

TERMS AND CONDITIONS

ENTERING THIS SYSTEM WILL CONSTITUTE YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT OR CANNOT AGREE TO THESE TERMS, THEN YOU ARE NOT PERMITTED TO ENTER OR OTHERWISE USE THIS SYSTEM.

General

The system – www.Skyepack.com and/or the mobile application “Skyepack” (collectively, the “System”) is owned by Skyepack, LLC, an Indiana limited liability company (the “We,” “we,” “Our,” “our,” or “Company”). Your access or use of this System or its content, service, materials, information, or systems is subject to these terms and conditions (“Terms”). We reserve the right to revise these Terms from time to time as we see fit without notice or liability. As such, you should check these Terms periodically. Your accessing, viewing, browsing, and/or using the System after we post changes to these Terms constitutes your acceptance and agreement to those changes, whether or not you actually reviewed them.

These Terms govern your browsing and/or use of the System. For information regarding privacy practices, please see the Skyepack Privacy Statement. If you are an Author or Customer of Skyepack, please see your Skyepack Services Agreement for additional terms and conditions. In the event these Terms conflict with your Skyepack Services Agreement, your Skyepack Services Agreement shall prevail.

System Description

We operate the System as educational content creation and delivery platform where persons or organizations (“Authors”) may create and capture original content (“Author Content”) and publish and display it in a marketplace for distribution to end users (“Customers”), which such Customers may view and interact with such Author Content including entering Customer-generated notes, comments, and otherwise (“Customer Content”) and together with Author Content, collectively, the “Content”), all via the System (the “Service”). We, in our sole discretion, reserve the right to alter, modify, change, suspend, or terminate the System without prior notice or liability to you. It is expressly understood and agreed that the Company does not independently provide or verify the Content on the System and that we do not guarantee the accuracy of the Content provided on the System or make any other representations or warranties regarding such Content.

System

The System is owned by the Company and is protected under applicable copyrights, patents, trademarks, or other proprietary rights, and the copying, redistribution, use or publication by you of the System and any material therein is strictly prohibited, unless otherwise authorized by the Company in writing. Under no circumstances shall you acquire any ownership rights or other interest by or through your use of the System. For avoidance of doubt, as between the Company and the Author, the Author Content is solely owned by the applicable Author and the Company is not claiming any ownership interest therein.

The System and the Service are owned and operated by the Company and except as expressly provided in these Terms, the Company and its licensor exclusively own all right, title and interest in and to the System and Service, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the System or Service. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), services, and all other elements of the Services, excluding Content, are protected by United States and international intellectual property laws, including copyright, trade dress, patent, and/or trademark laws, international conventions, and all other applicable laws. These Terms do not grant you any rights to use the Company's trademarks, service marks, trade names, logos, domain names, or other brand features or proprietary designations. Notwithstanding anything to the contrary herein, Authors may use the Skyepack name in order to link and/or direct persons to the Author's Content on the System, but Skyepack reserves the right to revoke such right to use at any time and for any or no reason.

License

Subject to your compliance with these Terms, the Company grants you a limited, revocable, non-exclusive, non-transferable license to access and use the System solely for your own personal use. Your license to use the System is automatically revoked if you violate these Terms. We reserve all rights not expressly granted in these Terms. You must not reverse engineer or decompile the System, nor attempt to do so, nor assist anyone else to do so. The Company may update the System automatically when a new version is available. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, or otherwise exploit the System, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by the Company, except for the licenses and rights expressly granted in these Terms.

Acceptable Use Policy

You agree not to misuse or attempt to misuse the System, and will use the System only in a manner consistent with these Terms. By using the System you agree not to:

- a. rent, lease, loan, sell, resell, sublicense, distribute, or otherwise transfer your account or any of your rights granted under these Terms;
- b. impersonate any person or entity, falsely claim an affiliation with any person or entity, access the accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Service, or perform any other similarly fraudulent activity;
- c. use the System for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

d. defame, harass, abuse, threaten, or defraud other users or third parties, or collect or store, or attempt to collect or store, personal information about users or third parties without their explicit consent;

e. post, upload, publish, submit, transmit, or grant the Company access to any text, graphics, images, music, audio, video, information, or other material that: (i) is defamatory, obscene, pornographic, vulgar, or offensive; (ii) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (iii) is violent or threatening or promotes violence or actions that are threatening to any other person; or (iv) promotes illegal or harmful activities or substances.

f. remove, circumvent, disable, damage, or otherwise interfere with security-related features of the System;

g. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the System or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

h. modify, adapt, translate, or create derivative works based on the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

i. attempt to access or search the System through the use of any engine, software, tool, agent, device or mechanism including “robots,” “spiders,” “scrapers,” or “offline readers;”

j. introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment related to the System;

k. damage, disable, overburden, impair, interfere with, disrupt, or gain unauthorized access to the System, including the Company’s or its agents’ servers, computer networks, or disobey any requirements, procedures, policies, or regulations of networks connected to the System;

l. encourage or facilitate conduct that would constitute a criminal offense or give rise to civil liability;

m. interfere with any other party’s use and enjoyment of the System or Service;

n. intentionally interfere with or damage operation of the System or any user’s enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code; and/or

o. attempt to do any of the foregoing.

If the Company reasonably believes that you are violating any these Terms, we may immediately remove your Content, terminate your account, and/or block or restrict your access to the Service without liability to you. If we terminate your account, you agree to immediately stop accessing or using the System, and you agree not to circumvent, avoid, or bypass such restrictions, or otherwise restore or attempt to restore such access or use. The Company reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized use of the System, including technological barriers, IP mapping, and directly contacting your Internet Service Provider (ISP) regarding such unauthorized use. Further, the Company will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. The Company may involve and cooperate with law enforcement authorities in prosecuting individuals who violate these Terms. You acknowledge that the Company has no obligation to monitor your access to or use of the System or to review Content, but has the right to do so for the purpose of operating the Service, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body. The Company reserves the right, at any time and without prior notice, to remove or disable access to the System for reasons that the Company, in its sole discretion, considers to be in violation of these Terms or otherwise harmful to the System or the Service.

Content; Property Rights Disclaimer

You acknowledge that the Content is provided by Authors and Customers. We do not represent, warrant, or otherwise validate the authenticity of any Content or of any ownership, broadcast, moral, privacy, or right to publicity rights or other proprietary rights of third parties thereon, thereto, therein, or associated therewith (“Third Party Property Rights”). You further acknowledge and agree that such Third Party Property Rights may exist and that you will not in any way exploit any Third Party Property Rights, in whole or in part. You may not upload, post, reproduce, export, or distribute in any way Content protected by Third Party Property Rights, without being in compliance with the appropriate legal standards including, but not limited to, obtaining the necessary permissions and authorizations of the owner of the copyright or other propriety right, being protected by the doctrine of “fair use”, and/or complying with any other applicable laws, regulations, and/or orders.

Nothing contained on the System should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the System or any information displayed on the System, through the use of framing, deep linking, or otherwise, except with our prior written permission or the prior written permission from such third party that may own the trademark, copyright, or any other right of or to the information displayed on the System.

Infringement

Digital Millennium Copyright Act (“DMCA”)

Our policy is to be compliant with all intellectual property laws. It is our policy to remove Content from the System in violation of such laws and, if necessary, prohibit the posting of any such infringing material. In accordance with the DMCA, as amended, we are not liable for

any infringement of any Third Party Property Rights resulting from the placement or transmission on or through the System of any Content by Authors and/or Customers. Accordingly, if you believe that your rights under intellectual property and/or other laws are being violated by any Content placed or transmitted on or through the System, please contact us promptly so that we may investigate the nature of your claim. In order for us to investigate your claim of infringement, you must provide to us, in writing, with the following information:

a. A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

b. Identification of the work claimed to have been infringed upon, or, if multiple works are covered by a single notification, a representative list of such works;

c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or the posting of which is to be prohibited, and information reasonably sufficient to permit the Company to locate the material;

d. Information reasonably sufficient to permit the Company to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

e. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the owner, its agent, or the law; and

f. A statement that the information in the notification is accurate, and under the penalties for perjury, and that the complaining party is authorized to act on behalf of the owner.

The foregoing information must be sent to the following designated party:

By mail:

Alerding Castor Hewitt, LLP
Attn: Skyepack Infringement
47 S. Pennsylvania St., Suite 700
Indianapolis, IN 46204

By phone: (317) 829-1910

By e-mail: contact@skyepack.com

DMCA Counter-Notifications

If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright

owner's agent, or pursuant to law, to submit the Content to the System, then you may send a counter notification containing the following information to designated party at the address listed above:

- a. Your physical or electronic signature;
- b. Identification of the Content that was removed or to which access has been disabled and the location at which the content appeared before it was removed or access to it was disabled;
- c. A statement under the penalties for perjury that you have a good faith belief that your Content was removed or disabled as a result of mistake or misidentification of the Content to be removed or disabled; and
- d. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Indianapolis, Indiana, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter notice is received by the designated party set forth above, then Company may send a copy of the counter notice to the original complaining party informing that person or entity that the Company may restore the removed Content or cease disabling access to it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the person submitting the Content, the removed Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter notice, at the Company's sole discretion.

User Caution

You should exercise caution and discretion while browsing the System and the internet. Hyperlinks on the System, if any, may not be under the control of the Company, and we do not make any representations or warranties concerning any such websites which you may access via a hyperlink from the System. Accordingly, we are not responsible for the accuracy, copyright compliance, legality, legitimacy, or decency of any material contained in such other websites which may be accessible via a hyperlink to or from the System or for the hyperlink itself. In consideration for the Company granting you access to explore and/or use the Service, you agree that we are or may provide these hyperlinks, including advertisements, to you and that the inclusion of any hyperlink on the System is not and should not imply any endorsement by us of such linked websites, applications, or otherwise, the owners of such websites, applications, or otherwise, or the products or services described on such websites, applications or otherwise.

User Responsibilities

You assume the responsibility to take adequate precautions against damages to your systems or operations which could be caused by defects or deficiencies in the System, any content therein, any service, system, databases, or material, or parts thereof. You acknowledge

that electronic communications and databases are subject to errors, tampering, and break-ins and that while the Company will implement reasonable security precautions to attempt to prevent such occurrences, the Company does not guarantee or warrant that such events will not take place. You are responsible for ensuring that any access made by or for you to this System does not contain any viruses or other computer software code or routing designed to disable, erase, impair, or otherwise damage the System or any system, software, or database of the Company or any other user of the System. You hereby agree to indemnify and hold the Company harmless from any liability, claim, cost, or damage arising out of or related to your use of the System, including but not limited to any claim or suit related to virus or code or subroutine.

Your Obligations and Conduct

The Company's Service may only be used for lawful purposes. Transmission or use of any Content for any purpose or reason that violates, intentionally or unintentionally, any local, state, national, or international law, rule, or regulation is strictly prohibited.

You agree that the Company has no responsibility or obligation to monitor the Content or Content use to ensure it is in compliance with any laws and that it is your sole responsibility to ensure your Content use is done so lawfully. The Company makes no representation that the Content on the System is appropriate, available, or legal in any particular location. Those who choose to access the System do so on their own initiative and are responsible for compliance with all laws, rules, and regulations.

We reserve the right to prohibit certain Content and material that we deem in our sole discretion to be unlawful or harmful to you, the System, System users, Authors, Customers, or the rights of any third party. Notwithstanding the foregoing, the Company cannot ensure prompt removal of potentially unlawful or harmful Content or material after online posting. Accordingly, the Company does not assume any liability for any action or inaction with respect to Content or material on the System.

You may not download (other than page caching) or modify the System or any portion of it without our express, prior written consent, including without limitation: (i) a prohibition on any resale or commercial use of the System; (ii) any downloading or copying of account information for the benefit of another; and (iii) any use of data mining, screen-scraping, robots, or similar data gathering and extraction tools. The System or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express, prior written consent, except in accordance with these Terms.

For avoidance of doubt, you may download "packs" for personal use in accordance with these Terms and any other applicable agreements between you and the Company, but you cannot resell or provide such "packs" to any third parties. You also agree that the Company cannot be held liable for any disputes arising between you and any Authors or Customers, and any such disputes must be handled exclusively between such parties.

Termination of Usage

We reserve the right, in our sole discretion, to review your status and compliance with the Terms hereof, to suspend or terminate your use of the System or your access to all or part of the System, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law, is in breach of these Terms (including your user information), or is otherwise harmful to the interests of other users, third parties, or us. UPON ANY TERMINATION OR CANCELLATION OF YOUR ACCOUNT, YOUR DATA AND/OR CONTENT WILL NO LONGER BE ACCESSIBLE BY YOU VIA THE SERVICES, ALTHOUGH IT MAY STILL BE STORED BY THE COMPANY AT THE COMPANY'S SOLE DISCRETION.

Usage By Those Under the Age of Thirteen (13)

Skyepack is committed to complying fully with the Children's Online Privacy Protection Act. Accordingly, if you are under the age of 13, then you are not authorized to provide us with Personal Information (as defined in the Privacy Statement). We appreciate your cooperation with this federally mandated requirement. Authors, Customers, and visitors are cautioned that the collection of personal information volunteered by children online or by e-mail will be treated the same as information given by an adult and may be subject to public access. Should a parent or guardian become aware of any such submission of personal information by a child under the age of 13, he or she should notify the Company by e-mailing contact@skyepack.com, and the Company will remove any such information.

Disclaimer of Liability

We do not guarantee, represent, or endorse the accuracy or reliability of any of the Content, data, information, advertisements, or other material contained on, distributed through, exported from, or linked, downloaded, or accessed from the System. You hereby acknowledge that your Content use and any reliance upon any Content, information, or materials shall be at your sole risk.

THE SYSTEM AND ALL INFORMATION OR CONTENT ON OR OBTAINED THROUGH THE SYSTEM ARE PROVIDED "AS IS," "WHERE IS," "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND, AND YOU HEREBY WAIVE ALL WARRANTIES. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SYSTEM NOR ANY CONTENT LISTED THEREIN OR THEREON IS ACCURATE, THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR FREE OF ANY ERROR, INCLUDING BUT NOT LIMITED TO, INFECTION FROM VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES, OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT, OR EXPROPRIATE ANY SYSTEM, DATA, OR PERSONAL INFORMATION. FURTHER, WE DO NOT WARRANT THAT ANY DEFECTS IN THE SYSTEM WILL BE OR CAN BE CORRECTED. IN NO EVENT SHALL WE HAVE

ANY LIABILITY TO YOU (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY YOU) WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THESE TERMS OR THE SYSTEM, IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THERE ARE NOT WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

THE COMPANY MAKES NO CLAIMS OR PROMISES ABOUT ANY CONTENT, CONTENT USE, MATERIAL, INFORMATION, OR SERVICES. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FROM LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOST PROFITS, LITIGATION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SYSTEM, THE CONTENT CONTAINED THEREIN, OR THE CONTENT USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SYSTEM OR CONTENT IS TO CEASE ALL OF YOUR USE OF THE SYSTEM.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY, INCLUDING, BUT NOT LIMITED TO, THOSE CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

Indemnity

You agree to indemnify and hold the Company its parents, owners, members, subsidiaries, affiliates, any related companies, suppliers, licensors, and partners, and the officers, directors, managers, members, employees, agents, and representatives of each of them harmless, including costs, liabilities, and legal fees, from any claim or demand due to or arising out of: (i) your access to or use of the System including any data or Content therein; (ii) the Privacy Statement; (iii) your violation of these Terms; or (iv) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. The Company will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

Consent to Our Communication with You by E-Mail

By providing your personal information to us when you set up your account, you grant the Company permission to contact you at the email address associated with your account. To stop receiving our marketing emails, you may follow the opt-out procedures in our marketing emails.

Governing Law

Your use of the System, the Content, the Service, or other materials, including, but not limited to, Content use, and any and all other matters between the Company and you related hereto, shall be governed by applicable United States federal law and the laws of the State of Indiana, without regard to the conflict-of-laws rules. You hereby agree to waive any right to a jury trial in any suit arising out of or relating to this System, the Content, the Service, Content use or other material. Any suit or proceeding arising out of or relating hereto must be commenced by Author, Customer, or visitors within one (1) year from the date the right, claim, demand or cause of action being asserted first came into being. Venue for all disputes arising out of or relating to the Terms shall be exclusively in the state and federal courts situated in Marion County, Indiana. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

Attorney's Fees

In the event of any action arising out of or related to these Terms, the System, or the Service, the Company shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in such action. Attorneys' fees incurred in enforcing any judgment in respect of these Terms are recoverable as a separate item. The preceding sentence is intended to be severable from the other provisions of these Terms and to survive any judgment and, to the maximum extent permitted by law, shall not be deemed merged into any such judgment.

Severability and Reformation

If any part or parts of the Terms are held to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provisions and the remaining parts will continue to be valid and enforceable.

Waiver

If the Company does not exercise or enforce any legal right or remedy which is contained in these Terms, or which the Company has the benefit of under applicable law, that shall not act as a formal waiver and those rights shall still be available to the Company.

Survival of Terms

Any provisions or obligations contained in the Terms which by their nature or effect are required or intended to be observed, kept or performed after termination of the Terms shall survive the termination of the Terms and remain binding upon and for the benefit of the parties, their successors and permitted assignees.

Entire Agreement

The Terms contain the entire agreement between you and the Company regarding the subject matter hereof, and supersede any prior agreement between you and the Company on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.

Use of System

Whenever you use this System, you are warranting to the Company that you have the legal capacity and authority to enter into these Terms and that you will use this System in accordance with all Terms as set forth herein. You agree to be responsible for your Content and Content use.

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Service ("Feedback"). You may submit Feedback by emailing us at contact@skypepack.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of the Company and you hereby irrevocably assign to Company and agree to irrevocably assign to the Company all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At the Company's request and expense, you will execute documents and take such further acts as the Company may reasonably request to assist the Company to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED IN THESE TERMS, PLEASE EXIT THE SYSTEM AND DO NOT ENGAGE IN ANY CONTENT USE OR SUPPLY ANY CONTENT, DATA, OR INFORMATION HEREIN.