

TEACHER LICENSE AGREEMENT

This Teacher License Agreement is a legal agreement between you, the teacher, together with Classcraft Studios Inc. (“Classcraft”), having its head office at 5377 av. Earnscliffe, Montréal, Québec, H3X 2P8.

Please read these terms of use carefully before using the Services (as herein defined) offered by Classcraft, which owns and operates the Website (as herein defined). BY REGISTERING TO USE THE SERVICES IN ANY MANNER, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. If you do not unconditionally agree to all the terms and conditions of the Agreement (as herein defined), you have no right to access or use the Services. Use of Services is expressly conditioned upon your assent to all the terms and conditions of this Agreement, to the exclusion of all other terms. If the terms of this Agreement are considered an offer, acceptance is expressly limited to such terms.

You represent and warrant to Classcraft that (i) you are an individual and not a corporation; (ii) you are of legal age to form a binding contract; (iii) you are a teacher in a classroom setting and that all registration information you submit is accurate and truthful; (iv) you will maintain the accuracy of such information; (v) if you are accepting this Agreement on behalf of an institution, company or other legal entity, you have the authority to bind that institution, company or legal entity to this Agreement. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

1. DEFINITIONS

As used in this Agreement the following terms shall have the following definitions regardless whether used in their singular or plural form:

- 1.1 **“Agreement”** shall mean this Teacher License Agreement;
- 1.2 **“Company User ID”** shall mean a password and user name for the use of the Services;
- 1.3 **“Consent”** shall mean advance written consent from all parents whose children will be accessing the Services;
- 1.4 **“Content”** shall mean all materials displayed or performed as part of the Services, including but not limited to text, graphics, articles, photographs, images, illustrations;
- 1.5 **“COPPA”** shall have the meaning ascribed to it in paragraph 4.1.3;
- 1.6 **“Game Master”** shall mean yourself, as manager of all aspects of the Services within the Licensed Class;

- 1.7 **“Input”** shall mean any input provided by you regarding the Services, including, but not limited to, any powers, functions or features assigned to characters or any events used to win or lose points;
- 1.8 **“Items Posted”** shall mean all items posted within the Services by yourself and the students in the Licensed Class;
- 1.9 **“Licensed Class”** shall mean one set of course materials taught to one group of students at the same time in the same location, over a period not exceeding ten months;
- 1.10 **“Privacy Policy”** shall mean Classcraft’s current Privacy Policy which can be consulted at http://www.classcraft.com/legal_privacy;
- 1.11 **“Services”** shall mean the Website and domain name, all other websites and domain names affiliated with Classcraft and any other linked pages, features, content or application services offered from time to time by Classcraft, and shall include, without limitation, any service Classcraft performs for you and the content offered by Classcraft on the Website;
- 1.12 **“User Submissions”** shall mean information or Content posted by yourself or the students in the Licensed Class on the Website or otherwise provided to Classcraft in connection with the Services; and
- 1.13 **“Website”** shall mean the classcraft.com website.

2. **Access to the Game**

- 2.1 The Services are owned and operated by Classcraft.
- 2.2 Classcraft may change, suspend or discontinue all or any part of the Services at any time, may impose limits on certain features and services, or restrict your access to parts or all of the Services without notice or liability.
- 2.3 Classcraft reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on the Website, or by sending you a notice via email. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services or the Website following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.
- 2.4 You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Services, including, without limitation, modems, hardware, software, projection equipment, internet access and telephone service, and shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.

3. Scope and Term

- 3.1 You are authorized under this Agreement to use the Services for one Licensed Class and one Licensed Class only. A separate Teacher License Agreement is required for each Licensed Class.
- 3.2 Addition of any users who are not students in the Licensed Class is not authorized, and any such addition may cause the cancellation of this Agreement by Classcraft.

4. Your Role

4.1 Role as Teacher

- 4.1.1 You acknowledge that as a teacher you will be responsible for granting access to the Services to the students in the Licensed Class. You agree that access to the Services will not be granted outside yourself, the students in the Licensed Class, and the administration of the school you are employed by (if applicable).
- 4.1.2 Classcraft recommends that you print a copy of the Student License Agreement and a copy of the Privacy Policy at http://www.classcraft.com/legal_privacy for each minor student to bring to their parent(s) or guardian(s).
- 4.1.3 If you are teaching in the United States of America, you represent and warrant that you are solely responsible for complying with the *Child Online Privacy Protection Act* ("COPPA"), which requires parental consent for online collection of personal information from children under 13. When obtaining Consent, you must provide parents with a copy of our Privacy Policy http://www.classcraft.com/legal_privacy. You must keep signed Consents on file and provide them to Classcraft upon our request. For more information on COPPA, please see www.ftc.gov/privacy.
- 4.1.4 As teacher, you are responsible to monitor and manage all Items Posted. Classcraft does not monitor or manage Items Posted and is not responsible for Items Posted. You accept sole responsibility to ensure that Items Posted meet the following guidelines:
 - Items Posted must not include any communication or solicitation designed or intended to obtain password, account or private information from any user of the Services.
 - Items Posted must not include any illegal material, including any material that may be considered threatening or obscene.
 - Items Posted must not include any software or software code that may be executed from within the Services.

4.2 Role as Game Master

4.2.1 You acknowledge that you are the Game Master. This responsibility includes all customizable features, all awarding of either positive or negative consequences, and all in-class and online dialogue and communication of any sort between students and teachers.

4.2.2 You agree that you will execute your role as Game Master in a diligent, fair and equitable manner without misuse or abuse of the power of the Game Master. Classcraft reserves the right to terminate the license of any teacher who the Classcraft determines has misused or abused this power. Classcraft shall have complete and final authority in this matter.

5. Privacy Policy

5.1 For information regarding Classcraft's treatment of personally identifiable information, please review the Privacy Policy, which is hereby incorporated into this Agreement by reference.

6. Website Content

6.1 The Website and Content are intended solely for the educational use of Website users and may only be used in accordance with the terms of this Agreement. Content is protected by copyright and other intellectual property laws.

6.2 You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

6.3 The Website is protected by copyright as a collective work and/or compilation under copyright laws and international conventions. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section 6), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

6.4 You may download or copy the Content (and other items displayed on the Website for download) for use within the Licensed Class only, provided that you maintain all copyright and other notices contained in such Content, but shall not store any significant portion of any Content in any form. Copying or storing of any Content other than for the purposes licensed by this document is expressly prohibited without prior written permission from Classcraft or from the copyright holder identified in such Content's copyright notice.

6.5 In the course of using the Services, you and other users may post or upload information to public forums, teacher forums or student forums. Information

uploaded to these forums will be visible to certain other users and may also be used by Classcraft in connection with the Services. You understand that by posting information or content on the Website or otherwise providing User Submissions, Classcraft hereby is and shall be granted a non exclusive, worldwide, royalty free, perpetual, irrevocable, and transferable right to fully exploit such User Submissions (including all related intellectual property rights) and to allow others to do so; however, Classcraft will only share your personally identifiable information in accordance with the Privacy Policy.

- 6.6 You also hereby do and shall grant each user of the Services a non-exclusive license to access your User Submissions through the Services, and to use, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Services and under this Agreement. Furthermore, you understand that Classcraft retains the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted by you.
- 6.7 You understand that all information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such information originated and that Classcraft will not be liable for any errors or omissions in any information.
- 6.8 You understand that Classcraft cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, Classcraft cannot guarantee the authenticity of any data that users may provide about themselves.
- 6.9 You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. Under no circumstances will Classcraft be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

7. Your Warranties

- 7.1 You acknowledge and agree that any Input shall belong to Classcraft without any obligation of Classcraft to pay compensation of any kind to you. You hereby assign and agree to assign to Classcraft all rights and interest in and to the Input, and waive and agree not to exercise any moral rights with respect to the Input.
- 7.2 You warrant, represent and agree that you will not contribute any Content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account in any way, such as allowing someone else access to your account or password.

- 7.3 Classcraft reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Classcraft is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You, not Classcraft, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such Content to Classcraft and to grant Classcraft the rights to use such information in connection with the Services and as otherwise provided herein.
- 7.4 You shall defend, indemnify and hold Classcraft, its subsidiaries, affiliates, officers and employees harmless against any and all damages, losses, fines, costs, expenses (including attorneys' fees), claims and liabilities, asserted at any time, arising out of your access to the Services, use of the Services, your violation of this Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

8. Restrictions

- 8.1 You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services.
- 8.2 You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Classcraft user.
- 8.3 Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited.
- 8.4 You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while you are not logged on to the Website, or that otherwise interfere with the proper working of or place an unreasonable load on the Services' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website is strictly prohibited.
- 8.5 You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services.
- 8.6 You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.
- 8.7 You may not transfer your account to anyone without express prior written consent of Classcraft.

9. Warranty Disclaimer

- 9.1 Classcraft has no special relationship with or fiduciary duty to you. You acknowledge that Classcraft has no control over, and no duty to take any action regarding: which users gain access to the Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content.
- 9.2 You release Classcraft from all liability for you having acquired or not acquired Content through the Services.
- 9.3 The Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Classcraft makes no representations concerning any content contained in or accessed through the Services, and Classcraft will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services.
- 9.4 Classcraft makes no representations or warranties regarding suggestions or recommendations of services or products (including Content provided by publishers) offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) are provided "AS IS" without any warranty of any kind from Classcraft or others unless, with respect to others (only), otherwise made expressly and unambiguously in writing by a designated third party for a specific product.
- 9.5 The Services, Content, and any software are provided on an "as is" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that use of the Services will be uninterrupted or error-free.

10. Registration

- 10.1 As a condition to using Services, you will be required to register with Classcraft and select a Company User ID. You shall provide Classcraft with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account.
- 10.2 You may not (i) select or use as a Company User ID a name of another person with the intent to impersonate that person; or (ii) use as a Company User ID a name subject to any rights of a person other than you without appropriate authorization.
- 10.3 Classcraft reserves the right to refuse registration of or cancel a Company User ID in its discretion. You shall be responsible for maintaining the confidentiality of your password.

11. Fees and Payment

- 11.1 Classcraft reserves the right to require payment of fees for certain Services. If you want access to those Services, you shall pay all applicable fees for those Services, as will be described on the Website.
- 11.2 Classcraft reserves the right to change its price list for certain Services and to institute new charges at any time, upon notice to you, which may be sent by email or posted on the Website. If you continue to use those Services following such notification, that use constitutes your acceptance of any new or increased charges.
- 11.3 Classcraft reserves the right to offer users the opportunity to buy merchandise, both virtual and real.

12. Third Party Websites

- 12.1 The Services may contain links to third party websites that are not owned or controlled by Classcraft. When you access third party websites, you do so at your own risk. Classcraft encourages you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each third party website that you visit.
- 12.2 Classcraft has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites. In addition, Classcraft will not and cannot monitor, verify, censor or edit the content of any third party site.
- 12.3 By using the Services, you expressly relieve and hold harmless Classcraft from any and all liability arising from your use of any third party website. Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Classcraft shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.
- 12.4 If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Classcraft is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Classcraft, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our service.

13. Confidential Information

The provisions of this Agreement are confidential and may not be disclosed by You to third parties other than their legal representatives. Notwithstanding the above, you may disclose the provisions of this Agreement on a confidential basis, to the administration of the school you are employed by.

14. TERM AND TERMINATION

14.1 This Agreement shall remain in full force and effect until the end of the Licensed Class.

14.2 You may terminate your use of the Services or your account at any time by contacting us at cancellations@classcraft.com. It is understood that the termination of the Agreement will automatically trigger the termination of the Student License Agreements for those students in the Licensed Class.

14.3 Classcraft may suspend or terminate your access to the Services or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the forfeiture and destruction of all information associated with your membership. Upon termination of your account, your right to use the Services, access the Website, and any Content will immediately cease.

14.4 All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

14.5 In the event of termination of this agreement by Classcraft, Classcraft shall not be held liable for any damages in excess of the fee the Licensee has paid to use the Services.

14.6 The early termination or expiration of this Agreement shall not operate to limit any rights or remedies available to Classcraft that accrued prior to termination or expiration hereof.

15. Governing Law

15.1 This Agreement shall be construed in accordance with and governed by the laws of the Province of Quebec and the laws of Canada applicable herein, without regard to conflict of law rules which would cause the laws of any other jurisdiction to apply. Any and all disputes, claims, and questions regarding the interpretation, performance and enforceability of this Agreement, and the rights and remedies of the parties hereunder, and any action or judicial proceeding related thereto shall be initiated and prosecuted exclusively in the Province of Quebec. The parties agree to submit and hereby irrevocably attorn to the exclusive jurisdiction of such court.

16. General Provisions

- 16.1 Classcraft shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Classcraft's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).
- 16.2 If a provision of this Agreement is held invalid or unenforceable, any other provision contained herein shall be separately valid and enforceable to the fullest extent permitted by law.
- 16.3 No negligence or waiver by either party to exercise a right shall be deemed to be or construed as a waiver by either party of its rights.
- 16.4 You shall not assign, transfer or sublicense this Agreement except with Classcraft's prior written consent.
- 16.5 Classcraft may assign, transfer or delegate this Agreement and Classcraft's rights and obligations without your consent.
- 16.6 Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and subject to section 2.3 that all modifications must be in a writing signed by both parties, except as otherwise provided herein.
- 16.7 This Agreement and any subsequent versions of this Agreement posted to the Website will be deemed a writing signed by both parties.
- 16.8 No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Classcraft in any respect whatsoever.

17. Language of Agreement

- 17.1 The parties hereto confirm that they have requested that this Agreement and all related documents be drawn up in the English language. Les parties aux présentes ont exigé que cette convention et tous documents connexes soient rédigés en anglais.