

TERMS OF USE

PLEASE READ THESE TERMS OF USE (“AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY AGENTSHEETS, INC. (“COMPANY”). BY VISITING THE WEBSITES OR USING THE SERVICES IN ANY MANNER, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE THE WEBSITE OR SERVICES. ACCESS TO THE WEBSITE AND USE OF COMPANY’S SERVICES IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS.

ACCESS TO THE SERVICES. The *agentcubesonline* website and domain name and any other linked pages, features, content, or application services (including without limitation any mobile application services) offered from time to time by Company in connection therewith (collectively, the “Website”) are owned and operated by Company. Subject to the terms and conditions of this Agreement, Company may offer to provide certain services, as described more fully on the Website, and that have been selected by you (together with the Website, the “Services”), solely for your own use, and not for the use or benefit of any third party. The term “Services” includes, without limitation, use of the Website, any service Company performs for you and the Content (as defined below) offered by Company on the Website. Company may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or Content. Company may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. **Company reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on the Website, or by sending you a notice. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.**

Children’s Online Privacy and Protection Act (“COPPA”). COPPA requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. Therefore, we only collect personal information through the Services from a child under 13 where that student’s school, district, and/or teacher has agreed (via the terms described in the following paragraph) to obtain parental consent for that child to use the Services and disclose personal information to us or where the parent or legal guardian of a child has signed the child up to use the Services. If you are a student under 13, please do not send any personal information about yourself to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian or if your parent or guardian has not signed you up to use the Service, and please do not send any personal information other than what we request from you in connection with the Services. If we learn we have collected personal information from a student under 13 without parental consent being obtained by his or her parent, guardian, school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that

a student under 13 may have provided us personal information in violation of this paragraph, please contact us at support@agentsheets.com.

If you are signing up for this service and creating accounts on behalf of student(s), you represent and warrant that you are either (a) a teacher or school administrator or otherwise authorized by a school or district to sign up on behalf of students or (b) the parent of such student(s). If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. When obtaining consent, you must provide parents and guardians with these Terms and our Privacy Policy. You must keep all consents on file and provide them to us if we request them. If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district. You represent and warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf, as we described earlier, and also to agree to these Terms and their own behalf). If you're agreeing to these Terms on behalf of an organization or entity (for example, if you're an administrator agreeing to these Terms on behalf of your district), you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.