.**
- **All content is owned and the responsibility of the educator or publisher contributing the lesson. If someone claims you violated their copyright, we take the position of removing your material until the claim is resolved.**
- **By placing lessons on our platform, you agree to allow us to play your lessons on all of our brands and platforms (see [www.crayforeducationllc.com](http://www.crayforeducationllc.com)).**
- **We are serious about security. We never give out your information to anyone. If a parent wants access to their student account, they must make the request through their teacher and we will consider it (no guarantees).**
- **In summary, don't do anything you would not do in class.**
- **For subscribers... our lessons library is open for unlimited use.**

Sincerely,

**Dr. Renato Cataldo**

**CEO / Founder**

## **1. Ownership of Service**

Welcome to CrazyForEducation LLC. The CrazyForEducation LLC websites (located at [www.CrazyForEducationLLC.com](http://www.CrazyForEducationLLC.com)) and the CrazyForEducation service (collectively, the "CrazyForEducation Service", "Service", "Site", "us", "we" or "our") are owned by CrazyForEducation, LLC. and, from time to time, its subsidiary and affiliate corporations, successors, and assigns (collectively referred to as "CrazyForEducation"). The CrazyForEducation Service currently consists of various web pages at or linked to the URL [www.CrazyForEducation.com](http://www.CrazyForEducation.com), as well as areas of numerous websites operated by other companies that have entered into an agreement with CrazyForEducation to publish their Content through the CrazyForEducation Service on their site. The CrazyForEducation Service may expand or change from time to time.

## **2. Application of General Terms and Conditions.**

Use by end users of the CrazyForEducation Service ("you", "your", "user", or "account holder") and the CrazyForEducation website is governed by these General Terms and Conditions. By accessing the site (including browsing the Site, uploading Content, or completing registration for an Account), you are hereby agreeing to the General Terms and Conditions that govern [CrazyForEducation.com](http://CrazyForEducation.com). Unless explicitly stated otherwise, any new Services, including any new CrazyForEducation properties, shall be subject to these General Terms and Conditions. In addition, CrazyForEducation may have separate registration procedures and separate terms and conditions, terms of service, user agreements, or similar legal agreement/s for certain of its Services. When you are using any service or product offered by CrazyForEducation that does not have a separate legal agreement, these General Terms and Conditions will apply. In addition, CrazyForEducation also may offer certain services from time to time that are governed by the terms of service of the respective service partners. Where the CrazyForEducation Service is running on third-party websites, the terms and conditions of use of those websites may be applicable in addition to these terms and conditions.

If you are under the age of 18, you should review this Agreement with your parent or guardian to make sure that you and your parent and your guardian understand it. Additionally, if you are under the age of 13, it is mandatory for your parent to agree to the Terms and Conditions of the site prior to your general usage or account validation.

### **3. Acceptance of General Terms and Conditions**

By using the CrazyForEducation Service, you agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines or rules applicable to any website where the CrazyForEducation Service is found.

If you do not agree with this Agreement, you should leave the Site and discontinue use of the Services immediately.

### **4. Conditions and Restrictions of Use.**

**A. Termination.** Use of the CrazyForEducation Service is subject to compliance with these Terms and Conditions. You acknowledge and agree that CrazyForEducation may terminate and/or suspend your access to any portion of the CrazyForEducation Service should you fail to comply with the Terms and Conditions or any other guidelines and rules published by CrazyForEducation. Any such termination or suspension shall be in CrazyForEducation' sole discretion and may occur without prior notice, or any notice. CrazyForEducation further reserves the right to terminate or suspend any user's access to CrazyForEducation or to any portion of the CrazyForEducation Service for any conduct that CrazyForEducation, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to CrazyForEducation or its subsidiaries, affiliates, or business contractors, or to other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations. CrazyForEducation further reserves the right to terminate or suspend any user's access to the CrazyForEducation Service for any reason or for no reason at all, in CrazyForEducation' sole discretion, without prior notice.

**B. Access to Content.** Please be aware that the majority of the content found on or through CrazyForEducation is for general audiences, and content should meet local community standards, but may not fit yours. Content is uploaded by Teacher moderators that follow local community standards, and STN code of ethics and standards for K-12 video broadcast. If CrazyForEducation learns that anyone under the age of 13 seeks to conduct a transaction through the Services, CrazyForEducation will require verified parental consent, in accordance with the Children's Online Privacy Protection Act of 1998 ("COPPA"). Certain areas of the CrazyForEducation Service may not be available to children under 13 under any circumstances. CrazyForEducation may disable any content, at any time, at its sole discretion.

**C. Registration and Privacy.** Certain of the CrazyForEducation Services will require the user to register and provide certain data. In consideration of use of such Services, in registering and providing such data, you represent and warrant that: (a) the information about yourself is true, accurate, current, and complete (apart from optional items) as required by various CrazyForEducation registration forms ("Registration Data") and (b) you will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or CrazyForEducation has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CrazyForEducation has the right to suspend or terminate your account and refuse any and all current or future use of the Services.

All CrazyForEducation registrations become the exclusive property of CrazyForEducation, its affiliates, successors in interest, and subsidiaries. CrazyForEducation reserves the right to use and reuse all registration and other personally identifiable user information subject to the CrazyForEducation Privacy Policy. By using the Service, You acknowledge receipt of the CrazyForEducation Privacy Policy, including our Notice Regarding the Privacy of Children Under 13 While on the CrazyForEducation Service.

For those portions of the CrazyForEducation Service that require registration, upon registering, you will receive a password. You are responsible for maintaining the confidentiality of the password and ID, and are fully responsible for all activities that occur under your password or ID. You agree to (a) immediately notify CrazyForEducation 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. CrazyForEducation cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement. It is against the Terms of this Site to share confidential account information like Passwords with other users.

Opting-Out, Corrections and Cancellations: Upon request, CrazyForEducation will (a) remove you and your child's personal information from our database, thereby canceling your registration; (b) correct personal information that you state is erroneous; or (c) for Adult accounts we will permit you to "opt out" of the Moderator role that has been given to verified educators/moderators to help in maintaining CrazyForEducation's safety standards, while still allowing access to the site. To request a correction, contact CrazyForEducation

**D. Responsibility for Minors.** All minors under 13 years of age must be authorized by a verified parent/guardian or an approved teacher in order to create a Child Account. Adults must create either a Parent Account or an Organization (“Moderator”) Account to access the site. These Adult account roles must go through verification processes as stipulated by the FTC in COPPA legislation, in order to validate a child’s account and approve usage of the Site. In cases where you have authorized a minor to use the Services, you recognize that you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor’s access to and use of the Services; and (iii) the consequences of any misuse by the minor. YOU ACKNOWLEDGE THAT SOME AREAS OF THE CRAZYFORE EDUCATION SERVICE MAY CONTAIN MATERIAL THAT IS INAPPROPRIATE FOR MINORS.

**E. Content Moderation Practices.** Content is Screened by our Moderators (“Organization Account” or “Moderator”) but not Error Free. You acknowledge and agree that by using the Services, you may be exposed to Content that is offensive or objectionable. Moderators do their best to personally filter all video, but since they are human, and use local community standards, content may not always be acceptable to you. You further acknowledge and agree that the Services and the Content may contain errors or omissions.

You acknowledge and agree that CrazyForEducation relies on its educator moderators, who are not employees of CrazyForEducation, to screen or review published content on the Service to determine whether it contains false or defamatory material, or material which is offensive, indecent, objectionable, or which contains errors or omissions. Under no circumstances will CrazyForEducation be liable in any way for any user or other third party Content, including, but not limited to, for any defamation, falsehoods, errors or omissions in any such Content, or for any loss or damage of any kind incurred as a result of the use or publication of any such Content posted, emailed or otherwise transmitted via the Services. CrazyForEducation does not guarantee that any Content will be to your satisfaction. In the event that you believe that Content published on or through the CrazyForEducation Service contains defamatory material or otherwise is published in violation of these terms and conditions, however, please contact us right away at:

CrazyForEducation, Inc. c/o General Counsel

10009 Office Center Avenue

St. Louis, Mo. 63128

**F. Premium Content Terms and Conditions.** Authors are solely responsible for all content residing on their premium, CrazyForEducation does not accept responsibility for premium content.

**G. User Agreement Not to Circumvent Publishers' Ownership Rights.** You acknowledge and agree that your rights to view the publisher content that you access on or through the CrazyForEducation Service are strictly limited to the terms of those rights that you obtained in connection with your acquisition of the Content itself. Except as permitted expressly by such rights, you may not copy, reproduce, modify, publish, transmit, transfer or sell, maintain, retain, create derivative works from, distribute or re-distribute, perform, link, display or in any way exploit any Content obtained through the CrazyForEducation Service, including, without limitation, by incorporating data and or Content from the Service into any e-mail, search, catalogue, directory, or other "white pages" products or service, whether browser-based, based on proprietary client-site applications, web-based, or otherwise. You understand, agree and acknowledge that engaging in any of the aforementioned conduct may constitute a crime and/or other form of unlawful behavior for which you may be held criminally and/or civilly liable.

**H. Confidentiality.** The CrazyForEducation Website may now or in the future permit the submission of videos or other communications submitted by you and other users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, CrazyForEducation does not guarantee any confidentiality with respect to any submissions.

**I. User Generated Content.** You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize CrazyForEducation to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service.

**J. Contests.** When entering any contest on the CrazyForEducation site or any contest linked to from the CrazyForEducation site, you must adhere to all of the following Contest Conditions or Restrictions in addition to any stated or written rules anywhere else: (i) You must be at least 13 years of age or older (or have express parental permission) to take part in any of the CrazyForEducation contests. (ii) Prizes are non-transferable nor redeemable for cash. (iii) You must be a US Citizen to qualify for all prizes. (iv) CrazyForEducation and their partners, affiliates, sponsors, employees, or officers are not liable for any lost, delayed, stolen, or incomplete entries or entries delayed or lost due to errors or delays regarding our computer systems or such issues that affect all or part of the internet.

For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to CrazyForEducation, you hereby grant CrazyForEducation a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the CrazyForEducation Website and CrazyForEducation's (and its successor's) business, including without limitation for promoting and redistributing part or all of the CrazyForEducation Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the CrazyForEducation Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The foregoing license granted by you terminates once you remove or delete a User Submission from the CrazyForEducation Website.

**K. DMCA Digital Millennium Copyright Act, Section 512: Take Down Procedures**

In order to have an allegedly infringing content removed from CrazyForEducation.com, or to have access to an allegedly infringing content disabled, the copyright owner must provide notice to CrazyForEducation with the following information:

- The name, address, and electronic signature of the complaining party [512(c)(3)(A)(i)]
- The infringing materials and their Internet location [512(c)(3)(A)(ii-iii)], or if the service provider is an "information location tool" such as a search engine, the reference or link to the infringing materials [512(d)(3)].
- Sufficient information to identify the copyrighted works [512(c)(3)(A)(iv)].

- A statement by the owner that it has a good faith belief that there is no legal basis for the use of the materials complained of [512(c)(3)(A)(v)].
- A statement of the accuracy of the notice and, under penalty of perjury, that the complaining party is authorized to act on the behalf of the owner [512(c)(3)(A)(vi)].

Once notice is given to CrazyForEducation, or in circumstances where CrazyForEducation discovers the infringing material itself, CrazyForEducation will expeditiously remove, or disable access to, the material. The safe harbor provisions of section 512, do not require CrazyForEducation to notify the individual responsible for the allegedly infringing material before it has been removed, but they do require notification after the material is removed.

## **5. User Conduct, Rules, and Moderation Practices**

All Users are expected to adhere to the behavior rules that govern the site. We do not tolerate content and conduct that shows vulgarity, sexual behavior, nudity, alcohol or drug references, racisms or sexism or bigotry, religious content, bullying, trolling, self abuse, family abuse, substance abuse, weapons, threats, violence, hacking or fraudulent behavior (or threats), intolerance, or any other behavior that inhibits a user's ability to enjoy a safe and fun experience. If any users is found at fault for sharing this type of conduct within uploaded content, comments, chat, usernames, or any other form of User Generated Content, he or she may be permanently removed from accessing the Site, and in extreme cases, reported to local Authorities.

In addition to the above, you expressly agree that you will not use CrazyForEducation Services to:

- A. Upload, post, email, otherwise transmit, or post links to any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.
- B. Upload, post, email, otherwise transmit, or post links to any Content that promotes illegal activity, including without limitation the provision of instructions for illegal activity.
- C. Upload, post, email, otherwise transmit, or post links to any Content that exploits the images of children under 13 years of age, or that discloses personally identifying information belonging to children under 13 years of age or harm minors in any other way.
- D. Collect or store personally identifying information about other users for commercial or unlawful purposes.



E. Impersonate any person or entity, including, but not limited to, a CrazyForEducation official, employee, or falsely state or otherwise misrepresent your affiliation with a person or entity or employ misleading email addresses or falsify information in the header, footer, return path, or any part of any communication, including emails, transmitted through the Services.

F. Upload, post, email, otherwise transmit, or post links to any Content that you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) or upload, post, email, otherwise transmit, or post links to any Content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights ("Rights") of any party, or contributing to inducing or facilitating such infringement. This prohibition shall include, without limitation, the following forms of software piracy:

- Making available copyrighted software or other Content that has had the copyright protection removed.
- Making available serial numbers for software that can be used to illegally validate or register software.
- Making available tools that can be used for no purpose other than for "cracking" software or other copyrighted Content.
- Making available any software files for which the user does not own the copyright or have the legal right to make available.

G. Upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose.

H. Upload, post, email, otherwise transmit, or post links to any material that contains software viruses, worms, trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the Services or CrazyForEducation.

I. Conduct your own contests and promotions or upload, post, email, otherwise transmit, or post links to any Content regarding any raffle, contest or game requiring a fee by participants.

J. Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services.

K. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law or use CrazyForEducation or the Services to sell, purchase, or offer to sell or purchase any registered or unregistered securities, or upload, post, email, otherwise transmit, or post links to any material that is false, misleading, or designed to manipulate any equity, security, or other market.

L. Fail to complete any transaction after submitting an order to purchase any goods or services, subject to any specific terms and conditions governing such transactions, or submit any order to purchase goods or services where you do not intend to complete the transaction.

M. Purchase any goods or services that you are prohibited from purchasing or possessing by any law applicable to you in your jurisdiction. The responsibility for ensuring compliance with all such laws shall be the user's alone. By submitting an order to purchase goods or services, you represent and warrant that you have the legal right to purchase such goods or services.

N. Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any software deployed in connection with the Services.

O. Advertise, offer for sale, or sell any item you are prohibited from advertising or selling by any applicable local, state, national, or international law, including regulations having the force of law, or advertise, offer for sale, or sell any of the following items:

- Any firearms, explosives, or weapons.
- Any food that is not packaged or does not comply with all laws governing the sale of food to consumers by commercial merchants.
- Any alcoholic beverages.

- Any tobacco products for human consumption, including, without limitation, cigarettes and cigars. Any items that are indecent or obscene, that are hateful or racially, sexually, ethnically or otherwise objectionable, that contain child pornography, that are otherwise pornographic in nature, or are harmful to minors.
- Any controlled substances or pharmaceuticals.
- Any items that are counterfeit or stolen.
- Any dangerous items.
- Any goods or services that do not, in fact, exist.
- Any registered or unregistered securities.
- Any items that violate or infringe the rights of other parties.
- Any items that you do not have the legal right to sell.
- Any items where doing so through CrazyForEducation or the Service would cause CrazyForEducation to violate any law.

You expressly acknowledge and agree that CrazyForEducation may preserve Content and may also disclose Content 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 the Terms and Conditions; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of CrazyForEducation, its users and the public. You acknowledge and agree 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. You further acknowledge and agree that other data collected and maintained by CrazyForEducation with regard to its users may be disclosed in accordance with CrazyForEducation's Privacy Policy.

CrazyForEducation also may suspend or terminate any user account for any Service because of user inactivity. For example, a CrazyForEducation account may be terminated or suspended if a user fails to sign-in to the CrazyForEducation Service for an extended period of time. What is considered "user inactivity" varies depending on the Service. If one of your accounts is suspended or terminated for inactivity, your right to use such Service immediately ceases.

## **6 Notice and Procedure For Making Claims of Copyright or Intellectual Property Infringement.**

CrazyForEducation respects the intellectual property of others. CrazyForEducation does not, however, independently confirm that all Content made available through the CrazyForEducation Service is provided by a valid rights holder. In the event that CrazyForEducation becomes aware that Content published on or through the CrazyForEducation Service has been provided by a person who is not a valid rights holder, CrazyForEducation may, in appropriate circumstances and at its discretion, disable and/or terminate the publication of such Content. If you believe that your work has been copied or published in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide CrazyForEducation's Copyright Agent and/or General Counsel the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located or found on the website or Service;
4. your (or your parent/guardian) address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

CrazyForEducation's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By Mail: CrazyForEducation, Inc. c/o Copyright Agent or General Counsel 10009 Office Center Ave, St. Louis, Mo. 63128

For a full understanding of any rights and or remedies you may have in the case of any infringement, please consult with an attorney.

## **7. License To Content.**

Except as otherwise provided by the CrazyForEducation Privacy Policy, with respect to any Content posted by you on, to, or through CrazyForEducation or the Services, you grant CrazyForEducation a world-wide, license to use, copy, transmit, publicly display, publicly perform, create compilations including, create derivative works of, and distribute such Content to publish and promote such Content in connection with the particular Services and to publish and promote such Content elsewhere within CrazyForEducation and the Services. Such license shall apply with respect to any form, media, or technology now known or later developed.

## **8. DISCLAIMER OF WARRANTIES**

CRAZYFOREEDUCATION AND THE SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, CRAZYFOREEDUCATION DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, CRAZYFOREEDUCATION DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICES, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH THE SERVICES OR THROUGH ANY LINKS PROVIDED IN THE SERVICES. CRAZYFOREEDUCATION SIMILARLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE SERVICES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT CRAZYFOREEDUCATION DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, RELIABILITY, OR OPERABILITY OR AVAILABILITY OF INFORMATION OR MATERIAL IN THE SERVICES. CRAZYFOREEDUCATION DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. CRAZYFOREEDUCATION DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR HARM CAUSED BY VIRUSES OR SIMILAR

CONTAMINATION OR DESTRUCTIVE FEATURES. CRAZYFOREducation MAKES NO WARRANTY REGARDING THE RELIABILITY OR ACCESSIBILITY OF MEMBER WEB PAGES OR ANY STORAGE FACILITIES OFFERED BY CRAZYFOREducation. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS IN THE DOWNLOAD OF SUCH MATERIAL.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

#### **9. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL CRAZYFOREducation OR ITS LICENSORS BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF AND RELIANCE ON THE SERVICES. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF CRAZYFOREducation OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICES, FROM INABILITY TO USE THE SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICES. SUCH LIMITATION SHALL APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE CRAZYFOREducation NETWORK. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SUCH LIMITATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY

LAW. UNDER NO CIRCUMSTANCES SHALL CRAZYFOREducation OR ITS LICENSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, the foregoing limitation may not apply to you.

**10. Indemnity.**

You agree to indemnify and hold CrazyForEducation and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your violation of these Terms and Conditions or any other applicable published CrazyForEducation usage terms, conditions, policies, or requirements, or your violation of any rights of another.

**11. Non-Discrimination.**

CrazyForEducation does not discriminate on the basis of age, gender, race, ethnicity, nationality, religion, sexual orientation, or any other protected status.

**12. Questions.**

Please direct any legal questions to: General Counsel

CrazyForEducation, Inc.

1100 Corporate Square Dr, Suit 208.

St. Louis, Mo, 63132

**13. Consent to Exclusive Jurisdiction, Waiver of Objections.**

These Terms and Conditions and the relationship between you and CrazyForEducation shall be governed by the laws of the state of Missouri without regard to its conflict of law

provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within the Common wealth of Missouri for the adjudication of any and all claims arising out of your use of the CrazyForEducation Services, and you waive any objection thereto.

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## **Privacy Policy**

**As of: July 1, 2014**

This is the Privacy Policy of the CrazyForEducation website (the "Site"), operated by CrazyForEducation, Inc. ("CrazyForEducation", "us", "we", "our", and terms of similar meaning). This page describes the information that we collect from you as part of the normal operation of the Site, and how we use and disclose information.

By accepting the Privacy Policy in registration or by visiting and using the Site (including browsing and registering for an Account), you expressly consent to our collection, use, and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is also subject to the Terms of Service you agree to by using, browsing, or registering for the Site.

Within this Policy we will provide you information regarding the following:

- How CrazyForEducation handles personal information\* it receives, both on and off the Internet
- What information CrazyForEducation collects and how it collects it
- What you can do to control the information about you that CrazyForEducation collected, including certain changes you can make to that information
- How CrazyForEducation protects information it collects from misuse
- The differences in information solicited to create an account for a child versus an adult
- How we determine adult vs minor Accounts and our approval processes

## **PRIVACY POLICY**

*General Guidelines for Information Collection and Use of CrazyForEducation.com*



### *Non-Identifiable Information*

CrazyForEducation collects and compiles statistical information about all visitors to our web site, even if they haven't registered. The information used to compile statistics is passed from a visitor's computer to our server each time a page is requested. This statistical information is logged and provides long-term usage data and trends that help CrazyForEducation allocate resources and better meet demands during peak usage. This information is not linked to the end user and is not considered personal information.

The information collected includes:

1. The type and version of your Operating System and Web Browser
2. Your computer's IP address
3. The date and time of your visit
4. What page you visited
5. What page you came from

When you register with CrazyForEducation, although we categorize you as a "Visitor" or a "Guest", you are no longer anonymous. Your registration information is used to deliver CrazyForEducation education and outreach program material and to help CrazyForEducation develop future program material. Certain statistical information gathered from our subscribers is used to generate reports for governmental agencies. We must report this information because CrazyForEducation receives Grant money from the U.S. government.

CrazyForEducation does not identify you by name in these reports; it only reports information in the aggregate.

### *Live Collected Information*

CrazyForEducation often collects information from people who attend CrazyForEducation activities or events or who our staff members meet during the course of their duties. If we believe these people may be interested in the CrazyForEducation program material, we elect to subscribe them. If so, we notify them via e-mail and ask whether or not they want this material.

### *Registering for an Account*

In order to create an account, users must provide information within a registration form. There are 3 types of accounts that a user may choose to register for: Child Account, Parent Account, Organization (or "Moderator"). Children under the age of 13 may not provide

personally identifiable information, and due to the nature of the site, may not fully use the Services until a legal guardian / parent or approved teacher has given permission by creating a Parent Account or an Organization (“moderator”) account. Parents and Teachers/Organizations MUST provide valid proof of their identity and adult status before approving a child’s access to the Site.

#### *Information Collected from Children under 13*

CrazyForEducation will not ask a child or young person under the age of 13 for more information than reasonable in order to provide that student with ability to request approval from a verified adult. As stipulated by COPPA (Children’s Online Privacy Protection Act), CrazyForEducation may only ask for non-personally identifiable information, such as a username, password prior to their account creation approval by a verified adult. CrazyForEducation will also request a parent or guardian (such as a Teacher) email address in order to attain approval and valid permission to use the Site.

#### *Information Collected in Registration*

- Adult Approved Child Account: age, username, password, first name, last initial, school name and a parent or guardian (Teacher) address.
- Parent Account: First name, last name, address, age, and either form of electronic identity verification: valid Social Security number or valid Credit Card
- Organization: Organization name, address, point person (Teacher) first name and last name, and either form of electronic identity verification: valid social security number or valid credit card number, or a signed/uploaded legal agreement with a valid signature.

#### *Unsolicited Information (User Generated Content)*

CrazyForEducation does not allow children under the age of 13 to provide User Content of any type, outside of registration, to the live Site. A child must be approved by a validated Adult Account (Parent or Teacher/Organization) in order to post content to the Site.

Content posted to the Site is then regulated by the Terms of Service both the child and adult agree to at Account creation.

Organization “Moderators” and site filters are in place to screen and remove any additional form of Personally Identifiable Information considered unacceptable for CrazyForEducation.com. Accounts who break the rules concerning Personally Identifiable Information, or other conduct related issues that consider privacy, may be permanently deactivated, or in extreme cases, reported to local authorities for additional review.

### *Information Sharing and Disclosure*

Other than the following instances, CrazyForEducation does not rent, sell or share personal information about you with any other person(s) or organization(s):

- CrazyForEducation may share your information with outsourced service providers in order to provide the materials you requested. For example, to fill an order for training materials, your name, address, and phone number may be provided to a third-party order filling agency so they can ship you the materials.
- When the law requires CrazyForEducation to respond to subpoenas, court orders, or other legal process, CrazyForEducation provides the information needed to obey the law. CrazyForEducation also may provide information in order to establish or exercise our legal rights or defend against legal claims. CrazyForEducation believes it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our terms of use, or as otherwise required by law.
- CrazyForEducation may also share your information with Partner organizations and associations. CrazyForEducation is in no way responsible for the actions of their Partners, CrazyForEducation can not be held liable for their Partners' use (or misuse) of personal information.

CrazyForEducation makes every reasonable effort to ensure the security of the data it collects. However, CrazyForEducation cannot warrant against the disclosure of this information in the event of a security breach or other event beyond our control.

### *Cookies*

To facilitate the experience our website strives to offer, CrazyForEducation may use cookies to store various pieces of information on your computer. The information in these cookies is only retrievable by CrazyForEducation servers. We are confident the information within the cookies is reasonably secure.

Although vulnerabilities in this technology exist, by keeping your web browser up to date, it is unlikely the information in these cookies will be misappropriated.

A cookie is a data file stored on your hard drive by your browser. It does not contain any executable code and cannot gather information from your computer that you have not already provided CrazyForEducation either in a form, or by requesting a page from our site (see "General Guidelines for Information Collection and Use", above).

Most browsers allow users to choose not to receive cookies. If you disable cookies on your browser, some pages on our site may not work correctly (or at all!), or some features may be disabled.

#### *Your Ability to Edit Your Account Information*

A registered user may edit their personal account information by logging-in to CrazyForEducation.com and clicking on the "My Account" link on the top right of the page, then clicking on "Settings". "Account" Users may edit and update their personal information.

New program information may be added from time-to-time. CrazyForEducation will attempt to anticipate your interest in this information based on information in your profile, and may sign you up automatically. You may opt-out of some of these services by editing your account information (as described above).

CrazyForEducation reserves the right to send important announcements or notices to all registered users without extending an opportunity to opt-out of such notices.

CrazyForEducation reserves the right to maintain archival copies of contact data of our registrants. The primary purpose of this archive is to prevent accidentally re-adding you to our service if you have requested not to receive further information. Concerns about this archival copy may be addressed to the webmaster.

#### *Confidentiality and Security*

CrazyForEducation limits access to your personal information to those CrazyForEducation employees who have a need to come into contact with that information.

To protect your personal information, CrazyForEducation employs physical, electronic, and procedural safeguards that comply with federal regulations.

Your personal information is password protected and, in some cases, encrypted for additional protection.

#### *Changes to this Policy*

CrazyForEducation may update its privacy policy from time-to-time and will notify you about significant changes to its policy either by:

1. emailing your primary e-mail address registered with us, or
2. displaying a notice on our website.

#### *Other Notices*

On occasion, you may find links on our site that lead to pages provided by organizations other than CrazyForEducation whose content and associated privacy policy are beyond our control. CrazyForEducation makes every reasonable effort only to link to content it believes its patrons would approve. However, despite CrazyForEducation's efforts, you are strongly advised to make yourself aware of any privacy policies applicable to those pages linked from CrazyForEducation, since CrazyForEducation cannot be held accountable for the content on, or linked to, on those linked pages.

*Remove Your Information*

If you wish to have your child's or your information removed from CrazyForEducation's systems, please contact us at <http://www.CrazyForEducationLLC.com>, or write us at:

CrazyForEducation Security Team

1100 Corporate Square Drive, Suite 208

St. Louis, MO 63132

*Additional Questions or Safety Comments*

Please contact us at <http://www.CrazyForEducationLLC.com> and we will be happy to help provide any additional information you may require.