

THIS IS A CONTRACT. PLEASE CAREFULLY READ THE FOLLOWING TERMS BEFORE ACCESSING THIS SITE AND THE LEO Player®. BY ACCESSING THE SITE (WHICH INCLUDES THE LEO Player ®), YOU ACCEPT AND AGREE TO ALL OF THE COVENANTS AND CONDITIONS IMPOSED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS THE SITE.

BY USING LEARNVU'S SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS. YOU ALSO AGREE TO REVIEW THIS AGREEMENT PERIODICALLY TO BE AWARE OF MODIFICATIONS TO THE AGREEMENT, WHICH MODIFICATIONS LEARNVU MAY MAKE AT ANY TIME. YOUR CONTINUED USE OF THIS SITE WILL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF ANY MODIFIED AGREEMENT.

1. Contact Information.

Address

LearnVu LLC
1808 Harvey Road
Arden, DE 19803

Customer Service

Email: support@365tutor.org

Telephone: TBD Website: <http://365tutor.uservice.com>

2. Definitions.

- "Access" or "Accessing" means accessing, using, viewing the content or otherwise obtaining information on the Site.
- "Agreement" or "Terms" refers to these Terms and Conditions of Use and any subsequent modifications.
- "Educator" means a teacher at an accredited K-12 school, college or university. An Educator is also a Subscriber.
- "Exercise Files" refers to the exercise files prepared by the authors for use with the training videos and other media.
- "LearnVu.com" refers to LearnVu LLC, a Delaware Limited Liability Corporation.
- "Multi-User Subscriber" refers to a Subscriber who purchases a subscription for multiple Users.
- "Online Tutorial Library" or "OTL" means the subscription-based database of audio-visual works and LEO Player Wizards that are available through the Site and are part of the Site.

- "Premium Content" means the training videos and other media available on the OTL, including the LEO Wizards and features.
- "Standard Content" means the training videos and other media available on the OTL, excluding the LEO Player and other premium features.
- "Single-User Subscriber" refers to a Subscriber who purchases a subscription to the Online Tutorial Library for one (1) User.
- "LEO Subscriber" refers to a Subscriber who purchases a subscription to the Online Tutorial Library the LEO Player wizards and other premium content.
- "Student" means a pupil at an accredited K-12 school, college or university. A Student is also a Subscriber.
- "Subscriber" refers to any person or entity that purchases or uses a subscription to the Online Tutorial Library, and may be a Single-User Subscriber, Multi-User Subscriber, Educator, Student, LEO Subscriber or gift subscription recipient.
- "User" refers to any party who Accesses the Site. If You are Accessing the Site as an employee or agent of another, "User" refers to You and Your principal.
- "Website" or "Site" refers to the websites maintained on the World Wide Web by LearnVu LLC, available at <http://www.365tutor.org>, <http://www.office2010tutor.com>, and <http://www.LearnVu.com>
- "You" or "Your" refers to the User. If You are Accessing the Site as an employee or agent of another, "You" or "Your" refers to the User and the User's principal.

3. Modification of Terms.

LearnVu reserves the right to modify these Terms at any time. Except as otherwise stated herein, any change to these Terms is effective immediately after LearnVu gives notice to the User. Notice can be given through e-mail, a posting on the Site or any other means by which a User may obtain notice. User agrees to check the Site periodically for changes to these Terms. Any use of the Site after changes have been made shall be deemed acceptance of those changed terms and/or conditions.

4. Limited License.

LearnVu hereby grants each Subscriber a limited, non-exclusive, non-sublicensable and non-transferable license to Access the content and information available in the OTL according to the provisions contained herein, and subject to the payment of the applicable subscription fees and adherence to these Terms. Whether the Subscriber receives a license to the Premium Content or Standard Content depends on the subscription plan.

Each Multi-User Subscriber may only allow its employees and agents to access the OTL. If the Multi-User Subscriber's license terminates, the Multi-User Subscriber's employees and agents shall no longer have Access to the OTL. Each Multi-User Subscriber agrees that the OTL may not be Accessed by more than the authorized number of Users purchased by the Multi-User Subscriber. Each User shall be authorized to Access the OTL from any Internet connection.

A Multi-User Subscriber administrator selected by the Subscriber (the "Administrator") shall be designated to oversee and be responsible for management of the User accounts.

5. Fees; Renewal; Refund Policies.

Single-User Subscribers

Annual

- Access to Standard Content
- Annual subscription plan
- Automatically renews annually until cancelled by Subscriber
- Automatically renews on the same date of each corresponding year
- Fees charged on renewal date
- Subscription fees are non-refundable.
- Discounts, rebates or other special offers only valid for initial term; subscriptions renew at the then-current full subscription rates
- LearnVu may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that LearnVu provides notice at least thirty (30) calendar days prior to the expiration of the subscription
- LearnVu may terminate the subscription and these Terms if it is unable to renew the subscription based on inaccurate or outdated credit card information
- Right of Access to the OTL granted under these Terms is effective only upon payment of the subscription fees

Annual Premium

- Access to Premium Content and LEO Player
- Annual subscription plan
- Automatically renews annually until cancelled by Subscriber
- Automatically renews on the same date of each corresponding year
- Fees charged on renewal date
- Subscription fees are non-refundable

- Discounts, rebates or other special offers only valid for initial term; subscriptions renew at the then-current full subscription rates
- LearnVu may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that LearnVu provides notice at least thirty (30) calendar days prior to the expiration of the subscription
- LearnVu may terminate the subscription and these Terms if it is unable to renew the subscription based on inaccurate or outdated credit card information
- Right of Access to the OTL granted under these Terms is effective only upon payment of the subscription fees

6. Access to the OTL; Modification of Content.

LearnVu strives to provide the OTL to its Subscribers on a continuous basis. To that end, LearnVu will take all commercially reasonable efforts to provide uninterrupted Access to the OTL to its Subscribers. However, from time to time, Subscribers may be unable to Access the OTL or LEO Wizards due to conditions beyond LearnVu's control. Such conditions include, but are not limited to: force majeure, acts of God, power outages, and the acts of computer hackers and others acting outside the law. Also, from time to time, Access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system, and other related reasons. In response to any unavailability of the OTL to its Subscribers, LearnVu will take all commercially reasonable steps to ensure Access is restored within a reasonable period of time. The term "commercially reasonable," as used in these Terms, shall mean reasonable efforts taken in good faith without an undue or burdensome use or expenditure of time, resources, personnel or money.

LearnVu endeavors to provide the highest quality content to its Subscribers. To that end, LearnVu reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of this Site in whole or in part, including, without limitation, the content, availability, Access and/or the Terms of this Site. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on this Site.

Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Site.

7. Prohibited Conduct.

User expressly agrees to refrain from doing, either personally or through an agent, any of the following "Prohibited Conduct":

- Transmit, install, upload or otherwise transfer any virus, advertisement, communication, or other item or process to the Site that in any way affects the use, enjoyment or service of the Site, or adversely affects LearnVu's computers, servers or databases.
- Capture, download, save, upload, print or otherwise retain information and content available on the Site other than what is expressly allowed by these Terms.
- Permit or provide others Access to the OTL using Your user name and password or otherwise, or the name and password of another authorized User.
- Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Site.
- Remove or modify any copyright, trademark, legal notices, or other proprietary notations from the content available on the Site.
- Transfer the Site content to another person; "frame," "mirror," "in-line link," or employ similar navigational technology to the Site content; or "deep link" to the Site content.
- Violate or attempt to violate LearnVu's security mechanisms, Access any data or server You are not authorized to Access or otherwise breach the security of the Site or corrupt the Site in any way.
- Engage in any other conduct which violates the Copyright Act or other laws of the United States.
- Use any device (such as a "web crawler" or other automatic retrieval mechanism) or other means to harvest information about other Users, the Site or LearnVu.
- Use the Site to violate a third party's intellectual property, personality, publicity or confidentiality rights; upload, download, display, publish, perform, create derivative works from, transmit, or otherwise distribute information or content in violation of a third party's intellectual property rights.
- Misrepresent Your identity or personal information when Accessing the Site; forge any TCP/IP packet header or any part of the header information in any e-mail so that the e-mail appears to be generated by LearnVu.
- Post obscene, harassing, defamatory, filthy, violent, pornographic, abusive, threatening, objectionable or illegal material on the Site; post a communication that advocates or encourages criminal conduct or conduct that may give rise to civil liability.
- Advertise or otherwise solicit funds, goods or services on the Site.
- Provide any commercial hosting service with Access to the Site and/or the content on the Site.

To ensure that Users of the Site do not engage in Prohibited Conduct, LearnVu reserves the right to monitor use of the Site and reserves the right to revoke or deny Access to the OTL to any person or entity whose use of the OTL suggests Prohibited Conduct. Access of the materials available at the OTL

beyond that of normal patterns of use that suggests systematic copying of the materials constitutes abuse of the OTL and will result in revocation or denial of Access to the OTL. The terms "normal patterns" and "abuse" shall be determined solely by LearnVu.

You agree not to violate any U.S., foreign or international software or technology export laws and regulations, including without limitation the U.S. Export Administration Regulations.

8. LIMITED WARRANTIES.

LearnVu warrants that the software that allows Users to Access the OTL ("Software"), if operated as directed, will substantially achieve the functionality described on the Site. LEARNVU PROVIDES NO WARRANTY THAT YOUR HARDWARE, SOFTWARE, TELECOMMUNICATIONS EQUIPMENT AND/OR INTERNET SERVICE IS COMPATIBLE OR SUFFICIENT TO ACCESS THE SITE.

LearnVu also warrants that the media containing the Software, if provided by LearnVu, is free from defects in material on the date the User acquired the Software. LEARNVU'S SOLE LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE, IN ITS SOLE AND ABSOLUTE DISCRETION: (A) TO REPLACE THE DEFECTIVE MEDIA OR SOFTWARE; (B) TO ADVISE THE USER HOW TO ACHIEVE SUBSTANTIALLY THE SAME FUNCTIONALITY WITH THE SOFTWARE AS DESCRIBED; OR (C) IF THE ABOVE REMEDIES ARE IMPRACTICABLE, TO REFUND THE SUBSCRIPTION FEE PAID FOR ACCESS TO THE OTL. THE USER MUST INFORM LEARNVU OF ANY PROBLEM WITH THE SOFTWARE WITHIN THIRTY (30) CALENDAR DAYS OF DISCOVERING THE PROBLEM OR LEARNVU WILL NOT BE OBLIGATED TO HONOR THIS WARRANTY. LEARNVU WILL USE COMMERCIALY REASONABLE EFFORTS TO REPAIR, REPLACE, OR REFUND THE SOFTWARE PURSUANT TO THE FOREGOING WARRANTY WITHIN THIRTY (30) CALENDAR DAYS OF BEING SO NOTIFIED. IF ANY MODIFICATIONS ARE MADE TO THE SOFTWARE BY THE USER DURING THE WARRANTY PERIOD; IF THE MEDIUM OR SOFTWARE IS SUBJECTED TO ACCIDENT, ABUSE, OR IMPROPER USE; OR IF THE USER VIOLATES THE TERMS OF THIS AGREEMENT, THEN THIS WARRANTY SHALL IMMEDIATELY TERMINATE. THIS WARRANTY SHALL NOT APPLY IF THE SOFTWARE IS USED ON OR IN CONJUNCTION WITH HARDWARE OR SOFTWARE OTHER THAN THE UNMODIFIED VERSION OF HARDWARE AND SOFTWARE WITH WHICH THE SOFTWARE WAS DESIGNED TO BE USED AS DESCRIBED.

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If You submit any unsolicited intellectual property, idea, copyrightable material, invention, discovery, improvement, trade secret or know-how to LearnVu, You may forfeit Your intellectual property rights and moral rights contained in such communication or material.

12. Indemnification.

User agrees to defend, indemnify and otherwise hold harmless LearnVu and its officers, directors, agents, employees, shareholders, successors and assigns from and against any cause of action or claim, including court costs, expenses and attorney fees, related to or arising from User's Prohibited Conduct or other improper or illegal use of the Site, or breach of these Terms.

13. Security; Authorized Use.

Users are prohibited from violating or attempting to violate the security of the Site. LearnVu has the right but not the obligation to investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators. LearnVu may suspend Your Access while it conducts an investigation. Users are required to enter a user name and password to Access the OTL. To protect against unauthorized Access to Your account, it is recommended that You close the browser when You have finished using the Site. You are responsible for maintaining the secrecy of Your user name and password.

You represent and warrant that You are the person on whose behalf You claim to accept these Terms, or, if You are entering into these Terms on behalf of a person or entity, You represent and warrant that You have the power and authority to enter into these Terms and bind the person or entity. You also represent and warrant that You are an adult who is legally able to enter into these Terms.

You may not use the account, user name or password of someone else at any time. You agree to notify LearnVu immediately of any unauthorized use or loss of Your account, user name, password and/or credit card information. You also agree to notify LearnVu immediately if You are aware of or suspect other unauthorized use of the Site and/or the Site content. LearnVu will not be liable for any loss that You incur as a result of someone else using Your user name and password with or without Your knowledge. You may be held liable for any losses incurred by LearnVu, its affiliates, officers,

directors, employees, consultants, agents or representatives due to someone else's use of Your account, user name or password.

LearnVu will never ask You for Your password. If You need a new user name and/or password, LearnVu will generate a new user name and password automatically through its computers and send it to Your e-mail or postal address.

14. Termination of Agreement.

In addition to LearnVu's other rights, it may terminate this Agreement at any time and at its sole and absolute discretion. LearnVu may also terminate Access to the OTL or cancel subscriptions to the OTL without notice if it believes, in its sole judgment, that You have breached or may breach any term or condition of this Agreement, or engaged in conduct that LearnVu deems inappropriate.

In the event of termination of this Agreement, the provisions in this Section and the provisions found in Sections 2, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 shall survive in perpetuity. Each Subscriber's obligation to pay outstanding subscription fees shall survive any termination of this Agreement.

15. Privacy Policy.

LearnVu values Your trust. In order to honor that trust, all of LearnVu's employees are required to adhere to ethical standards in gathering, using, and safeguarding any information You provide. For more information, please review LearnVu's [Privacy Policy](#), the terms of which are incorporated into this Agreement as if set forth in full.

16. Miscellaneous.

These Terms constitute the entire agreement between LearnVu and User regarding the subject matter hereof. Any previous agreement, whether oral or written, between LearnVu and User dealing with the subject matter hereof is superseded. These Terms may only be modified or amended in writing. If any portion of these Terms is determined to be unenforceable for any reason, such portion will be deemed severed and the remaining terms and conditions shall continue in full force and effect. Upon User's breach or threatened breach of these Terms, LearnVu may pursue any legal or equitable remedy available, including but not limited to, direct, consequential and punitive damages and injunctive relief. LearnVu's remedies are cumulative and not exclusive. Failure of LearnVu to exercise any remedy or enforce any portion of this Agreement at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. User agrees that regardless of any statute or law to the contrary, any claim or action arising out of or regarding

this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. By Accessing the Site, User signs for and accepts this shortening of the statutes of limitations. LearnVu makes no representation that the content of the Site is appropriate or available for use in all locations. LearnVu operates this Site from the United States and makes no representation that the Site complies with any foreign or international laws. You agree to comply with all applicable local laws, including any international laws, in using this Site. You may not assign Your rights or delegate Your duties under these Terms. The parties agree that no third party is an intended beneficiary of these Terms. LearnVu cannot provide notifications via post, only e-mail.

17. Governing Law; Dispute Resolution; Forum and Venue.

These Terms and any claim or action related to or arising from these Terms or content on the Site shall be governed by Delaware law, without regard to any provision that would make the laws of another jurisdiction applicable. All disputes between You and LearnVu shall be finally resolved through binding arbitration in Wilmington, Delaware. The arbitration shall be conducted by one (1) arbitrator who is a retired judge. The parties shall conduct discovery as agreed upon or as permitted by the arbitrator. A party may file for an order on the arbitration decision exclusively in the Delaware Superior Court, New Castle County . The parties shall share equally the costs of the arbitrator, arbitration body and arbitration facilities (if applicable). Each party may bring a claim or action for injunctive relief without submitting the claim to final and binding arbitration. Neither party shall have the obligation to post a bond or demonstrate actual harm before bringing a claim or action for injunctive relief. Each party consents to the exclusive jurisdiction and venue of the Delaware Superior Court, New Castle County for any equitable claim or other action related to or arising from these Terms. Each party shall bear his/her/its own expenses and attorneys' fees related to any arbitration, claim or action.

EFFECTIVE DATE: January 6, 2012