

Reading Sparkers Online Terms of Service

IMPORTANT – READ CAREFULLY: The Reading Sparkers Online (RSO) product <http://www.readingsparkers.com/online> (the "Product") is owned and operated IMMe, LLC ("IMMe"), a New Jersey corporation and a New Jersey LLC respectively, and is provided to you ("You") under the terms and conditions of these Reading Sparkers Online Terms of Service ("Terms"), which include IMMe's Online Privacy Policy and Registration Form that are available through the Reading Sparkers Website and are incorporated herein by reference. **BY COMPLETING THE ACCEPTANCE PROCESS, YOU REPRESENT AND WARRANT THAT YOU: (i) ARE AUTHORIZED TO SIGN FOR AND BIND THE CONTRACTING PARTY AND (ii) AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 9 AND 10 BELOW.**

1. DESCRIPTION OF PRODUCT. Reading Sparkers Online is part of a comprehensive reading program that teaches phonics, phonemic awareness, vocabulary, sight words and comprehension. Reading Sparkers Online provides gaming and reporting services as part of the comprehensive reading program.

2. REGISTRATION. To use the Product, You must submit a complete Reading Sparkers Online registration on Your behalf. As part of the registration process for the Product, You agree to: (1) provide certain limited information about You as prompted to do so by the Product (such information is to be current, complete and accurate) and (2) maintain and update this information as required to keep it current, complete and accurate. The information requested on original signup shall be referred to as registration data ("Registration Data"). If IMMe discovers that any of Your Registration Data is inaccurate, incomplete or not current, IMMe may terminate Your right to access and receive the Product immediately upon notice. IMMe will evaluate the registration application in good faith and will notify You in a timely manner regarding acceptance or rejection. IMMe may reject a registration application if it determines in its sole discretion that the user is not an appropriate subscriber or user of the Product. IMMe reserves the right to refuse the Service to any user who has canceled any number of previous Service accounts. IMMe need not provide a reason for its rejection. If IMMe rejects Your application, then You may reapply and IMMe will reconsider the application. You may not register for this Service if You are under 18 years of age. By registering for this Service You represent to IMMe, that You are 18 years of age or older. Upon acceptance of this agreement and completion of the registration process You will have opened an account with IMMe and will become a subscriber to the Reading Sparkers Online Service.

3. SERVICES

(a) Description of Service. Reading Sparkers Online is part of a comprehensive reading program that teaches phonics, phonemic awareness, vocabulary, sight words and comprehension. Reading Sparkers Online provides gaming and reporting services as part of the comprehensive reading program. IMMe makes the Reading Sparkers Online Service available under a number of different subscription plans. Please confirm that the plan for which You are registering meets Your needs by reviewing the "product information pages." To use the Service you will need to [download the Flash Player](#) from Adobe to your PC. Each participant must maintain a connection with the Internet to utilize the Reading Sparkers Online Service. A DSL, Cable or other broadband connection is recommended but not required.

(b) Fees and Payments. You can always find the current Subscription Fees and charges posted under the [About Ordering link](#) on the Reading Sparkers Web site. Your subscription will terminate at the end of Your subscription period or when You notify IMMe of Your decision to cancel Your subscription. For cancellation instructions, please contact IMMe. Contact information can be found on the [Contact Us link](#) on the Reading Sparkers website. Fees will be billed automatically to the credit card designated during the registration process for readingsparkers.com, or subsequently designated to IMMe at the start of the subscription period and at the start of each renewal period (if any), unless You terminate Your subscription before the relevant period begins. You agree to pay or have paid all fees and charges incurred in connection with Your subscription for readingsparkers.com (including any applicable taxes) at the rates in effect when the charges were incurred. IMMe may change the fees and charges then in effect, or add new fees or charges, by giving You notice in advance. All fees and charges incurred in connection with Your user name and password will be billed to the credit card designated during the registration process for readingsparkers.com or subsequently designated to IMMe. You also are responsible for any fees or charges incurred to access readingsparkers.com through an Internet access provider or other third party service. **YOU, AND NOT IMMe, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY, WHICH WERE NOT AUTHORIZED BY YOU.** This Agreement is personal to You, and You may not assign Your rights or obligations to anyone.

(c) Payment for Service in the United States. As a condition to your right to use the Service in the United States, You must provide us with a valid credit card, check or Purchase Order. In the event that you provide us with a credit card number, it must belong to you with available credit sufficient to pay the applicable Service Fees. In the event that you cancel this credit card or it is otherwise terminated, you must immediately provide us with a new valid credit card number. You authorize IMMe, from time to time, to undertake steps to determine whether the credit card number you have provided to us is a valid credit card number. In the event that you do not provide us with a current valid credit card number with sufficient credit upon request during the effective period of this Agreement, you will be in violation of this Agreement, and we may terminate this Agreement with You. In the event that you provide us with a check, you must be authorized to use this check account and it must have funds sufficient to pay the applicable Service Fees. In the event that you close this check or it is otherwise

terminated, you must immediately provide us with a new valid check. In the event that you do not provide us with a current valid check with sufficient funds during the effective period of this Agreement, you will be in violation of this Agreement, and we may terminate this Agreement with You. In the event that you provide us with a Purchase Order Number, you must be authorized to provide this Purchase Order to us and it must have funds sufficient to pay the applicable Service Fees. In the event that you do not provide us with a current valid Purchase Order with sufficient funds during the effective period of this Agreement, you will be in violation of this Agreement, and we may terminate this Agreement with You.

(d) Payment for Service outside the United States. As a condition to your right to use the Service in outside of the United States, You must provide us with a valid credit card. In the event that you provide us with a credit card number, it must belong to you with available credit sufficient to pay the applicable Service Fees. In the event that you cancel this credit card or it is otherwise terminated, you must immediately provide us with a new valid credit card number. You authorize IMMe, from time to time, to undertake steps to determine whether the credit card number you have provided to us is a valid credit card number. In the event that you do not provide us with a current valid credit card number with sufficient credit upon request during the effective period of this Agreement, you will be in violation of this Agreement, and we may terminate this Agreement with You.

(e) Trial Offers, Coupons, Credits and Special Offers. IMMe reserves the right to discontinue or modify coupons, credits and special promotional offers at our discretion. We encourage the use of our service through free trials. To view the specific details regarding your free trial, if any, please visit the About Ordering link on the Reading Sparkers Web site or contact us. The Free Trial offer associated with Reading Sparkers Online entitles new, registered subscribers to a one-time free trial usage of the service. Free Trial terms vary by promotional offer. We will begin billing your credit card for a monthly subscription at the end of your free trial period unless you cancel prior to the end of your free trial. Contact us if you have any questions concerning your end date. **YOU MUST CANCEL PRIOR TO THE END OF YOUR FREE TRIAL TO AVOID CHARGES TO YOUR CREDIT CARD.** You may cancel your subscription at any time. For cancellation instructions, contact us.

(f) Subscription Renewals. Currently Reading Sparkers Online subscriptions are automatically renewed. At least 15 days prior to the end of your subscription period You must notify IMMe if you wish NOT to renew Your subscription. Your subscription options are located on the About Ordering link on the Reading Sparkers Website. For your convenience, we will bill the subscription fee to the credit card you provided to us during registration (or to a different credit card if you make a change to your account information). Please contact us if you need assistance in updating your subscription options, making a change to your plan.

4. USER CONDUCT AND PROPRIETARY RIGHTS

(a) No Resale or Commercial Use of the Product. Your right to use the Product is personal to You or Your students. You may be either an individual, educational institution, corporation or business entity, but You agree not to resell the use of the Product, any downloadable plug-in or other materials or any information obtained by You without the express written consent of IMMe.

(b) Conduct. You are solely responsible for the content of Your transmissions through the Product. IMMe does, however, reserve the right to take any action with respect to the Product that IMMe deems necessary or appropriate in IMMe's sole discretion if IMMe believes You or Your transmissions or use of the Product may create liability for IMMe. Your use of the Product is subject to all applicable local, state, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination or false advertising). You agree: (1) to comply with all United States laws, rules and other regulations applicable in connection with the Product; (2) not to use the Product for illegal purposes; (3) not to interfere or disrupt networks connected to the Product; (4) not to use the Product to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (5) not to transmit through the Product, through Feedback or otherwise, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You will not attempt to gain unauthorized access to IMMe computer systems or other computer systems and You will not interfere with another user's use and enjoyment of the Product.

(c) Proprietary Rights. In accordance with Your authorized use of the Product, IMMe grants You a limited license to use the software solely in connection with the Product offered by IMMe. You acknowledge that the software in connection with the Product is proprietary to IMMe and may be protected by copyrights, trademarks, product marks, patents or other proprietary rights and laws; therefore, You are only permitted to use this software as expressly authorized by the Product and these Terms.

Further, Reading Sparkers, Reading Sparkers Online and the Reading Sparkers logo, and other names, logos, icons and marks identifying IMMe's products and services are trademarks of IMMe and may not be used without the prior written permission of IMMe. You may not copy, reproduce, distribute, lease, loan, rent, timeshare, deliver or otherwise transfer, directly or indirectly, the Software license granted to You (in whole or in part) or create derivative works of this software without expressly being authorized to do so by IMMe. If You are not the purchaser of the software license from IMMe, you are not authorized to install or otherwise use the software or services. Further, You may not reverse engineer, decompile, alter, modify, disassemble or otherwise attempt to derive source code from the software. All rights not expressly granted in these Terms are reserved to IMMe.

5. PRIVACY. IMMe's use of any personal information You provide to it is set out in IMMe's current readingsparkers.com Privacy Policy.

6. MODIFICATIONS. IMMe may amend these Terms at any time by (i) posting a revised Terms of Service document on <http://www.readingsparkers.com>, and/or (ii) sending information regarding the Terms amendment to the email address You provide to IMMe. You are responsible for regularly reviewing the <http://www.readingsparkers.com> site to obtain timely notice of such amendments. You manifest intent to accept these amended terms if You continue to use Your subscription account after such amended terms have been posted or information regarding such amendment has been sent to You. Otherwise, these Terms may not be amended except in writing signed by both parties. Further, IMMe reserves the right to modify or discontinue the Product with or without notice to You. IMMe shall not be liable to You or any third party should IMMe exercise its right to modify or discontinue the Product.

7. PASSWORD AND SECURITY. As part of the registration process, You will use Your email address as Your user name and You will choose Your passwords for access to this account and to your designated computers. You agree to carefully safeguard all of Your passwords. You are solely responsible if You do not maintain the confidentiality of passwords and account information. Furthermore, You are solely responsible for any and all activities that occur under Your account. You agree to immediately notify IMMe of any unauthorized use of Your account or any other breach of security known to You, including if You believe that its password or account information has been stolen or otherwise compromised.

8. TERMINATION. IMMe may immediately terminate Your subscription and right to use the Product if (a) You breach these Terms; (b) IMMe is unable to verify or authenticate any information You provide to IMMe; (c) such information is inaccurate; or (d) IMMe decides, in its sole discretion, to discontinue offering the Product. IMMe shall not be liable to You or any third party for termination of the Product. You may terminate this agreement with or without cause at any time, effective immediately upon written notice to IMMe. Should You object to any terms and conditions of the Terms or any subsequent modifications thereto or become dissatisfied with the Product in any way, Your sole recourse is to immediately: (a) discontinue use of the Product; (b) terminate your subscription; and (c) notify IMMe of termination. Upon termination of subscription, Your right to use the Product immediately ceases.

9. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS. IMMe EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IMMe MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE, NOR DOES IMMe MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICE OR THAT

DEFECTS IN THE PLUG-IN WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED (INCLUDING PLUG-INS) THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IMM_e OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL IMM_e BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, EVEN IF IMM_e HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. INDEMNITY. You hereby agree, at Your expense, to indemnify, defend and hold IMM_e harmless from and against any loss, cost, damages, liability or expense arising out of or relating to (a) a third-party claim, action or allegation of infringement based on information, data, files or other content submitted by You; (b) any fraud or manipulation, or other breach of these Terms by You; or (c) any third-party claim, action or allegation brought against IMM_e arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any services.

12. GENERAL TERMS. These Terms are governed in all respects by the laws of the State of New Jersey, USA as such laws are applied. Both parties submit to personal jurisdiction in New Jersey and further agree that any cause of action relating to these Terms shall be brought in a court in Camden County, New Jersey. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. IMM_e's failure to act with respect to a breach by You does not waive IMM_e's right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or any rights hereunder, and any attempt to the contrary is void. This Agreement shall inure to the benefit of and be binding upon each party's successors and assigns. IMM_e shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond IMM_e's reasonable control. Unless otherwise provided in this Agreement, any notice required or permitted to be given under this Agreement shall be delivered (i) by hand; (ii) by registered or certified mail, postage prepaid and return receipt requested to the address provided by the other party, or to such other address as a party may designate by written notice in accordance with this Section 12; (iii) by overnight courier or (iv) by electronic mail with

confirming letter mailed under the conditions described in (ii). Notice so given shall be deemed effective when received, or if not received by reason of fault of addressee, when delivered. These Terms constitute the complete and exclusive understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior understandings, proposals, agreements, negotiations and discussions between the parties, whether written or oral.

You understand and agree that You are solely responsible for periodically reviewing the Terms of Service. You must report any violations of these Terms. To do so, send an email to crd@readingsparkers.com for assistance.