

Terms of Service
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2. Changes to Terms or Services. We may update the Terms at any time, in our sole discretion. If we do so, we'll let you know either by posting the updated Terms on the Site or through other communications. It's important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms, you are agreeing to be bound by the updated Terms. If you don't agree to be bound by the updated Terms, then, except as otherwise provided in Section 18(e) "Effect of Changes on Arbitration," you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, including any Products offered for sale on the Site, at any time and without notice, at our sole discretion.

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When registering for a User Account, you may be required to select a username and a password (collectively, "Login Information"). It is important that you remember your Login Information and that you keep your Login Information in a safe and secure offline location. You may not share, transfer or sublicense your User Account or the Login Information with anyone other than as expressly set forth in these Terms. You are responsible for protecting the confidentiality of the Login Information, and you will be responsible for all use of your User Account accessed with your Login Information. Any unauthorized access, use, distribution or transfer of your

User Account or Login Information may result in suspension, termination, or cancellation of your User Account. If you become aware of or suspect unauthorized use of your User Account or Login Information or any other

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breach of security, you agree to immediately notify Company and take all reasonable measures to safeguard your User Account and Login Information.

By creating a User Account, you understand and consent to us sending you (including via e-mail) information such as notices regarding your use of ParentEducate.com, your User Account, or marketing or promotional information regarding Company's other products or services. You may opt out of marketing and promotional communications by contacting support@parenteducate.com.

YOU AGREE THAT YOU HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN YOUR USER ACCOUNT, AND THAT ALL RIGHTS IN AND TO THE USER ACCOUNTS ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF COMPANY.

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(p) Encourage or enable any other individual to do any of the foregoing.

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1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.

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3. Provide your mailing address, telephone number, and, if available, email address. 4.

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- “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”
- “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to Company’s Designated Copyright Agent:

General Counsel
Childcare Education Institute
3059 Peachtree Industrial Boulevard, Duluth, Georgia 30097

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THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

(d) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

17. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of Georgia, without regard to its conflict

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of laws provisions. Except as otherwise expressly set forth in Section 18 “Dispute Resolution,” the exclusive jurisdiction for all Disputes (defined below) that you and Company are not required to arbitrate will be the state and federal courts located in Gwinnett County, Georgia, and you and Company each waive any objection to jurisdiction and venue in such courts.

18. Dispute Resolution and Arbitration Agreement.

PLEASE READ THIS SECTION CAREFULLY AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE AAA RULES, THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION LAWSUIT, THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS, JOINT OR CONSOLIDATED ARBITRATION OF ANY KIND, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF THAT MIGHT OTHERWISE BE AVAILABLE IN A COURT OF LAW.

(a) Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services or Content (collectively, “Disputes”) will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** You and Company agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) Exceptions and Opt-out. As limited exceptions to Section 18(a) above: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights. In addition, **you will retain the right to opt out of arbitration entirely and litigate any Dispute** if you provide us with written notice of your desire to do so by regular mail at c/o Legal Department, Childcare Educational Institute, 3059 Peachtree Industrial Boulevard, Duluth, GA 300967 within thirty (30) days following the date you first agree to these Terms.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the county (or parish) where you

live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. We'll pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than \$10,000, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

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(e) Class Action Waiver. **YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(f) Effect of Changes on Arbitration. Notwithstanding the provisions of Section 2 "Changes to Terms or Services" above, if Company changes any of the terms of this Section 18 "Dispute Resolution" after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Company's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Company in accordance with the terms of this Section 18 "Dispute Resolution" as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

(g) Severability. With the exception of any of the provisions in Section 18(e) of these Terms ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

19. General Terms.

(a) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Company and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Company and you regarding the Services and Content. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Company's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Company may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(b) Notices. Any notices or other communications provided by Company under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

(c) Waiver of Rights. Company's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Company. Except as expressly set forth in these Terms, the

exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

20. Contact Information. If you have any questions about these Terms or the Services, please contact Company at support@parenteducate.com.