

CRITICOLL TERMS AND CONDITIONS

Effective as of (07/13/2020.)

ACCEPTANCE OF THE TERMS AND CONDITIONS

These Terms and Conditions are entered into by and between you and CritiColl LLC. (“Company”, “we”, “our” or “us”). The following terms and conditions, together with any documents We expressly incorporate by reference, govern your access to and use of our website, including any content, functionality, and services offered on our mobile application, whether as a guest or a registered user.

Please read the Terms and Conditions carefully before you start to use or download the App. By using or downloading the App or by clicking to accept or agree to the Terms and Conditions when this option is made available to you, you accept and agree to be bound and abide by these Terms and Conditions, and our Privacy Policy.

If you do not want to agree to these Terms and Conditions and our Privacy Policy, you must not access our Site (i.e., the website and our mobile application).

CHANGES TO THE TERMS AND CONDITIONS

We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site after that. Your continued use of the Site following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page from time to time, so you are aware of any changes, as they are binding on you. We will also make notification of new terms or policy changes to the email you provide on registering.

ACCESSING THE APP AND ACCOUNT SECURITY

We reserve the right to withdraw or amend the App, and any service or material we provide on the App, in our sole discretion. The Company may, from time to time in its sole discretion, develop and provide updates to the App, which may include upgrades, bug fixes, patches, other error corrections, and new features (collectively, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. We will not be liable if for any reason all or any part of the App is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the App, or the entire App, to users, including registered users.

As a student you are responsible for:

- Making all arrangements necessary for you to have access to, download, install, and use the App.
- Ensuring that all persons who access the App through your device are aware of these Terms and Conditions and comply with them.

To access our Site or some of the resources they offer, you may be asked to provide specific registration details or other information. It is a condition of your use of the App and website that all the information you provide is correct, current, and complete. You agree that all information you provide to register or through the use of any interactive features on the App and website is governed by our Privacy Policy, and you consent to all actions we take concerning your information consistent with our Privacy Policy.

Your username and password are your security information; you must treat such information as confidential. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Site through your login details.

You agree to notify us immediately of any unauthorized access to or use of your security information or any other breach of security. You should use particular caution when accessing your account from a public or shared computer or network so that others are

not able to view or record your password or other personal information. We have the right to disable any Account or another identifier, whether chosen by you or provided by us, at any time in our sole discretion, including if, in our opinion, you have violated any provision of these Terms and Conditions.

YOUR INTELLECTUAL PROPERTY

We don't own the content you provide – students and their schools own all Student Data added to CritiColl.

However, to provide our Services, we need certain limited rights to your content. For example, when you upload your content, we need the right to store it and serve it back to you. Therefore, you grant CritiColl the right to use, publish, transmit, display, copy, process, adapt, modify, and distribute your content only how you specify and only within the context of the CritiColl service.

CritiColl reserves the right but has no obligation to delete content posted on our Services if we receive a valid takedown notice or if your content violates any of our Prohibited Activities.

CRITICOLL INTELLECTUAL PROPERTY

CritiColl is protected by copyright, trademark, and other intellectual property laws. CritiColl LLC. And its licensors grant you a limited, non-exclusive, non-transferable license to view, copy, and display CritiColl solely in connection with your permitted use of CritiColl. Any rights not expressly granted here are reserved.

Unauthorized use of CritiColl's logos, trademarks, copyrights, domain names, or other distinctive brand features is prohibited.

RELEASE FROM CONTENT LIABILITY

CritiColl allows you (students) to communicate with each other. You ensure that you are using CritiColl for academic-related reasons and not bullying or harassing the other users. Furthermore, you provide that you are the sole author of the content used while

answering the questions, and you have compiled it, and the material used is free from all sorts of plagiarism. Your content is saved and collected in terms of local and international laws.

You agree to release CritiColl and its officers, employees, and agents from all liability, for any and all costs, damages, and expenses, including attorney fees, arising from an act of the third party. You will seek relief solely from the party who has improperly used the CritiColl platform for malicious actions, or who has modified, reproduced, released, performed, displayed, or disclosed content with plagiarism.

- CritiColl may suspend your access to the mobile classroom, or suspend your access to the application in case of violation of this clause.

PROHIBITED USES

You may use our Site (the website and our mobile application). Only for lawful purposes and by these Terms and Conditions. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries) Including, but not limited to FERPA and GDPR compliance.
- To exploit, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive upload, download, use, or re-use any material which does not comply with the Content Standards set out in these Terms and Conditions.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, the Company employee, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the preceding).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Company or users of our Site or expose them to liability.
- To use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of it.
- To use any robot, spider, or another automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the App.
- To introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- To attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

STUDENT ACCOUNTABILITY

- Students will take sole responsibility for the management and practical class usage of CritiColl Attendance application on their devices.
- The student is responsible for coming to class and taking attendance accordingly.
- It is the sole responsibility of the student to notify CritiColl and/or the professor in charge of the class in case of any malfunction or error in the usage of the App. If the student encounters a system issue that occurred by CritiColl, they must click "report a button" within the App during the time of attendance or communicate with their professor before the student leaves the class.
- CritiColl will not be responsible for the student's failure to report any errors or issues in the usage of the App and will not be liable for the failure of any student to be accredited the attendance grade.
- We will not be responsible for students who do not correctly disclaim any errors that occurred in in-app usage or did not accurately communicate with CritiColl or their professor.

- If the student does not wish to use the CritiColl attendance application, they must inform the professor so they can find an alternative for attendance taking.
- We will not take responsibility if the student does not receive attendance points because they did not follow these instructions accordingly.
- It is our responsibility to award a student due to attendance points for any error that occur in the usage of our application, which the student reported as instructed above.

ACCOUNT SUSPENSION AND TERMINATION

CritiColl reserves the right to suspend or terminate accounts associated with users who engage in any of the prohibited activities described above or in any manner that otherwise violates our Terms or other policies. In addition, CritiColl reserves the right to terminate any account at any time for any reason without notice to you.

ACCOUNT TRANSFER

To protect student data, in certain limited circumstances (such as when a Professor leaves a school), we may transfer a class to a different Professor if we receive a duly authorized request from the relevant school.

ABANDONED ACCOUNTS

CritiColl reserves the right to terminate accounts that have not been accessed for a period of more than one year. Prior to terminating an abandoned account, CritiColl will notify the school/Student/Professor associated with the account by email and provide an opportunity to download an archive copy of the class attendance.

ILLEGAL, FRAUDULENT OR ILLEGITIMATE BEHAVIOR

Illegal, Fraudulent, or illicit behavior undermines the trust on which the CritiColl Site is based, and CritiColl LLC will seek to enforce its rights to the full extent of the law or in equity. In addition to any other rights and remedies available to CritiColl LLC by law or equity, the Company may suspend or deactivate any account(s) associated with this

type of illegal or illegitimate activity, including without limitation fraud, abusing the privilege, for purposes of circumventing or attempting to circumvent the Company's tools or platform;

DISCLAIMER AND WARRANTIES

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOUR USE OF THE SITE, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH IT IS AT YOUR OWN RISK. THE SITE AND THEIR CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CritiColl LLC NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE.

CritiColl LLC. DO NOT WARRANT THAT THE APP; THEIR CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE, THE APP OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE APP WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AT THIS MOMENT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT OR DEVICE, LOSS OF USE, OR LOSS OF DATA. NOTHING IN THIS SECTION IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

LIMITATION ON LIABILITY

To the maximum extent permitted by law, CritiColl will not be liable to you for any special, indirect, incidental, punitive, reliance, consequential, or exemplary damages, even if CritiColl has been advised of the possibility of damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, goodwill or other intangible losses relating to or resulting from: (a) your access to, use of, or inability to use CritiColl; (b) any conduct or content of any user or a third party on our services; (c) unauthorized access, use, or alterations of your transmissions or content; (d) any information posted on CritiColl; or (e) CritiColl's decision to publish or remove any information on our service.

In no event shall CritiColl's total liability to you for all damages, losses, or causes of action arising out of or relating to our Terms exceed: (1) the amounts you paid to access CritiColl during the twelve (12) months immediately preceding the date of your claim, or (2) one thousand U.S. dollars, whichever is greater.

The limitations of liability outlined in this section will survive any termination or expiration of our Terms and will apply even if any limited remedy specified in our Terms is found to have failed of its essential purpose.

INDEMNIFICATION

You agree to indemnify and hold harmless CritiColl from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, arising out of or related to (a) your use or misuse of CritiColl; (b) any violation of the rights of any other person or entity by you, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; or (c) your breach of any part of our Terms. CritiColl will give you written notice of any such matter; however, any failure or delay by CritiColl to do so does not negate your defense or indemnification obligations or waive CritiColl's rights to seek payment or defense or indemnification from you. CritiColl reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us,

and you agree to cooperate with CritiColl in our defense of these claims. You will not settle any claim that affects CritiColl or our affiliates without our prior written approval.

LAW GOVERNING LEGAL DISPUTES

The laws of the State of Texas govern this agreement, as well as any dispute, claim, or controversy that may arise between you and CritiColl, without to conflicts of law provisions.

INFORMAL DISPUTE RESOLUTION

We want to address your concerns without needing a formal legal case. Before filing a claim against CritiColl, you agree to try to resolve the Dispute informally by contacting support@criticoll.com. We'll try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or CritiColl may bring a formal proceeding.

WE BOTH AGREE TO ARBITRATE

You and CritiColl agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

OPT-OUT OF AGREEMENT TO ARBITRATE

You can decline this agreement to arbitrate by contacting support@criticoll.com within 30 days of first accepting these Terms of Service and stating that you (include your first and last name) decline this arbitration agreement.

The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes.

NO CLASS ACTIONS

You may only resolve Disputes with CritiColl on an individual basis. You may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed under our agreement.

COMPLAIN AND FEEDBACK

We welcome your complaints, feedback, and suggestions about CritiColl. Please email us at support@criticoll.com at any time.

SEVERABILITY

In the case that any provision of these Terms of Service is discovered to be unlawful, null or unenforceable, such provision shall notwithstanding be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be viewed to be cut off from these Terms of Service, such determination shall not affect the credibility and enforceability of any other remaining provisions.