



TERMS OF USE AGREEMENT

This Agreement sets forth the terms and conditions which apply to your use of the LearningHarbor.com web site (the "Service") which is offered to you by Learning Harbor, Inc. ("LearningHarbor.com").

BY USING THIS SITE, YOU AGREE TO THE TERMS OF USE AGREEMENT JUST AS IF YOU HAD SIGNED THE TERMS OF USE AGREEMENT. If you do not agree to be bound by this Agreement, please discontinue your use of the Service.

1. Restrictions on Use.

This Service is owned and operated by Learning Harbor, Inc. and contains material which is derived in whole or in part from material supplied and owned by Learning Harbor, Inc., and other sources, and is protected by copyright, trademark, and other applicable laws. You may not modify, copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works based on, or distribute in any way any material from this Service including code and software ("Material").

2. Disclaimer of Warranties.

LEARNINGHARBOR, INC. MAY PROVIDE LINKS AND POINTERS TO INTERNET SITES MAINTAINED BY THIRD PARTIES ("THIRD PARTY SITES") AND MAY FROM TIME TO TIME PROVIDE THIRD PARTY MATERIALS ON THIS SERVICE. NEITHER LEARNING HARBOR, INC., ITS AFFILIATES OR SUPPLIERS OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICES ON THESE THIRD PARTY SITES. THE MATERIALS IN THIS SERVICE AND THE THIRD PARTY SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, LEARNING HARBOR, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LEARNING HARBOR, INC. DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS AND PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SERVICE, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LEARNING HARBOR, INC. DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS SERVICE OR IN THIRD PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE. YOU ASSUME ALL RISK OF ERRORS AND/OR OMISSIONS IN THE SERVICE, INCLUDING THE TRANSMISSION OR TRANSLATION OF INFORMATION. YOU ASSUME FULL RESPONSIBILITY FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKS TO SATISFY YOUR REQUIREMENTS FOR THE ACCURACY AND SUITABILITY OF THE SERVICE, INCLUDING THE INFORMATION, AND FOR MAINTAINING ANY MEANS WHICH YOU MAY REQUIRE FOR THE RECONSTRUCTION OF LOST DATA OR SUBSEQUENT MANIPULATIONS OR ANALYSES OF THE INFORMATION PROVIDED HEREUNDER. YOU (AND NOT LEARNING HARBOR, INC.) ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION.

3. Limitation of Liability.

IN NO EVENT SHALL LEARNING HARBOR, INC., ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SERVICE OR WITH THE DELAY OR INABILITY TO USE THIS SERVICE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THIS SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THIS SERVICE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF LEARNING HARBOR, INC. OR ANY OF ITS AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER LEARNING HARBOR, INC. ITS AFFILIATES OR SUPPLIERS SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THIS SERVICE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

4. Indemnification.

You agree to defend, indemnify and hold harmless Learning Harbor, Inc. its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by you in connection with your use of the Service; (c) any non-compliance by you with the terms and conditions of this Agreement; and (d) claims brought by persons or entities other than the parties to this Terms of Use Agreement arising from or related to your access and use of the Service, including the information obtained through the Service.

5. Termination.

This Agreement and the license rights granted hereunder shall remain in full force and effect unless terminated, suspended, or canceled for any of the following reasons: (a) upon thirty (30) days written notice by any party of its intent to terminate this Agreement; (b) immediately by Learning harbor, Inc. for any unauthorized access or use by you, including, without limitation (i) concurrent access of the Service with identical user identification numbers, (ii) permitting another person or entity to use your user identification number to access the Service, or (iii) any other access or use of the Service except as expressly provided in this Agreement; or (c) immediately, if you violate the terms and conditions of this Agreement or the rules and regulations relating to the use of, or tamper with or alter any of the software and/or data files contained in, or accessed through, the Service. Termination, suspension, or cancellation of this Agreement or your access rights shall not affect any right or relief to which Learning Harbor, Inc. may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will terminate and revert to Learning Harbor, Inc. and its licensors.

6. Trademarks.

Learning Harbor and LearningHarbor.com are trademarks of Learning Harbor, Inc., and all trademarks, service marks and trade names used on the Service are the property of Learning Harbor, Inc. or their respective owners, and may not be copied, downloaded or otherwise exploited without the permission of Learning Harbor, Inc. or the owner of such trademark, servicemark or trade name.

7. Infringement Policy.

Learning Harbor, Inc., pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), reserves the right, but not the obligation, to terminate your license to use the Service if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. Learning Harbor, Inc. accommodate and do not interfere with standard technical measures used by copyright owners to protect their materials. In addition, pursuant to 17 U.S.C. Section 512(c), Learning Harbor, Inc. has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. Our designated agent to receive notification of claimed infringement is:

Virginia Stemhagen
Learning Harbor, Inc.
PO Box 7003
Princeton, NJ 08543

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right, should be sent to our designated agent, listed above, and must include the following information:

- A. A physical or electronic signature of a person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed.
- B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Similarly for other types of infringing materials, a list of such materials.
- C. Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- D. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/or electronic mail address.
- E. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law.
- F. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or on behalf of the person defamed.

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8. Modification.

Learning Harbor, Inc. reserves the right to amend this Agreement, and to modify, add or discontinue any aspect, content, or feature of the Service. Such amendments, modifications, additions or deletions shall become effective upon notice thereof, which may be provided to you by posting on the Service, via e-mail or any other reasonable means. Continued use of the Service by you shall be deemed to indicate your acceptance of any such amendments, modifications, additions or deletions.

9. Jurisdiction.

Unless otherwise specified, the materials on this Service are presented solely to provide information regarding and to promote Learning Harbor's programs and other products available in the United States, its territories, possessions and protectorates. This Service is controlled and operated by Learning Harbor, Inc. from its offices within the state of New Jersey, and by certain third party providers from their offices within the United States of America. Neither Learning Harbor, Inc. nor any third party service provider makes any representation that materials on this Service are appropriate or available for use outside the United States. Those who choose to access this Service from outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent that local laws are applicable. Software from this Service is further subject to United States export controls. No software from this Service may be downloaded or otherwise exported or re-exported (A) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (B) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

10. Miscellaneous.

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to any principles of conflicts of law. You may not assign any of your rights, obligations or privileges hereunder without the prior written consent of Learning Harbor, Inc. Any assignment other than as provided for in this Section shall be null and void, ab initio. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement and any posted operating rules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.