



TERMS OF USE

FOR PASS SOFTWARE AND RELATED ED-INTERACT SOFTWARE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE SITE.

INTENDED AUDIENCE/USE:

Ed-Interact, Inc. ("Ed-Interact") provides this Web site to you, subject to these Terms of Use. The Terms of Use may be updated by Ed-Interact from time to time without notice to you. You can review the most current version of the Terms of Use. This Web site and other Ed-Interact Web sites that are linked to this site or affiliated with this site (collectively "the Site") and all the information, communications, software, scripting, photos, text, video, graphics, music, sounds, images and other materials and services found on the Site (collectively "Content"), is intended for the lawful use of Ed-Interact's customers, specifically, National educational representatives, State/Province educational representatives, School District representatives, individual School representatives, Students, Parents/Guardians of Students or those users designated by the District or School as 'Mentors'. The Site may be hosted by either Ed-Interact or its Customer. The Site is controlled and operated in whole or in part by Ed-Interact or its Customer from its offices within the United States. Ed-Interact makes no representation that these materials are appropriate or available for use in other locations. Those who access the Site from other locations do so at their own risk and are responsible for compliance with applicable local laws. You acknowledge that Ed-Interact reserves the right in its sole discretion to refuse or terminate your access to the Site at any time.

ACCEPTANCE OF TERMS:

You acknowledge you have read, and agree to be bound by these Terms of Use and to comply with all applicable laws and regulations, including without limitation U.S. export and re-export control laws and regulations regarding the transmission of technical data exported from the United States or the country in which you reside. You further agree to comply with all local laws, regulations and rules regarding online conduct and acceptable Content. You represent you have the legal authority to accept these Terms of Use on behalf of yourself or any party you represent. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE SITE.**

RESTRICTIONS ON USE OF CONTENT:

© Copyright 2006 Ed-Interact, Inc. All Rights Reserved. **THE UNAUTHORIZED COPYING, DISPLAYING OR OTHER USE OF ANY CONTENT FROM THIS SITE IS A VIOLATION OF THE LAW.** You acknowledge having been advised by Ed-Interact that the Content is protected in the U.S. and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws, and other proprietary rights laws (collectively "Rights"). In addition to Ed-Interact's Rights in individual elements of the Content, Ed-Interact or its licensors own a copyright in the selection, coordination and arrangement of the Content. You are hereby granted permission to access the Content from the Site in whole or in part, solely for your personal, non-commercial use of viewing and browsing through the Site or ordering



TERMS OF USE

FOR PASS SOFTWARE AND RELATED ED-INTERACT SOFTWARE

products or services from the Site. This permission terminates automatically if you breach any of the Web Site Terms of Use. If pursuant to an authorization from Ed-Interact, you download software from the Site, the software, including all code, files, images, contained in or generated by the software, and accompanying data, are deemed to be licensed to you by Ed-Interact. Neither title nor intellectual property rights are transferred to you, but remain with Ed-Interact, which owns full and complete title. You may not resell, decompile, reverse engineer, disassemble, or otherwise convert the Software to a perceivable form. Ed-Interact does not grant you any permission to use the Content other than the permission expressly stated in these Terms of Use. All other use of Content from the Site, including, but not limited to uploading, downloading, modification, publication, transmission, participation in the transfer or sale of, copying, reproduction, republishing, creation of derivative works from, distribution, performance, display, incorporation into another web site, reproducing the Site (whether by linking, framing or any other method), or in any other way exploiting any of the Content, in whole or in part, or downloading and using software repeatedly for uses other than those expressly permitted may not be made without prior express written consent by Ed-Interact.

TRADEMARKS AND SERVICE MARKS:

There are a number of proprietary logos, service marks, trademarks, slogans and product designations found on this Site. By making them available on this Site, Ed-Interact is not granting you a license to use them in any fashion. Access to this Site does not confer upon you any license under any of Ed-Interact's or any third party's intellectual property rights.

ED-INTERACT and the PASS Logo are registered in the US Patent & Trademark Office. All other product or service names are the property of their respective owners. © Ed-Interact, Inc. 2006-2010. Marks owned by third parties include the following:

No Ed-Interact trademark or service mark may be used as a hyperlink without Ed-Interact's prior written permission.

SUBMISSION OF INFORMATION:

Although Ed-Interact provides certain encryption in an effort to protect the electronic transmission of student information ("Student Information") that is provided by its Customers to Ed-Interact through the Site, Ed-Interact does not guarantee the security of any information transmitted to or from the Site. You understand and agree to assume the security risk for any information you provide using the Site.

Other than the Student Information, Users may supply information to Ed-Interact through the Site using system plans ("System Plans") which are Adobe documents used to collect survey data, data supplied in response to questionnaires or solicit specific information pertaining to National educational representatives, State/Province educational representatives, School District representatives, individual School representatives,



TERMS OF USE

FOR PASS SOFTWARE AND RELATED ED-INTERACT SOFTWARE

Students, Parents/Guardians of Students or those users designated by the District or School as 'Mentors' such as Grade Books, Assessments, Tests, and other solicited information. Except for the Student Information, Data supplied to complete System Plans, personally identifiable information relative to you, any information you do send to Ed-Interact through the Site will be deemed to be confidential ("Confidential Information"). For any Confidential Information you do send, post or submit you hereby grant Ed-Interact an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit the Confidential Information within reasonable terms in performing support of the site. You also agree that Ed-Interact is free to use any ideas, concepts, know-how or techniques that you send Ed-Interact for any purpose whatsoever without compensation to you or any other person sending the Non-Confidential Information, and you represent and warrant that you own or otherwise control all of the rights to the Non-Confidential Information and that public posting and use of your content by Ed-Interact will not infringe or violate the rights of any third party. Your personally identifiable information you submit to us shall be treated in accordance with our Privacy Policy.

You are prohibited from posting or transmitting to or from the Site any infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store and viruses, worms, time bombs, Trojans horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of the Software or the data contained therein; (x) attempt to gain unauthorized access to the Software or its related systems or networks; or (xi) publicly display or publicly perform the Software or Documentation without Vendors prior written permission; or any other material that could give rise to any civil or criminal liability under the law.

ED-INTERACT PRIVACY POLICY:

Ed-Interact's collection and use of information about you is subject to our Privacy Policy. For more information, see our full privacy policy for this site by clicking the link at the bottom of the page. This site is intended for use by authorized users which includes National educational representatives, State/Province educational representatives, School District representatives, individual School representatives, Students, Parents/Guardians of Students or those users designated by the District or School as 'Mentors'. Ed-Interact encourages parents to take an active role in their children's use of the Internet, and to inform them of the potential dangers of providing information about themselves over the Internet.

PARTICIPATION IN SITE ACTIVITIES:

If you choose to participate in activity ("Website Activity"), you agree to comply with any rules or regulations governing such Website Activity. Additionally, as a condition of your continued participation in the Website Activity, you agree not to: 1) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful,



TERMS OF USE

FOR PASS SOFTWARE AND RELATED ED-INTERACT SOFTWARE

threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; 2) harm minors in any way; 3) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; 4) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Website Activity; 5) upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); 6) upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; 7) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; 8) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; 9) interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service; 10) "stalk" or otherwise harass another person or entity; or 11) collect or store personal data about other users. You agree that violation of any of the foregoing will result in your immediate disqualification from participant in the Website Activity, and may result in additional legal actions being taken by Ed-Interact.

LINKS TO THIRD PARTY WEB SITES:

This Site may provide links to other third-party World Wide Web sites or resources. Ed-Interact makes no representations whatsoever about any other Web site which you may access through this Site. Because Ed-Interact has no control over such sites and resources, you acknowledge and agree that Ed-Interact is not responsible for the availability of such external sites or resources and is not responsible or liable for any Content, advertising, products, services or other materials on or available from such sites or resources. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature. References on this Site to any names, marks, products or services of any third parties or hypertext links to third party sites or information are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship or recommendation of, or affiliation with the third party or its products and services. Ed-Interact makes no representation or warranty as to any third party Content, products or services, and you agree that Ed-Interact shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party Content, products or services available on or through any such site or resource.

NOTICES:



TERMS OF USE

FOR PASS SOFTWARE AND RELATED ED-INTERACT SOFTWARE

Notices to you may be made via either e-mail or regular mail. Ed-Interact may also provide notices of changes to the Terms of Use or other matters by displaying notices or links to notices to you generally on the Site.

DISCLAIMER OF WARRANTY:

ED-INTERACT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE AVAILABILITY, USE, TIMELINESS, SECURITY, VALIDITY, ACCURACY, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, THE CONTENT OF THE SITE OR ANY OTHER WEB SITES LINKED TO OR FROM THE SITE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, OR USE OF THIS SITE. THE CONTENT OF THE SITE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, ED-INTERACT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ED-INTERACT SHALL BE DEEMED TO ALTER THIS DISCLAIMER OF WARRANTY, OR TO CREATE ANY WARRANTY.

LIMITATION OF LIABILITY:

ED-INTERACT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THIS SITE, ITS CONTENT OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE FAILURE, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES EVEN IF ED-INTERACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, ED-INTERACT'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT OR OTHERWISE, ARISING OUT OF YOUR USE OF THIS SITE, ITS CONTENT OR LINKS, SHALL NOT EXCEED THE AMOUNT YOU PAID TO ACCESS THIS SITE.



TERMS OF USE

FOR PASS SOFTWARE AND RELATED ED-INTERACT SOFTWARE

REVISIONS:

Ed-Interact may modify, suspend, withdraw or discontinue, temporarily or permanently, the Content, in whole or in part, at any time without notice. You agree that Ed-Interact shall not be liable to you or to any third party for any modification, suspension, withdrawal or discontinuance of the Content. Ed-Interact may at any time revise these Web Site Terms of Use by updating this posting. By using the Site, you agree to be bound by any such revisions and you agree to periodically visit this page to determine the then current Web Site Terms of Use to which you are bound.

TERMINATION:

You agree that Ed-Interact, in its sole discretion, may terminate or restrict your use or access to this Site (or any part thereof) for any reason, including, without limitation, that Ed-Interact believes you have violated or acted inconsistently with the letter or spirit of these Terms of Service, or the terms, conditions, or rules of a sweepstakes, contest, or other promotion contained within the Site.

GENERAL INFORMATION:

The Terms of Use constitute the entire agreement between you and Ed-Interact and govern your use of the Site, superceding any prior agreements between you and Ed-Interact relating to your use of this site. You may also be subject to additional terms and conditions that may apply when you use purchase products or services, participate in an Ed-Interact-sponsored Developer Program or service, or use or download software. If any provision of these Web Site Terms of Use is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of the Terms of Use. The failure of Ed-Interact to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. By accessing the Site you agree that the statutes and laws of the united states and the state of Florida, USA without regard to conflicts of laws principles, will apply to all matters relating to use of the site, and you agree that any litigation shall be subject to the exclusive jurisdiction of the state or federal courts in Florida, USA. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site, or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.