

LAKE PINES BRAILLE – TERMS OF SERVICE
13 FEBRUARY 2023

BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THEM. YOU ACCEPT THESE TERMS BY CLICKING A BOX INDICATING ACCEPTANCE AND/OR BY USING OR ACCESSING THE SERVICE.

These Terms of Service (these **Terms**) are the terms and conditions that govern the access and use of the Service. These Terms constitute the agreement between (i) Lake Pines Braille LLC (**Lake Pines Braille, we, us, or our**) and (ii) each person who accesses or uses the Service (each, a **User**). Capitalized terms have the meanings set forth in these Terms.

THESE TERMS CONTAIN GENERAL DISCLAIMERS (SECTION 11); DISCLAIMERS OF WARRANTIES (SECTION 12), LIMITATION OF LIABILITY (SECTION 13), AND AN AGREEMENT TO BINDING ARBITRATION, WAIVER OF JURY TRIAL, AND A CLASS ACTION WAIVER (SECTION 14(f)).

1. The Service. The Service is accessed via the website located at www.lakepinesbraille.com/ae (the **Website**). The **Service** means the Accessible Equation Editor (the **Application**) accessed on the Website, together with all extensions and all supplemental written materials (such as workbooks), user guides, and documentation relating to or available on the Website. The Service is provided solely for personal use by a User (the **Purpose**) and not for commercial purposes. The Service is provided to Users free-of-charge for the Purpose, subject to compliance with these Terms.

2. System Requirements & Availability. To access and use the Service, a User needs a compatible computer or mobile device with Internet access (third party fees may apply) and running compatible browser software. The Service supports current versions of most leading browsers, although there may be from time-to-time differences in performance and functionality between different browsers. If you encounter issues using the Service with a specific browser, please install and use a different browser. Because use of the Service involves your own hardware, software, and Internet access, your ability to use the Service may be affected by the availability and performance of these items. You acknowledge and agree that such third-party system requirements and expenses, which may change from time-to-time, are solely your responsibility.

The Service is generally available 24x7x365 except for periods during which the Service is down, in whole or in part, for updates, upgrades, maintenance, or due to network outages, Force Majeure Events, or other reasons (**Downtime**). We may or may not provide advance notice of scheduled or anticipated Downtime and Downtime may occur at any time and without advance notice and, to the extent notice is given, may last longer than anticipated or communicated.

3. Privacy Policy. Use of the Service is subject to our Privacy Policy, which is made part of these Terms.

4. Support. You understand that we do not provide support for the Service and are also not responsible to provide support for any issues resulting from problems, errors, or inquiries related to your systems, hardware, software, or Internet service. Although we do not provide support, if you encounter any issues or bugs, we would appreciate it if you would let us know.

5. License. Subject to your ongoing compliance with these Terms, we grant you a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Service for the Purpose for so long as and to the extent the Service is available. All Intellectual Property Rights of any nature in the Service, and underlying data, and any associated metadata, together with our methods, techniques, graphics, images, designs (including user interfaces and dashboards), navigation, algorithms, tools, trade secrets, or other Intellectual Property Rights of any nature used to provide the Service (collectively, our **Background IP**) remain solely with Lake Pines Braille and our licensors, including NCS Pearson, Inc. (including its affiliates, **Pearson**). **Intellectual Property Rights** means all current and future proprietary and intellectual property rights worldwide, whether arising under the laws of the United States or any other state, country, or jurisdiction, including any and all utility patents, design patents, industrial registrations, copyrights, trademarks, trade secrets, mask work rights, moral rights, sui generis protection, rights of publication, rights of privacy, and trade dress, including any pending registrations, applications, divisionals, continuations, derivatives, reissues, and reexaminations associated therewith.

6. License to Feedback. You grant us a worldwide, perpetual, irrevocable, transferable, sublicensable, and royalty free license to use, modify, duplicate, transfer, incorporate into the Service, and to otherwise realize upon, without the duty to account to you for such use, any suggestions, improvements, recommendations, corrections, or other feedback or ideas you provide to us relating to the Service.

7. Restrictions and Usage Rules. Use of the Service is conditioned upon your compliance with the following (the **Usage Rules**):

a) Access to and use of the Service is provided solely and exclusively to benefit you. The Service may not be used for commercial purposes.

b) You understand that we are not granting you any licenses or rights to our Background IP, and you agree not to access (other than allowed through the normal and expected use of the Service), copy, or extract any Background IP, including source code.

c) You agree not to “frame,” “mirror,” or serve the Service on any web server or other computer server over the Internet or any other network, or to publish, perform, demonstrate, copy, modify, reproduce, rent, lease, loan, sell, re-sell, distribute or redistribute, the Service, or create derivative works of the Service, in any manner or in any form.

d) You agree not to utilize the Service in a manner to prepare or create, or assist third parties in preparing or creating, an application that is similar to the Application in a manner that would compete directly with Pearson’s assessment products;

e) You agree (i) not to copy, modify, or reproduce the Service, or to create any derivative works thereof; and (ii) not to rent, lease, loan, sell, re-sell, distribute, or redistribute the Service under any circumstance without our express written consent.

f) You agree not to disassemble, decompile, or reverse engineer the Service or permit or assist others to do so. Disassembling, decompiling, and reverse engineering include: (i) converting the Service, or any element or component thereof, including Background IP, from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Service, or any element or component thereof, including Background IP, by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Service’s operation and creating the original source code or any approximation thereof by, for example, studying the Service’s behavior in response to a variety of inputs; or (iv) performing any other activity related to the Service that could be construed to be reverse engineering, disassembling, or decompiling.

g) You agree not to collect or harvest any third-party personal data, including names, social media handles, or email addresses, etc., from the Service for any purpose, nor to use such information or the Service for any solicitation purposes.

h) You agree not to conduct any systematic or automated data collection activities, including scraping, data mining, data extraction, or data harvesting on or in relation to the Service.

i) You agree (i) not to interfere with or disrupt the Service and/or the servers or networks connected to the Service, or circumvent, disable, or interfere with security features of the Service; (ii) not to exploit the Service in any unauthorized way whatsoever, including by trespass or burdening network capacity.

j) You agree not to use or launch any automated system, including “robots,” “spiders,” “offline readers,” or other similar systems that send more messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser.

k) You agree not to use the Service to promote or distribute any viruses, trojans, worms, root kits, spyware, or any other harmful software, programs, routines, applications, or technologies, or which may negatively affect the performance of the Service or a computer or introduce significant security risks to the Service or a computer.

l) You understand that the Service may be transmitted over various networks and changed to conform and adapt to technical requirements.

m) You agree not to engage in, facilitate, or further any unlawful conduct in connection with your use of the Service.

n) If you are located in a country embargoed by the U.S., or are on (or work for an entity that is on) the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Entity List, you may not access or use the Service.

In our sole discretion, we may limit your access to the Service, in whole or in part, if we believe that you have violated any Usage Rules.

8. Usage Data. We may collect, analyze, and audit data and other information relating to the access, provision, use, and performance of the Service, and we may use such data and other information to monitor and enforce these Terms and to develop and improve the Service and other offerings, and disclose such data and other information solely in an aggregated and anonymized format that does not permit identification of any individual User, apart from disclosures pursuant to legal order or process, investigation, or enforcement action.

9. Intellectual Property.

a) Acknowledgement of Ownership. It is acknowledged and agreed that the Background IP contains proprietary information and material that is owned by us or our licensors and is protected by applicable intellectual property and other laws, including trade secret and copyright, and that you will not use such proprietary information or materials in any way

whatsoever except for the Purpose and in compliance with these Terms. The copyright and other Intellectual Property Rights to the Application are held by Pearson (other than with respect to any third party Intellectual Property Rights therein).

b) Trademarks. "Lake Pines Braille" and associated logos, service marks, graphics, and logos used by us on or in connection with the Service, whether or not registered, are our trademarks. Other trademarks, trade names, service marks, and logos, whether or not registered, are the property of the respective owning person, who, as between us and them, owns all right, title, and interest therein.

10. Enforcement. We reserve the right to take those steps we believe are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms, including to our duty to cooperate with any legal process relating to use of the Service, and/or a third-party claim that your use of the Service is unlawful and/or infringes such third party's rights. You agree that we have the right, without liability to you, to disclose any Service usage records or other information collected by the Service to law enforcement authorities, government officials, and/or a third party, as we believe we are required to do or is reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms.

11. GENERAL DISCLAIMERS AND ACKNOWLEDGEMENTS. YOU ACKNOWLEDGE THAT THE SERVICE IS SUBJECT TO LIMITATIONS, INCLUDING THE FOLLOWING:

a) THE SERVICE IS NOT TO BE USED FOR ANY MEDICAL, SAFETY, EMERGENCY, OR ANY OTHER USES WHERE RELIABILITY AND ACCURACY ARE CRITICAL, NOR IS THE SERVICE TO BE USED FOR ANY USE NOT INTENDED BY US.

b) WE MAY OFFER PROGRAMS UNDER WHICH YOU MAY USE "BETA" SERVICES, FEATURES, OR DOCUMENTATION (collectively, **BETA SERVICES**) FOR TESTING AND/OR EVALUATION PURPOSES. ANY USE OF THE BETA SERVICES IN CONJUNCTION WITH ACTUAL DATA AND/OR IN A PRODUCTIVE SETTING IS AT YOUR SOLE RISK. BETA SERVICES ARE NOT GENERALLY AVAILABLE AND MAY CONTAIN BUGS, ERRORS, DEFECTS, OR HARMFUL COMPONENTS. WE MAY TERMINATE ACCESS TO BETA SERVICES AT ANY TIME.

12. DISCLAIMER OF WARRANTIES.

a) THE USE OF THE SERVICE IS AT YOUR OWN RISK.

b) THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSORS (INCLUDING PEARSON), DATA PROCESSORS/SERVICE PROVIDERS, AND SUPPLIERS (COLLECTIVELY, AND TOGETHER WITH THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS, THE **LPB PARTIES**) DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS, BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED. YOU ACKNOWLEDGE THAT FROM TIME TO TIME WE MAY REMOVE OR LIMIT THE SERVICE (OR PORTIONS THEREOF) FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE (OR PORTIONS THEREOF), AT ANY TIME.

c) WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE OR ANY SERVER OUTPUT IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE, OR THAT THE USE OF THE SERVICE IS LEGAL, APPROPRIATE, OR AVAILABLE FOR USE IN ALL LOCATIONS OR IN ALL CIRCUMSTANCES.

d) TO THE FULLEST EXTENT PERMITTED BY LAW, THE LPB PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND SERVICE OUTPUT, AND YOUR USE THEREOF, INCLUDING ANY IMPLIED WARRANTIES OF CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, NON-INFRINGEMENT, RELIABILITY, AVAILABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

e) THE LPB PARTIES DO NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM BUGS, DEFECTS, ERRORS OR OMISSIONS, LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION OR THAT ANY DATA INPUT INTO THE SERVICE WILL NOT BE LOST OR CORRUPTED.

f) NO PERSONNEL OR REPRESENTATIVES OF OURS OR OF ANY THIRD PARTIES ARE AUTHORIZED TO MAKE ANY WARRANTY ABOUT THE SERVICE. ORAL OR WRITTEN STATEMENTS BY ANY PERSONNEL OR REPRESENTATIVES, INCLUDING VIA EMAIL, DO NOT CONSTITUTE A WARRANTY, DO NOT BIND OR OBLIGATE US, SHALL NOT BE RELIED ON BY YOU, AND ARE NOT PART OF THESE TERMS. THE ENTIRE AGREEMENT BETWEEN YOU AND US WITH RESPECT TO WARRANTIES ARE EMBODIED IN THIS WRITING. YOU ACKNOWLEDGE YOU HAVE NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY ANY PERSON OR ENTITY EXCEPT FOR THE WARRANTIES OR REPRESENTATIONS SPECIFICALLY STATED HEREIN.

NOTE: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

13. LIMITATION OF LIABILITY. UNLESS PROHIBITED BY LAW IN A PARTICULAR INSTANCE, YOU AGREE THAT:

a) THE LPB PARTIES DISCLAIM ANY LIABILITY FOR, AND YOU AGREE TO RELEASE THE LPB PARTIES FROM, ANY CLAIMS OR DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF THE SERVICE, INCLUDING (i) ANY VIOLATION OF APPLICABLE LAW BY YOU BY VIRTUE OF YOUR USE OR MISUSE OF THE SERVICE; (ii) ANY ERRORS, OMISSIONS, MISTAKES, OR

INACCURACIES IN ANY SERVICE OUTPUT; (iii) ANY FAILURE TO COLLECT, PROVIDE, DISPLAY, OR RETAIN ANY SERVICE OUTPUT; (iv) THE AVAILABILITY, TIMELINESS, MIS-DELIVERY, OR NON-DELIVERY OF THE SERVICE OR ANY SERVICE OUTPUT; (v) ANY PRIVACY CLAIMS OR OTHER FORMS OF CIVIL LIABILITY ARISING OUT OF OR IN ANY WAY RELATING TO USE OF THE SERVICE OR ANY SERVICE OUTPUT; (vi) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (vii) ANY INFRINGEMENT BY THE SERVICE OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS; AND/OR (viii) ANY LOSS, INJURY, OR DAMAGE OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATING TO ANY SERVICE OUTPUT, OR ANY OPERATION, NONOPERATION, OR FAILURE OF THE SERVICE.

b) THE LPB PARTIES ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING ATTORNEYS' FEES AND EXPENSES, AND DAMAGES FOR LOSS OF PROFITS, GOODWILL, INCOME, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ANY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). YOU AGREE NOT TO MAKE, AND YOU HEREBY WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES AGAINST US OR PEARSON IN CONNECTION WITH THE SERVICE OR THE APPLICATION. THIS EXCLUSION ALSO INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF A THIRD-PARTY CLAIM AGAINST YOU.

c) THE ESSENTIAL PURPOSE OF THESE TERMS IS TO LIMIT THE POTENTIAL LIABILITY OF THE LPB PARTIES. THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US. YOU ACKNOWLEDGE YOU HAVE RECEIVED VALUABLE CONSIDERATION FOR THESE IN THE FORM OF OUR ABILITY TO OPERATE AT LOWER COST AND/OR WILLINGNESS TO CONTRACT, WHETHER GENERALLY OR SPECIFICALLY.

d) NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS WILL (i) LIMIT OR EXCLUDE THE LIABILITY OF A PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE; (ii) LIMIT OR EXCLUDE THE LIABILITY OF A PARTY FOR FRAUD OR FRAUDULENT MISREPRESENTATION BY THAT PARTY; (iii) LIMIT ANY LIABILITY OF A PARTY IN ANY WAY THAT IS NOT PERMITTED UNDER APPLICABLE LAW; OR (iv) EXCLUDE ANY LIABILITY OF A PARTY THAT MAY NOT BE EXCLUDED UNDER APPLICABLE LAW.

e) IF YOU ARE IN CALIFORNIA, YOU HEREBY WAIVE THE APPLICATION OF CALIFORNIA CIVIL CODE §1542, WHICH PROVIDES: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

14. General Provisions.

a) Changes. We reserve the right, at any time and from time to time, to update, revise, supplement, and otherwise modify these Terms and to impose new or additional rules, policies, terms, or conditions on the use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively, **Additional Terms**) will be effective immediately when posted on the Service. Continued use of the Service following such time will be deemed to constitute acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated herein by this reference.

b) Compliance with Law. In connection with the operation and use of the Service, the parties shall comply with applicable local, municipal, state, provincial, federal, and national laws, statutes, decrees, ordinances, orders, regulations, rules, codes of practice, and regulator guidance.

c) Entire Agreement. These Terms constitute the sole and entire agreement between you and us relating to the Service and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. If you object to these Terms, you may not use the Service. Use of the Service shall be conclusively deemed to be acceptance of these Terms. Our failure to object to any term or condition in any oral or written communication from you shall not constitute an acceptance thereof or a waiver of any term or condition hereof; rather, our failure to so object shall be deemed a rejection of your objection, and for such an objection to be accepted by us and change these Terms, we must agree in writing to your specific objection.

d) U.S. GOVERNMENT RESTRICTED AND LIMITED RIGHTS. The Service is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR supplement, as applicable. All data is provided with LIMITED RIGHTS and such data may be reproduced and used by the U.S. Government with the express limitation that they will not, without written permission, be used for purposes of manufacture nor disclosed outside the U.S. Government. Manufacturer is Lake Pines Braille, LLC.

e) Governing Law. You agree that for purposes of these Terms we are solely based in Texas, USA and any operations elsewhere do not give rise to personal jurisdiction over us, either specific or general, in any other jurisdictions. To the fullest extent permitted by law, these Terms and any Disputes arising out of or relating to them, and the Service, and, to the extent permitted by law, all related matters including non-contractual matters, and the enforcement thereof, will be governed by the laws of the State of Texas without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to these Terms.

f) Dispute Resolution; BINDING ARBITRATION; CLASS ACTION WAIVER.

(i) **Dispute** means any dispute, claim, cause of action, or controversy of whatever nature between the parties arising from or relating to these Terms or the Service, including any action or claim based on contract, tort (including, fraud, misrepresentation, fraudulent inducement, or negligence), or statute, or concerning the scope, interpretation, effect, termination, validity, enforceability, performance, and/or breach of these Terms and includes the validity, enforceability, or scope of this clause (with the exception of the enforceability of the Class Action Waiver clause below). This term is to be given the broadest possible meaning that will be enforced.

(ii) If a Dispute arises, either we or User may notify the other in writing, in which case a nominated representative of each affected party must promptly attempt in good faith to resolve the dispute. If the parties are unable to resolve the dispute within 60 days of the written notification referred to in this clause, then the Dispute shall be resolved by final and binding arbitration. American Arbitration Association rules will apply. The parties shall seek to mutually appoint an arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three arbitrators: one selected by each party, and a third selected by the first two. Arbitration will take place in Tyler, Texas, unless all three arbitrators mutually agree on an alternative city. The language to be used in the arbitration will be English.

(iii) The arbitrator(s) shall, within fifteen (15) calendar days after the conclusion of the arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator(s) shall be authorized to award compensatory damages, but shall not be authorized (i) to award non-economic damages, such as for emotional distress, pain and suffering, or loss of consortium, (ii) to award punitive damages, or (iii) to reform, modify, or materially change these Terms or any other agreements contemplated hereunder; provided, however, that the damage limitations described in parts (i) and (ii) of this sentence will not apply if such damages are statutorily imposed. The arbitrator(s) also shall be authorized to grant any temporary, preliminary, or permanent equitable remedy or relief they deem just and equitable and within the scope of these Terms, including an injunction or order for specific performance.

(iv) The parties agree that the arbitration, including the evidence, the argument, and the outcome, is confidential between the parties. The parties can inform legal counsel and, if necessary, financial advisors and insurers, about the arbitration if they are advised of the confidentiality obligations. The parties can tell others only as required by law (including any applicable stock exchange or similar securities disclosure rules). The arbitrator(s) must also agree to this confidentiality protection. Nothing in these Terms prevents either party from filing the arbitration award with a court to enforce or appeal such award (but only if the arbitration award is not paid within 90 days of its issuance), though both parties agree that the evidence, arguments of the parties, and the arbitrator's findings related to such award will be treated as confidential information subject to a court-approved protective order.

(v) **IF FOR ANY REASON THESE ARBITRATION REQUIREMENTS DO NOT APPLY, YOU AND WE EACH HEREBY WAIVE ANY TRIAL BY JURY AND AGREE THAT THE CLAIM SHALL BE DECIDED EXCLUSIVELY BY A COURT OF COMPETENT JURISDICTION LOCATED IN TYLER, TEXAS.**

(vi) **NOTHING HEREIN SHALL PRECLUDE EITHER PARTY FROM SEEKING IMMEDIATE INJUNCTIVE RELIEF BEFORE AN APPROPRIATE COURT WITH RESPECT TO A VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY OBLIGATIONS, AN ONGOING OR RECURRING BREACH OF THE USAGE RULES, OR ENFORCEMENT OR RECOGNITION OF ANY AWARD OR ORDER IN ANY APPROPRIATE JURISDICTION.**

(vii) **ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL LEGAL ACTION, UNLESS BOTH YOU AND WE SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.**

(viii) **YOU AND WE AGREE THAT ACTION RELATED TO A DISPUTE MUST COMMENCE WITHIN TWELVE (12) MONTHS AFTER THE EVENT GIVING RISE TO THE DISPUTE OCCURS, OTHERWISE SUCH ACTION IS PERMANENTLY BARRED.**

g) **Third-Party Beneficiaries.** Pearson is a third-party beneficiary hereunder, but Pearson is not required to assume any of Lake Pines Braille's obligations hereunder. Other than with respect to Pearson's rights as a third-party beneficiary hereunder, these Terms do not create a contractual relationship between you and any third party. You are not a third-party beneficiary of any agreement between us and any third party.

h) **Assignment.** You may not assign, delegate, or otherwise transfer any rights or obligations to the Service to a third party. We may transfer or assign our rights and delegate our respective obligations under these Terms to an affiliate or to a successor to all or substantially all of our business or assets relating to these Terms whether by sale, merger, operation of law, or otherwise.

i) **Miscellaneous.** If any part of the Subscription Agreement or these Terms is held invalid or unenforceable by a court of competent jurisdiction, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Any provision of these Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction only to the extent of the prohibition or unenforceability and does not invalidate the remaining provisions of these Terms nor does it affect the validity or enforceability of that provision in any other jurisdiction. No failure to exercise or delay in exercising any right, power, or remedy under these Terms operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power, or remedy does not preclude any other or further exercise of that or any other right, power, or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing. A party will not be responsible for

failures to fulfill any obligations due to causes beyond its reasonable control, including due to fire, lightning strike, flood, earthquake, or other natural disaster, sabotage, nuclear contamination, terrorism, pandemic, war, insurrection, zombie apocalypse, utility failure, telecommunications failure, service provider failure, third party strike or work stoppage, civil riot, or extraterrestrial invasion (**Force Majeure Events**). Nothing in these Terms creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between you and us. Any translation of these Terms, or any part thereof, is done for local requirements or for convenience and, in the event of an inconsistency between the English and any non-English versions, the English version shall govern.

j) Rules of Interpretation. In these Terms: (i) unless otherwise specified, any reference to clauses are references to clauses of these Terms; (ii) any reference to the singular shall also include the plural and vice versa; (iii) headings are for ease of reference only and shall not affect the interpretation or construction; (iv) references to “including,” “include,” or “includes” will be construed as if they were followed by the words “without limitation”; (v) references to a “person” or “entity” includes an individual, body corporate (in whatever form wherever incorporated), unincorporated association, trust, or partnership (whether or not having separate legal personality), government, state, territory, or province, or agency of a state, territory, or province, or two or more of the foregoing; (vi) reference to a document or law is a reference to that document or law as amended or modified from time-to-time; and (vii) references to a writing will be deemed to include any modes of reproducing words in a legible and non-transitory form, including electronic form.

k) Third Party Software or Content. The Service may contain or utilize third party software or content that requires notices and/or additional terms and conditions. Such third-party software or content notices and/or additional terms and conditions may be requested from us and are made a part of and incorporated by reference into these Terms. By accepting these Terms, you are also accepting the additional terms and conditions, if any, set forth therein.

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