

## TERMS OF SERVICE

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## 1 IN GENERAL

5 More Minutes Ltd, its subsidiaries and related companies, and its affiliates (together all "**5 More Minutes Ltd**", "**we**" or "**us**") urge you to carefully review these Terms of Use ("**Terms**") as they contain the legal terms and conditions that govern your use of and access to our websites, applications or online services ([www.teachergaming.com](http://www.teachergaming.com), TeacherGaming Desk and TeacherGaming Store, TeacherGaming App) that we operate, partner with or link to (collectively "**Sites**").

Access to and use of the Sites and the products and services available through the Sites (collectively, "**Services**") are subject to these Terms as well as all applicable laws, rules and regulations. These Terms apply to each user of the Services purchased from the Sites

By using the Services or accessing the Sites you agree that you have read, understand and agree to be legally bound by these Terms, as updated by us from time to time. You should check this page regularly and note of any changes we may have made to these Terms. Please read these Terms carefully and contact us with any questions. If you are under the age of 18, you represent that you have the consent of your parent or guardian to use the Services. **IF YOU DON'T GET YOUR PARENT OR GUARDIAN TO READ AND AGREE TO THESE TERMS, YOU DON'T HAVE PERMISSION TO USE THE SERVICES.** If you do not agree to be bound by these Terms, do not access the Services.

Access to the Sites is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason any Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of the Sites.

The Sites may contain links to other websites ("**Linked Sites**"), which are not operated by us. We have no control over the Linked Sites and accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such Linked Site.

We may revise these Terms from time to time by posting a revised version of these Terms on the Sites, and your continued use of our Sites and Services constitutes your acceptance of any changes to these Terms.

These Terms were written in English (US) and may be translated to other languages solely for the convenience of our users. In all cases and specifically if a potential conflict between versions arises, the English version of these Terms controls.

## 2 REGISTRATION REQUIREMENTS

We offer Services to individuals globally and are aware that many different requirements for opening, maintaining and using online accounts may apply to the Users (as defined below). "**Account**" means an account User creates when User registers and accesses Sites and Services. Account may refer to any type of Account including Private User Account, Educator Account or Verified Homeschooler Account, which terms are defined below.

While the Services are primarily focused on storing and displaying learning analytics information in educational settings designed for children under 18 years old, individuals of any age may be able to access and use some or all of the Services in some circumstances.

While we strive to provide a safe and communal environment within the Services, in the interest of abundant caution, we require and you hereby agree not to use a child's full first and last name for their Account nickname.

We may offer Services, which may be different for registered and non-registered users (collectively "**Users**"). Non-registered Users are those individuals who access our Sites, but decide not to register and do not have an Account with us. "**Registered Users**" may include individuals and Accounts as follows:

- If you are at least 16 years of age or older, you may directly register for and open an Account with us.
- **If you are a child under the age of 16, you may not directly register for and open your own Account.**
- For children under the age of 16, a parent or other legally authorized supervisor (such as through an Educator Account for a school or club program) must:
  - register for and open a Student Account for the child,
  - agree to all Terms on behalf of the parent, supervisor or child,
  - assume all liability for the use of the Services by the child, and
  - agree to reasonably monitor the use of the Services by the child.
- If you are a teacher or a parent, you may directly register for and open an Educator Account with us and designate one or more Student Accounts to be linked to your Educator Account; and
- If you are a legally authorized supervisor, you may directly register for an Educator Account with us and designate one or more Student Accounts to be linked to your Educator Account, subject to the terms and conditions of any agreements between us and your entity.

To access Services, you must have an internet connected computer running a supported browser and operating system or a supported mobile device to which, in some cases, you will need to download our application. You will need Internet access in order to create a new account and to generally access the Services, though we may offer limited offline Services functionality to Users.

To create a new Registered User account, you must register with us by creating a username and password and providing any additional registration information that we may require. It is also possible that a Registered User account may be established by you through a third party website or provider, and if so, you agree to these Terms and to provide any additional information that we may require in order to maintain and use such account.

You are responsible for maintaining the confidentiality of your password and Account and all activities that occur in connection with these. You agree to immediately notify us of any actual or suspected unauthorized use of your account or any other breach of security. You agree that all information that you are required to provide to us as part of the registration process, including, but not limited to, your name and email address and any information about your Account, is truthful, accurate, and complete and you agree to keep it up to date.

You accept full responsibility for any information or data that is accessible by someone unauthorized due to your own negligence. We are not responsible for any damages or consequences that are caused by User's negligent actions.

### **3 TYPES OF USER ACCOUNTS**

When you become a Registered User and open an Account, you will need to choose an Account type. We provide different types of user accounts: Private User,

Educator and Verified Homeschooler Account. Different rules and regulations may apply to these accounts and different Services are available for different Accounts. All Account types may not be available at all times.

- **Private User Account** – individuals who are not verified as staff members of an educational organization or verified homeschoolers.
- **Educator Account** - individuals who have verified their status as a staff member of an educational organization. Educator Accounts may create and manage Student Accounts.
- **Verified Homeschooler Account** - individuals who have been verified as homeschoolers.

If you open an Educator Account, Private User Account, or a Verified Homeschooler Account, it is your responsibility to obtain proper and verifiable consent of the parent or legal guardian of any children that you designate to your Educator Account, Private User Account, or Verified Homeschooler Account as linked Student Accounts.

- Student Account - individuals who can access TeacherGaming App only. Student Accounts are created by Educator Accounts, Private User Account, or Verified Homeschooler Accounts.

If we require it for your Educator Account, Private User Account, or Verified Homeschooler Account, you agree to provide us with any information we request to confirm that:

- you are the Educator for any applicable Student Account linked to your Educator Account,
- you have obtained verifiable consent from the applicable child's parents or legal guardians, and
- you will respect the wishes of the applicable child's parents or legal guardians with respect to your management of the account, including any request by them to delete any content and/or that you terminate their child's access to your Verified Homeschooler Account or Educator Account. We may also offer specialized account management tools for parents and legal guardians, children, and educators to use.

After your Account is created, you may be able to add one or more Student Accounts. For each Student Account, you will need to designate a nickname. Please note that the nickname is only viewable to the Educator Accounts and for organization administrators (i.e. principal) and other Educator Accounts that are connected to the same organization. For Educator Accounts, certain information about the affiliation, such as the school name linked to the Educator Account are also be viewable if the Educator Accounts are linked to the same organization.

You may only register for and use Accounts with us according to the use designations we have provided in these Terms. All other registrations and uses are void and such accounts may be deleted.

#### **4 SERVICES**

The purpose of the Services is to collect data from integrated games and process it to provide insights to educators and parents into how the events in the game are connected to the learning goals. To do this, there are a number of different services available for different users.

We offer different Services for different user groups to help them access data collected from games. Not all services are available for all Account types and the access to different Services for different Account types is subject to change. The

Services may be available collectively to all types of Accounts or only to specific Account types.

#### **4.1 TeacherGaming Desk**

TeacherGaming Desk is a dashboard that displays data collected from games that have been integrated to the Services and are accessed through TeacherGaming App. Only Registered Users with Educator Accounts can see data collected from Student Accounts that they have created and govern on TeacherGaming Desk. Student Accounts may be organized and grouped together as classes that display data from all the Student Accounts in the respective class ("**Class**").

#### **4.2 Educational Institution Services**

Registered Users with Educator Accounts may have access to classes of multiple Educator Accounts to provide an overview of learning activity in their institution. For Educator Accounts to access the data, all Educators Accounts from the same institution must ensure they are part of the same institution and give permission within the service. Educator Accounts may also invite Users from their institution to register for an Educator Account.

#### **4.3 TeacherGaming App**

Users with Student Accounts may access, download, update or delete games through TeacherGaming App. TeacherGaming App submits data along with the Student Account to TeacherGaming Desk to provide services for Educator and Verified Homeschooler Accounts.

### **5 OWNERSHIP OF DATA**

We have the right to create, edit, modify, share and restrict access to the customer data generated into the Services and also has the right to assign, share or surrender all of these privileges to a third party. We have the right to anonymize any data about game usage and scores to compile statistics and to analyze the use of the Services.

All copyrights and possession of the data belong to us and we claim the ability to take legal action if the ownership is illegitimately breached by an internal or external entity.

### **6 TRANSFER OF DATA**

We gather and share data (including but not limited to personal data) in order to provide the Services. We gather this data from games that are integrated into the Service as outlined in the Privacy Policy. We may transfer the data to third party services, such as learning management systems or online assessment tools.

In all cases, we cannot control what happens to your shared content after you have published them to any third party. Your use of any such third party sites or services are governed by their own terms and conditions of service and privacy policies. We strongly encourage you to review such terms and to otherwise carefully research any third party tool, site, application, or other property with which you wish to interact.

### **7 MESSAGES FROM US**

Services may contain functionality to message or otherwise communicate with our Registered Users regarding certain events or generally relating to your Accounts. We may use messaging functionality to alert you to Services changes or updates, promotional offers or other messages that we believe may be relevant or interesting to you. We may utilize messaging within the Services, email, text, or other forms of communication to which you give us access. We provide tools for you to manage

the type of messaging that you will receive from us and to forbid sending of marketing messages including promotional offers, if you are not satisfied with the options that we offer, or if you do not want to receive alerts regarding Services changes or updates your only remedy will be to terminate your Account.

## **8 SERVICES CHANGES**

We may change, adjust, add to, or remove elements from the Services at any time. In all cases, your only recourse if you do not agree to any change is to stop using the Services. We may also terminate our provision of any or all of the Services without any notice or liability to you.

## **9 CHARGES AND SERVICE FEES**

Currently, some of the Services are free to access and use, but we reserve the right to change that at any point in time upon notice to you, and to add fees or other charges for any elements of the Services, for select customizations, for Partner Programs, and/or for additional features. Any Services fees set will be subject to change by us at any time on a prospective basis. If applicable, you agree that any submissions you make for electronic purchases constitute your intent and agreement to be bound by the terms of and to pay for such purchases.

Also, please be aware that:

- you are responsible for any charges related to your own Internet access, including any additional fees or costs that may be triggered by interacting with the Services;
- if you use the Services on a mobile device, your carrier's normal rates and fees, such as text messaging and data charges, will apply and
- if you use the products or services of third parties, they may require fees or charges for such use and those are your responsibility and not that of us.

We reserve the right to sell or feature advertising and other commercial or sponsored content within the Services and/or as part of any Services-related messaging. This right does not extend to TeacherGaming App or Student Accounts. Based on your account usage, we may specifically target advertising that we believe to be more relevant to you. You consent to receive any such advertising or promotion by using the Services.

## **10 PROHIBITIONS**

You must not misuse the Sites. You shall not commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through the Sites. If breaching this provision would constitute a criminal offense, we will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Sites or to your downloading of any material posted on it, or on any website linked to it.

You may not and warrant that you will not:

- Use the Services in any way that violates these Terms or is purposefully or otherwise abusive to any third party, including any other User;
- Allow anyone else access the Services or any data collected herein using your Account;
- Provide any directly identifiable information, including full name, date of birth, email address, about students;
- Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the accounts of other Users;
- Use the Services for any commercial use, unless you are an authorized sponsor or other commercial partner of ours;
- Intentionally interfere with or damage operation of the Services or Sites, or any party's enjoyment of them;
- Attempt to gain unauthorized access to the Services or Sites, including accounts, computer systems or networks of ours or connected to ours, regardless of whether such unauthorized access is with intent to do harm or interfere with the Services or Sites;
- Upload, post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, libelous, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
- Solicit, collect, or store personal information or data about other Users unless you are authorized to do so, or disclose another User's personal information or data to any third party;
- Use the Services to harm minors in any way;
- Use the Services to stalk or harass any individual in any way; or
- Upload, post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property rights.

## **11**

### **INTELLECTUAL PROPERTY, SOFTWARE AND CONTENT**

We grant you a revocable, personal, limited, non-sublicensable, non-transferable, non-exclusive license to solely use the Services for personal, educational, or non-commercial purposes only. You are responsible for ensuring compliance with any applicable terms and conditions of any site through which the Services are made available. The title, ownership rights, and intellectual property rights in and to the Services and any derivatives or modifications thereof, in whole or in part, remain with us or our their respective rights holders.

We may modify or discontinue the Services or any of its features at any time in our sole discretion. These Terms does not entitle you to any support, upgrades, updates, add-ons, patches, enhancements, or fixes for the Services except in our sole discretion. You do not acquire any right, title or interest in any content on the Services by virtue of accessing the Services or making use of the permitted uses allowed under these Terms. No license to use or reproduce any logo or trademark included on the Services is granted to you by these Terms or otherwise.

The trademarks, logos, service marks and business names displayed on the Services or the Sites are protected, whether or not they are registered. Any unauthorized use of content or information posted on the Services and any unauthorized reproduction, retransmission or other use of any part of the Services may infringe our, or third parties' copyrights, trademarks, privacy, publicity or other rights.

## 12

### **LIMITATIONS**

The following limitations shall apply to your use of the Services:

- If you use any of the third party tools that we offer with the Services, we do not guarantee that they will work properly and we have no control over and make no commitments at all with respect to what happens to your content after they are posted on third party sites, applications or other properties via those tools;
- The Services may only be available on certain mobile platforms or optimized for certain browsers. The Services are not guaranteed to be compatible, and we do not commit to maintain any compatibility, with a certain platform;
- We are not liable for any interruption, shutdown, or failure caused by downtime for maintenance, bugs, glitches, and other problems that are particular to the Services or to any platform, collected data, technology, or network upon which it lies or with whom we have interacted;
- You agree that we may need to alter any content that you provide in order to conform to the requirements of any networks, technical platforms or other operational needs of the Services;
- You may need to enable certain features or functionality on your mobile or other device in order to be able to access all of the features of the Services; or
- Use the product outside of the premises of the educational customer that purchased it.

In connection with your use of the Services, you will not, and will not

- Allow any third party to post or add a link to any material that contains:
  - Adult content, including nudity, sexual terms and/or images of people in positions or activities that are excessively suggestive or sexual,
  - Obscene, defamatory, libelous, slanderous and/or unlawful content,
  - Content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent,
  - Inflammatory religious content,
  - Politically religious agendas and/or any known associations with hate, criminal and/or terrorist activities, or
  - Hate speech, whether directed at an individual or a group, and whether based upon the race, disability, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group;
- Remove, obscure or change any copyright, trademark, hyperlink or other proprietary rights notices contained within the Services;
- Modify, adapt, disassemble, decompile, translate, reverse engineer or otherwise attempt to discover the source code or structure, sequence and organization of the Services or any content contained therein;



- Use the Services in any manner that could damage, disable, overburden, or impair the Services, TeacherGaming brand, 5 More Minutes Ltd, the applicable social networking site, or any other person or entity;
- Use the Services in a commercial manner, including any resale, streaming, or use as a service bureau; or
- Collect any information (including usernames and/or email addresses) about other users of the Services, create or transmit unwanted electronic communications to other users of the Services or otherwise interfere with such users' enjoyment of the Services.

Unless otherwise expressly authorized in these Terms or on the Services, you may not take any action to interfere with the Services or any other user's use of the Services. You expressly agree that you will not copy, reproduce, modify, create derivative works from, distribute or publicly display any content from the Services without our prior written consent. You agree not to bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Services.

You agree not to use the Services for illegal purposes (including, without limitation, unlawful, harassing, libelous, invasion of another's privacy, abusive, threatening or obscene purposes). You agree that you will comply with all laws related to your use of the Services.

### **13 USER CONTENT**

By posting, uploading, or submitting any text, images, designs, video, sound, code, data, lists, or other materials or information (such user-submitted content, collectively, "**User Content**") through or in connection with the Services, you grant to 5 More Minutes Ltd a perpetual, universal, non-exclusive, royalty-free right to copy, display, modify, transmit, make derivative works of, publish, and distribute your User Content (in whole or in part) in any media and to incorporate the User Content into other works in any format or medium now known or later developed. The foregoing grants shall include the right to exploit any proprietary rights in such User Content, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. We may also use your name, likeness, and other identifiable information associated with your User Content, however we acquire no ownership in the User Content beyond the license granted herein.

You represent and warrant that:

- You own or control all of the rights to the User Content that you post or otherwise have the right to post such User Content through or in connection with the Services;
- User Content is accurate and not misleading; and
- use and posting of User Content supplied by you does not violate the Terms, and will not violate any rights of or cause injury to any person or entity, including without limitation the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any User Content posted by you through or in connection with the Services.

You are solely responsible for the User Content that you post, store or upload through or in connection with the Services. 5 More Minutes Ltd does not have an obligation to delete, screen or edit any of the User Content posted, stored or uploaded through or in connection with the Services; however, 5 More Minutes Ltd reserves the right to itself or through a third party, delete, screen or edit any User

Content posted, stored or uploaded through or in connection with the Services at any time and for any reason without notice.

Without limiting the foregoing, 5 More Minutes Ltd may remove any User Content for any reason including content that in the sole judgment of 5 More Minutes Ltd violates these Terms, or that may be offensive, illegal or violate the rights, harm, or threaten the safety of any person. We do not endorse any User Content and take no responsibility and assume no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto.

## **14 USER RESPONSIBILITIES**

As a User, you shall

- Keep your account and login information secure;
- Follow any guidelines from authorized third parties for single sign on (SSO) and other types of facilitated logins to our Sites;
- Follow all directions relating to managing your Account;
- Backup any content that you save and ensure that you do not rely on us as a storage site or service;
- Comply with our Terms and otherwise manage your Account in a responsible and appropriate manner; and
- Handle all data related to minors under the age of 16 appropriately, including:
  - Comply with local legislation about the data you may provide on the students' behalf
  - Familiarize yourself with the legislation related to the privacy of minors under the age of 16 and agree to abide by it.

If you observe any violation of these terms by other users, you agree to notify us of such breach immediately.

## **15 TERMINATION AND ACCOUNT CANCELLATION**

If you breach any of these Terms, 5 More Minutes Ltd has the right, at its sole discretion and without prior notice of refund of any fees, to suspend or disable your account or terminate the Services to you. We are under no obligation to continue to support the Services in any way or to provide you with updates or error corrections to the Services. Your rights under these Terms will terminate immediately and automatically, with or without notice in our sole discretion, if we cease to support the Services. We may terminate your access to the Services or our Sites at any time, without cause and you agree that we will have no liability to you if we do. If we disable your account, you will not be able to create another one without our permission. You may cancel your account at any time by contacting us. Upon termination for any reason, sections Limitation on Liability, Disclaimers, Indemnity and Governing Law, Arbitration, and General Terms, together with any licenses granted to 5 More Minutes Ltd hereunder, will survive.

## **16 SCOPE OF LICENSES AND USER CONTENT**

The Services are licensed, not sold, to you for use only under these Terms. This license granted to you is limited to a non-transferable license to use the Services on any compatible device that you own or control and as permitted herein. You may not rent, lease, lend, sell, redistribute, or sublicense the Services. You may not copy (except as expressly permitted by this), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the

Services, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). If you breach this restriction, you may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by us that replace and/or supplement the original version of the Services, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

Unless otherwise agreed in writing, we do not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. By making available any User Content or collected data through the Services, you hereby grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Content or collected data on and through third-party distribution channels selected by, but not affiliated with, 5 More Minutes Ltd, in any form, medium or technology now known or later developed, in whole or in part, for any purposes, including for both commercial and non-commercial purposes. You also grant 5 More Minutes Ltd the right to sublicense these rights to third parties for distribution via third party distribution channels, which may include viral distribution of your User Content or collected data. You agree that neither 5 More Minutes Ltd nor any third party distribution channels have any obligation to provide any compensation to you for your User Content, collected data or the licenses granted herein. You understand that 5 More Minutes Ltd does not guarantee any confidentiality with respect to your User Content. You also hereby grant each User of the Services a non-exclusive license to access your User Content through the Services, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Services and under these Terms. The foregoing grant includes, without limitation, any copyrights and other intellectual property rights in and to your User Content.

You hereby represent and warrant to us that:

- You own the User Content and data posted by you;
- If you do not own the User Content you post, you have the right to use it for the purpose that you post it on the Services or Sites;
- The posting of your User Content on or through the Services or Sites does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or violate any applicable laws or regulations; and
- You agree to pay for all royalties, fees, and any other monies owing any person by reason of any User Content you posted to or through the Services or Sites.

## **17 PRIVACY AND CONSENT TO USE OF DATA**

### **17.1 Privacy**

Your privacy is important to us and we have developed our Privacy Policy and practices to inform you of the measures we take regarding the protection of your information. We will use any personal or non-personal data that we collect from you in accordance with the terms and conditions of our privacy policy.

Our Privacy Policy, which sets out how we will use your information, can be found [here](#).

## 17.2 Filtering

Pursuant to 47 U.S.C. Section 230 (d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protection is available at <http://www.staysafe.org> .

## 17.3 Suggestions and Improvements

By sending us any ideas, suggestions, documents, or proposals about the Services or otherwise, including any that may be included as part of Comments or other public areas of the Services ("**Feedback**"), you agree that:

- Your Feedback does not contain the confidential or proprietary information of third parties and that you have the right to disclose the Feedback to us;
- We are under no obligation of confidentiality, express or implied, with respect to the Feedback;
- We may have something similar to the Feedback already under consideration or in development and that your Feedback does not create any obligation for us to develop or not develop new products or services from your Feedback;
- You grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, publish, distribute, and sublicense the Feedback, including any intellectual property rights therein; and
- You will indemnify and hold harmless and defend 5 More Minutes Ltd from and against any claims, losses, expenses, and liabilities arising from breach by you of the foregoing representation and warranty.

## 18 TERMS OF SALE

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Order processing times may vary according to availability and subject to any delays resulting from technical problems or force majeure for which we will not be responsible.

In order to contract with 5 More Minutes Ltd or the Sites you must be over 18 years of age. 5 More Minutes Ltd retains the right to refuse any request made by you. If your order is accepted, we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be 5 More Minutes Ltd or may in some cases be a third party. Where a contract is made with a third party 5 More Minutes Ltd is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the Paypal account or credit/debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of products and services may fluctuate. All prices advertised are subject to such changes.

### 18.1 Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

## 18.2 Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on the Sites are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel within 30 days of the purchase and you have already paid for the goods, you will receive a full refund.

Delivery costs and handling fees will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

## 18.3 Payment

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been despatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

## 19 COPYRIGHTS AND DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA")

5 More Minutes Ltd respects the copyright and other ownership rights of User Content. We don't claim any ownership of your User Content and we don't want to restrict your rights to use your content. However, we do need to have a license from you to display your User Content on the Services and with any third parties that we work with. By using the Services, you agree to give us that limited license (as further described in Scope of Licenses and User Content) and further agree that neither 5 More Minutes Ltd or any third party that we work with owes you any royalty or other compensation for the use of your User Content as provided for in these Terms.

5 More Minutes Ltd respects copyright law and expects its Users to do the same. While we are not obligated to review User Content for copyright infringement, we are committed to protecting copyrights and expect Users of our Sites and Services to do the same.

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "**DMCA**") to report alleged infringements. It is our policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the rights of any user to access the Services if any such user is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who we believe, in our sole discretion, is infringing these rights. Upon our receipt of a proper notice of claimed infringement under the DCMA, we will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content in issue. Our designated agent (i.e., the proper party) to whom you should address such notice is: [general@teachergaming.com](mailto:general@teachergaming.com).

If you believe that content that you or a third party owns has been used via the Services in a way that violates yours or someone else's copyright or other intellectual property rights, please provide us with the following information

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the information contained in your report 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.

## **20 LINKS AND THIRD PARTY MATERIALS**

You understand that by accessing or using any of the Services or our Sites you may encounter links to third party websites and/or content, data, information, applications or materials from third parties ("**Third Party Materials**"). You acknowledge and agree that 5 More Minutes Ltd is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of any Third Party Materials.

Third Party Materials, including links to other websites, are provided solely as a convenience to you. 5 More Minutes Ltd does not warrant or endorse any Third Party Materials. We do not assume and will not have any liability or responsibility to you or any other person for any Third Party Materials.

## **21 SWEEPSTAKES, CONTESTS AND PROMOTIONS**

5 More Minutes Ltd or its authorized partners may operate sweepstakes, contests, and promotions ("**Promotions**") through the Services. You should carefully review the rules (e.g., the "**Official Rules**") of each Promotion in which you participate, as they may contain additional important information about 5 More Minutes Ltd's rights to and ownership of the submissions you make as part of the Promotions and as a result of your participation in such Promotions. To the extent that the terms and conditions of such Official Rules conflict with these Terms, the terms and conditions of such Official Rules will control.

## **22 MODIFICATION OF THESE TERMS**

5 More Minutes Ltd reserves the right, at its sole discretion, to modify, discontinue, or terminate the Services or to modify these Terms at any time and without prior notice. If we modify these Terms, we will post the modification on our Sites or provide you with notice of the modification. We will also update the "**Last Modified**" date at the top of these Terms. By continuing to access or use the Services after we have posted or provided notice of a modification, you are indicating that you agree to be bound by the modified Terms. You may also be asked to re-acknowledge and re-accept the Terms following any material changes. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services.

## **23 LIMITATION ON LIABILITY; DISCLAIMERS; NO SERVICE LEVEL AGREEMENT**

THE SERVICES, INCLUDING ALL CONTENT THEREIN, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED AND YOU SHALL USE THE SERVICES AT YOUR OWN RISK. TEACHERGAMING DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, INCLUDING ALL CONTENT THEREIN, IN

TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TEACHERGAMING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TEACHERGAMING DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION CONTAINED WITHIN THE SERVICES. TEACHERGAMING DOES NOT WARRANT THAT THE SERVICES OR SERVICES CONTENT OR THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU (AND NOT TEACHERGAMING) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR AND CORRECTION.

TEACHERGAMING EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH THE SERVICES. IN NO EVENT SHALL TEACHERGAMING, ITS PARENT OR ITS SUBSIDIARY OR AFFILIATED COMPANIES OR EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (COLLECTIVELY, "RELEASED PARTIES"), BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSSES COSTS, OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, RESULTING FROM

- PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER;
- ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES;
- ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO, FROM OR VIA THE SERVICES;
- ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY;
- ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF ANY USE OF THE SERVICES; OR
- OTHERWISE RESULTING FORM THE USE OF THE SERVICES.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING, IF THE RELEASED PARTIES ARE FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY CONNECTED WITH YOUR USE OF THE SERVICES OR ANY CONTENT CONTAINED THEREIN, RELEASED PARTIES' LIABILITY SHALL IN NO EVENT EXCEED US \$50.00.

WE DO NOT REPRESENT, WARRANT, OR GUARANTEE THAT SERVICES WILL BE AVAILABLE FOR USE CONTINUOUSLY, BE ERROR FREE OR MEET ANY SERVICE LEVELS.

## 24

### **LINKING TO THE SITES**

You may link to the Sites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. The Sites must not be framed on any other site, nor may you create a link to any part of the Sites other than the home page. We reserve the right to withdraw linking permission without notice.

The Services may contain links to websites operated by or on behalf of 5 More Minutes Ltd, and your use of such websites is subject to the applicable policies of

those websites. The Services, including content therein, may contain links to third-party websites. These links are provided as a convenience to you. TeacherGaming does not control and is not responsible for the content of such third-party websites or the conduct of the operators of such third-party websites, and does not make any representations regarding the accuracy, copyright or other statutory or regulatory compliance, legality or decency of any of the content or other materials on such third-party websites. 5 More Minutes Ltd encourages you to exercise discretion while browsing the Internet. If you decide to access linked third-party websites, you do so at your own risk.

## **25 INDEMNITY**

You agree that you will defend, indemnify and hold harmless us, our, its parent, subsidiary and affiliated companies, and each of the foregoing entities' respective employees, officers, directors, representatives and agents from any and all claims, demands, causes of action, damages, losses, costs and expenses in any way arising out of your use of the Services of violation of these Terms, including without limitation

- all matters related to your access to and use of any TeacherGaming online services, including, without limitation, your use of the Services;
- your violation of any provision contained in these Terms;
- your violation of any third party right, including without limitation any copyright, intellectual property, or privacy right;
- any claims that your use of the Services caused damage to a third party; or
- violations of any and all applicable laws, rules or regulations from any jurisdiction.

## **26 GOVERNING LAW, ARBITRATION, AND GENERAL TERMS**

These Terms, and your relationship with us under these Terms, shall be governed by the laws following laws as follows:

- If you are a citizen of Canada or the United States of America, these Terms and your relationship with us under these Terms, shall be governed by the laws of the State of New York without regard to its conflict or choice of laws provisions. Any dispute with us, or our subsidiaries, affiliates, officers, directors, employees, agents or affiliates, arising under or in relation to these Terms shall be resolved exclusively through non-appealable arbitration with one arbitrator in accordance with the rules of the American Arbitration Association in New York, NY. If travelling to New York is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees);
- If you are a citizen of any other country than those defined in section (a), these Terms and your relationship with us under these Terms shall be governed by the laws of Finland, without regard to its conflict or choice of laws provisions. Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Tampere, Finland. The language of arbitration shall be English.



**27 VARIATION**

We shall have the right in our absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of the Sites.

**28 INVALIDITY**

If any part of these Terms is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these Terms will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

**29 COMPLAINTS**

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments by contacting us by emailing [general@teachergaming.com](mailto:general@teachergaming.com).

**30 WAIVER**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

**31 NO CLASS ACTIONS**

You agree to resolve any disputes related to these Terms as an individual and not as a class or join any class. You understand that, in return for agreement to this provision and the dispute provision above, we are able to offer the Services at the terms designated, and that your assent is an indispensable consideration to these Terms.

You also acknowledge and understand that, with respect to any dispute with us, our officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Service or these Terms: YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

**32 SEVERABILITY**

If any provision in these Terms is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of these Terms shall remain in effect.

**33 NO ASSIGNMENT, SUBLICENSE OR TRANSFER**

You may not assign, sublicense, or transfer these Terms or any rights or obligations hereunder without our prior written consent. Any such attempted assignment, sublicense, or transfer will be null and void and we, in our sole discretion, shall have the right to immediately terminate these Terms.

**34 ENTIRE AGREEMENT**

These Terms constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and us. These Terms set forth the entire understanding and agreement between the parties relating to

its subject matter. All provisions that should by their nature survive the termination of these Terms shall survive the expiration of these Terms including, without limitation, the rights and licenses you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, no class action, and no trial by jury. Any waiver of or promise not to enforce any right under these Terms shall not be enforceable unless evidenced by a writing signed by the party making said waiver or promise.

**35 INFORMATION**

[Contact us](#)  
[Terms of Service](#)  
[Privacy Policy](#)

**36 CONTACT**

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