

CWCC, Inc. Website Terms of Use

Last Revised: 7/25/2019

The websites located at <http://www.inspirechildren.com/>, <http://creativeworldofmontessori.com/>, <http://creativeworldoflearning.com/> and (the "Website") is published, owned, and operated by Creative World of Childcare, Inc. its affiliates and related entities ("CWCC," "the Company," "we," "us," and "our"). These Terms of Use (the "Terms") govern your access to and use of the Website.

By accessing, browsing, submitting information to and/or using the Website, you agree and acknowledge on your own behalf (referred to throughout the Terms as "you") that you have read, understand and agree to be bound by these Terms and to comply with all applicable laws including, without limitation, all federal, state and local tax and tariff laws, regulations, and/or directives. If you do not agree to the Terms, please do not use the Website.

Purpose of the Website. The Website is provided solely for informational purposes and the purposes of enabling communication between you and CWCC. The information provided is intended to be general in nature and does not necessarily address all of the terms, exclusions, and conditions applicable to our products and services.

We do not warrant the accuracy, completeness, or usefulness of this information at any particular time. Any reliance you place on such information is strictly at your own risk. CWCC disclaims all liability and responsibility arising from any reliance placed on such content by you or any other visitor to our Website, or by anyone who may be informed of any of its contents. Any information you provide or that is collected by CWCC through the Website shall be handled in accordance with the Website's Privacy Policy, which is hereby incorporated by reference.

Use of the Website. CWCC grants you a non-exclusive right to access and use the Website and the data, material, content or information herein (collectively, the "Content") solely for your personal use. Your right to access and use the Website shall be limited to non-commercial purposes unless you are otherwise expressly authorized by CWCC to use the Website for commercial purposes. You agree to use the Website only for lawful purposes, comply with all rules governing any transactions on and through the Website and comply with applicable laws.

Prohibited Uses. You agree that you will not:

- Use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of them;
- Attempt to gain unauthorized access to any Website account, computer systems or networks associated with CWCC or the Website;

- Obtain or attempt to obtain any materials or information through the Website by any means not intentionally made available or provided by CWCC;
- Use any robot, spider, or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Impersonate or attempt to impersonate CWCC, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

Notice and Consent to Receipt of Text (SMS) Messaging and Phone Calls. You may have the opportunity to receive SMS or "text" messages from CWCC for the purposes of providing you informational updates about services or products you may have requested. In providing your mobile device number or cell phone number to CWCC, you knowingly consent to such communications from CWCC or for CWCC to use your cell phone number or mobile device number in accordance with CWCC's Privacy Policy. You represent that you have the authority to agree to receive text messages at the telephone number that you provide to CWCC, or from which you sent the text message request to us. You further acknowledge that no purchase is required to opt into this service, and you may opt out at any time by contacting CWCC and receiving detailed instructions.

Not all mobile devices or handsets may be supported by this service. CWCC and any mobile carriers are not liable for delayed or undelivered messages. Message and data rates may apply to any text messages. Message frequency depends on the nature of your request. You hereby agree to be responsible for all costs, charges and fees you incur from your service or device provider as a result of choosing to receive such messages from CWCC.

Third Party Sites. The Website may contain links to websites controlled or operated by persons and companies other than CWCC ("Linked Sites"), such as Facebook, YouTube, Twitter, Pinterest, and Automatic Data Processing, Inc.. Linked Sites are not under the control of CWCC, and CWCC is not responsible for the contents of any Linked Site, including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. CWCC is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harms resulting from your use of a Linked Site. CWCC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by CWCC of the site or any association with its operators. You are responsible for viewing and abiding by the privacy policies and terms of use posted on the Linked Sites. You are solely

responsible for any dealings with third parties who support CWCC or are identified in the Website, including any delivery of and payment for goods and services.

Intellectual Property Notices. The Website and Content are protected by copyrights, trademarks, or are subject to other proprietary rights. Accordingly, you are not permitted to use the Website or Content in any manner, except as expressly permitted by CWCC in these Terms. The Website or Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivatives without the express written consent of CWCC or applicable owner.

You acknowledge and agree that you are solely responsible for complying with the applicable restrictions on use of all Content, copyrighted materials and trademarks that you see, hear, and use on the Website. You understand that any unauthorized use of such intellectual property would result in irreparable injury for which money damages would be inadequate. You further acknowledge that, in the event of any such unauthorized use, CWCC or the applicable intellectual property owner will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use.

Questions regarding the use of any intellectual property provided on the Website should be directed to cwcc@inspirechildren.com.

United States Only. CWCC is based in the state of Ohio in the United States. CWCC provides this Website for use only by persons located in the United States. We make no claims that the Website or any of its contents are accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries.

Disclaimer. ALL INFORMATION OR SERVICES PROVIDED BY CWCC TO YOU VIA THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, ARE PROVIDED "AS IS" AND "WHERE IS" AND WITHOUT ANY WARRANTIES OF ANY KIND. CWCC AND ITS THIRD-PARTY LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, CWCC AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, QUALITY, SUITABILITY, COMPLETENESS, SEQUENCE, TIMELINESS, SECURITY OR AVAILABILITY OF THE WEBSITE OR ANY CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE WEBSITE. YOU SPECIFICALLY ACKNOWLEDGE THAT CWCC AND ITS THIRD-PARTY LICENSORS ARE NOT LIABLE FOR THE DEFAMATORY, OBSCENE OR UNLAWFUL CONDUCT OF OTHER THIRD PARTIES OR USERS OF THE WEBSITE AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS

ENTIRELY WITH YOU. NEITHER CWCC NOR ANY OF ITS THIRD-PARTY LICENSORS REPRESENT, WARRANT OR COVENANT THAT THE WEBSITE WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE. CWCC FURTHER MAKES NO WARRANTY THAT THE WEBSITE WILL BE FREE OF VIRUSES, WORMS OR TROJAN HORSES OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT CWCC, ITS AFFILIATES AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICES, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, LINE FAILURES, OR OMISSIONS ASSOCIATED WITH THE WEBSITE OR YOUR USE THEREOF. YOUR SOLE REMEDY AGAINST CWCC FOR DISSATISFACTION WITH THE WEBSITE OR THE CONTENT IS TO CEASE YOUR USE OF THE WEBSITE AND/OR THE CONTENT. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, YOU AGREE THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.

Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL CWCC OR ANY OF ITS THIRD-PARTY LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF INFORMATION OR PROGRAMS ON YOUR DATA HANDLING SYSTEM, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THE WEBSITE, OR THE DATA, CONTENT OR INFORMATION ACCESSED VIA THE WEBSITE OR ANY HYPERLINKED WEBSITE, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE WEBSITE, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF CWCC OR ITS THIRD-PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY ACCESSING THE WEBSITE SUBJECT TO THESE TERMS OF USE, YOU UNDERSTAND THAT YOU ARE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “A

GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST MATERIALLY AFFECT HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Indemnity. You agree to defend, indemnify and hold harmless CWCC and its affiliates, licensors and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website, including, but not limited to, any use of the Website Content, services, or products other than as expressly authorized in these Terms or your use of any information obtained from the Website.

Termination and Restriction of Access. In its sole discretion, CWCC may terminate or suspend your access to the Website for breach of these Terms. CWCC shall not be liable for any losses or damages arising from any such termination of service.

Arbitration. At its sole discretion, CWCC may require you to submit any disputes arising from use of the Website, or breach of these Terms, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio law. By using the Website, you hereby consent to submission of any dispute to be final and binding arbitration.

Limitation on Time to File Claims. Any cause of action or claim you may have arising out of or relating to these Terms or the Website must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

Governing Law & Jurisdiction. These Terms are governed by the laws of the State of Ohio, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Montgomery County, Ohio U.S.A. in all disputes arising out of or relating to the use of the Website.

Changes to these Terms of Use. CWCC may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by CWCC. The effective date of any Terms will be reflected in the “Last Revised” entry at the top of these Terms. Your continued use of the Website after any such change is communicated shall constitute your consent to such change(s).

General. You agree that no joint venture, partnership, employment, or agency relationship exists between you and CWCC as a result of these Terms or use of the Website. You may not assign these Terms without the prior written consent of CWCC

in all instances. CWCC may assign these Terms, in whole or in part, at any time. CWCC's performance of this agreement is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of CWCC's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by CWCC with respect to such use.

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect.

These Terms, including the Privacy Policy and all other documents expressly incorporated herein by reference, constitute the entire agreement between you and CWCC with respect to the Website, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and CWCC. A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Company Contact Information. Questions can be directed to CWCC at:
cwcc@inspirechildren.com.