Class Technologies, Inc. (“Class™”)

TERMS OF SERVICE

Updated as of March 2023

IMPORTANT–PLEASE READ CAREFULLY. These Terms are an agreement between you and Class Technologies, Inc., a Delaware corporation. References to "**us**", "**we**", "**our**", and "**Class**" shall mean Class Technologies, Inc.

These Terms govern your access to and use of Class software and/or services (individually or collectively, the "**Platform**") and any information, content, text, graphics, photos or other materials uploaded, downloaded, purchased, or appearing on or through the Platform (collectively referred to as "**Content**"). These Terms apply to all visitors, users, and others who access and use the Platform ("**Users**").

By accessing or using the Platform you agree to be bound by these Terms.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT, TO THE EXTENT APPLICABLE TO YOU, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

Notwithstanding the foregoing, nothing in these Terms supersedes or limits your rights under (1) the terms and conditions of any written agreement you have entered into with Class regarding the use of Platform, or (2) applicable laws or regulations to the extent these Terms are prohibited by such laws or regulations. In the event of any conflict between these Terms and the terms and conditions of an applicable written agreement you have entered into with Class, the terms and conditions of the written agreement shall control.

1. Basic terms & accounts

You are responsible for your use of the Platform. You may use the Platform only if you can form a binding contract with Class. Your account with Class (and use of the Platform) gives you access to the services and functionality that we provide in our sole discretion. If you are accepting these Terms and using the Platform on behalf of a company, organization, government, or other legal entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity’s behalf. You may use the Platform only in compliance with these Terms, any agreement entered into by your institution relating to the Platform, and all applicable local, state, national, and international laws, rules and regulations.

In cases where you have authorized or registered another individual, including a minor, to use your account(s), you are fully responsible for (i) the online conduct of such User; (ii) controlling the User’s access to and use of the Platform; and (iii) the consequences of any misuse. Class requires that the parents, guardian, or other authorized adult or educational institution of a minor affirmatively consent to the use of a Class Platform by such minor. Class reserves the right to provide access to the minor’s account to the minor’s parents, guardian or other authorized adult or educational institution, upon such adult’s request. For additional information on how we use your information, please see our Privacy Policy.

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Class shall have no liability for your interactions with other Users, nor for any User's acts or omissions.

2. Privacy & use of personal information

Any information that you provide to Class, including first name, last name, email address, and any other information including personal information you have provided, may provide, or may be collected by us in connection with your use of the Platform ("Your Information"), will be collected, maintained and used in order to provide the Platform to you or your institution, or in accordance with these Terms, our privacy policy, any additional terms applicable to an individual Platform, and any agreement entered into by your institution relating to the Platform. You understand that, through your use of the Platform, you consent to the collection and use (as set forth in these Terms, the Privacy Policy and any agreement entered into by your institution relating to the Platform) of Your Information for storage, hosting, processing, and use by Class.

For the avoidance of doubt, personal information that includes Student Data (defined below) provided to Class through the use of these Platform is governed by the terms of the agreement between Class and the educational institution relevant to your use of the Platform. As between Class and you, you and/or the educational institution own all right, title and interest to all Student Data you provide or otherwise make available to us, and we do not own, control, or license such Student Data, except so as to provide the Platform to you and to the educational institution that provides the Platform and controls Student Data from the educational records, if applicable, and as described herein. "**Student Data**" is any information (in any format) that is directly related to an identifiable current or former student that is maintained by a school, school district, or related entity or organization, or by us, as part of the provision of the Platform. Student Data may include "educational records" as defined by the Family Educational Rights and Privacy Act ("**FERPA**"), 20 U.S.C. § 1232(g). Class agrees to treat Student Data as confidential and not to share it with third parties other than as described in Class's agreement with the educational institution.

If you have any questions regarding the privacy and use of Your Information, please contact us at privacy@Class.com, or your educational institution.

3. Content & your rights

You are responsible for Content that you post to the Platform, and any consequences thereof. The Content you submit, post, or display may be viewed by other Users of the Platform. You may be able to control the Content that other Users of certain Platform may access through the privacy options in certain Platform.

You retain your rights to any Content you submit, post, or display on or through the Platform. By submitting, posting or displaying Content on or through the Platform, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, host, store, copy, reproduce, process, adapt, modify, publish, transmit, create derivative works from, communicate, display, and/or distribute such Content in any and all media or distribution methods (now known or later developed) as part of providing any of the Platform. You agree that this license includes the right for Class to provide, promote, and improve the Platform and to make Content submitted to or through the Platform available to other institutions or individuals as part of providing the Platform (including after termination of your use of the Platform) and in accordance with your privacy settings. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Platform, and we do not take responsibility for such Content. Any use or reliance on any Content or materials posted via the Platform or obtained by you through the Platform is at your own risk.

Further, in connection with Content you submit, post, or display on or through the Platform, you represent and warrant the following: (a) you have the written consent of each and every natural person who is identifiable in the Content, if any, to use such person's name or likeness in the manner contemplated by any Platform and these Terms, and each such person has released you from any liability that may arise in relation to such use; (b) you have obtained and are solely responsible for obtaining all consents as may be required by law to post any Content relating to third parties; (c) your Content and Class's use thereof as contemplated by these Terms and any Platform will not violate any law or infringe any rights of any third party, including but not limited to any intellectual property rights and privacy rights; and (d) Class may exercise the rights to your Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement, licensing arrangement or otherwise.

Class respects the intellectual property rights of others and expects Users of the Platform to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity 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; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) 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 copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. Our designated copyright agent for notice of alleged copyright infringement appearing on the Platform is:

Class Technologies, Inc.
Attn: Legal
1717 N Street, NW, Suite 1
Washington, D.C. 20036
Email:legal@class.com

4. Your license to use the Platform

A. License
Class gives you a personal, worldwide, royalty-free, non-assignable, and non-exclusive license to use the Platform, subject to these Terms and any agreement entered into by your institution relating to the Platform, solely for the intended use of the Platform. You may not copy, modify, distribute, sell, or lease any part of our Platform, nor may you reverse engineer or attempt to extract the source code of any Platform.

B. Acceptable use
When using the Platform you must not: (i) circumvent, disable or otherwise interfere with any security related features of the Platform or features that prevent or restrict use or copying of the content accessible via the Platform; (ii) create more than one account for use with a particular Platform; (iii) give any false or misleading information or permit another person to use a Platform under your name or on your behalf; (iv) impersonate any person, or misrepresent your identity or affiliation with any person or give the impression they are linked to Class, if this is not the case; (v) use a Platform if we have suspended or banned you from using it; (vi) send junk, spam, repetitive messages, unsolicited advertising or marketing email, call, or text messages, or engage in any activities that violate anti-spamming laws and regulations or other federal, state or local laws relating to emails, calls, or text messages; (vii) advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property; (viii) modify, interfere,

intercept, disrupt or hack any Platform or collect any data from a Platform other than in accordance with these Terms of Use; (ix) misuse the Platform by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the Platform or any User of the Platform's equipment; (x) submit or contribute any Content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive (in each case unless such Content is submitted or contributed for a predominantly educational purpose, such as, for example, historical materials contributed via a Platform for class discussion); (xi) submit or contribute any Content without the permission of the content owner or otherwise infringe the copyright, trademark, privacy, publicity, or other rights of third parties; (xii) use any Content in violation of any licensing terms specified by the owner; (xiii) submit or contribute any information or commentary about another person without that person's permission; (xiv) threaten, abuse or invade another's privacy, or cause inconvenience or needless anxiety or take any action that is likely to harass, upset, embarrass, alarm or annoy any other person; or (xv) use any automated system, including without limitation "robots", "spiders" or "offline readers" to access a Platform in a manner that sends more request messages to the Platform than a human can reasonably produce in the same period of time.

Failure to comply with these rules of acceptable use constitutes a serious breach of these Terms of Use, and may result in our taking all or any of the following actions (with or without notice): (a) immediate, temporary or permanent withdrawal of your right to use our Platform; (b) immediate, temporary or permanent removal of any Content; (c) issuing of a warning to you; (d) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and (e) disclosure of such information to law enforcement authorities as we reasonably feel is necessary. The responses described in this Section are not limited, and we may take any other action we reasonably deem appropriate.

C. Changes to the Platform

We may, without prior notice, change any Platform; stop providing any Platform or features of any Platform, to you or to Users generally; or create usage limits for any Platform. We may permanently or temporarily terminate or suspend your access to any Platform without notice or liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason.

5. Mobile software

A. Mobile software

We may make available software to access the Platform via a mobile device (“**Mobile Software**”). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. Class does not warrant that the Mobile Software will be compatible with your mobile device. You may use mobile data in connection with the Mobile Software and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Class hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that Class may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Class or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations

hereunder, except as expressly provided for in these Terms, is void. Class reserves all rights not expressly granted under these Terms. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the Platform.

B. Mobile software from Apple's App Store

The following applies to any Mobile Software you acquire from the App Store ("**App Store-Sourced Software**"): You acknowledge and agree that these Terms are solely between you and Class, not Apple, Inc. ("**Apple**") and that Apple has no responsibility for the App Store-Sourced Software or content thereof. Your use of the App Store-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store-Sourced Software. In the event of any failure of the App Store-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to Class as provider of the software. You acknowledge that Apple is not responsible for addressing any of your claims or those of any third party relating to the App Store-Sourced Software or your possession and/or use of the App Store-Sourced Software, including, but not limited to: (i) Platform liability claims; (ii) any claim that the App Store-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to Class as provider of the software. You acknowledge that, in the event of any third-party claim that the App Store-Sourced Software or your possession and use of that App Store-Sourced Software infringes that third party's intellectual property rights, Class, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and Class acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the App Store-Sourced Software, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the App Store-Sourced Software against you as a third-party beneficiary thereof.

C. Mobile software from Google Play Store

The following applies to any Mobile Software you acquire from the Google Play Store ("**Google-Sourced Software**"): (i) you acknowledge that the Terms are between you and Class only, and not with Google, Inc. ("**Google**"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Class, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Terms as relates to Class's Google-Sourced Software.

D. Mobile software from Microsoft Store

The following applies to any Mobile Software you acquire from the Microsoft Store ("**MS-Sourced Software**"): (i) you acknowledge that these Terms is between you and Class only, and not with Microsoft Corporation ("**Microsoft**"); (ii) your use of MS-Sourced Software must comply with Microsoft's then-current Microsoft Store Terms of Service; (iii) Microsoft is only a provider of the Microsoft Store where you obtained the MS-Sourced Software; (iv) Class, and not Microsoft, is solely responsible for its MS-Sourced Software; (v) Microsoft has no obligation or liability to you with respect to MS-Sourced Software or these Terms; and (vi) you acknowledge and agree that Microsoft is a third-party beneficiary to these Terms as it relates to Class's MS-Sourced Software.

6. Class rights

The Platform is evolving and the form, nature, and/or functionality of the Platform may change from time to time without prior notice to you. In addition, Class may stop (permanently or temporarily) providing the Platform (or any features within the Platform) to you or to Users generally and may not be able to provide you with prior notice.

All right, title, and interest in and to the Platform (excluding Content provided by Users or other third parties) are and will remain the exclusive property of Class and its licensors. The Platform is protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Class name or any of the Class trademarks, logos, domain names, and other distinctive brand features.

7. Registration obligations & passwords

You may never use another User's account without permission from Class. In consideration of your use of the Platform, you agree (a) that Your Information will be true, accurate, current and complete, and (b) to maintain and promptly update Your Information to keep it true, accurate, current and complete. You are responsible for safeguarding any password that you use to access the Platform and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols, and have at least eight (8) characters) with your account. You agree to (a) notify Class of any unauthorized use of your password or User identification and any other breach of security, and (b) ensure that you exit from your account at the end of each session.

8. Export controls

As required by the laws of the United States and other countries: (a) you understand that the Platform are subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) you are not located in a prohibited destination country under the EAR or U.S. sanctions regulations; and (c) you will not export, re-export, or transfer the Platform to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s).

9. Termination

We may suspend or terminate your accounts or cease providing you with all or part of the Platform at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Platform is no longer commercially viable. In such a termination event, the license granted hereunder shall automatically terminate. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Platform, except that the following Sections shall continue to apply: 2, 3, 5, 6, 9, 10, and 11.

Further, if you stop using the Platform for more than 100 days, your accounts may be deleted and Class assumes no responsibility for any Content deleted following inactivity. If you wish to delete your Class Platform account, you may contact us via legal@Class.com. We will delete your specified accounts within a reasonable time, unless prohibited by law.

Nothing in this Section shall affect Class's rights to change, limit, or stop the provision of the Platform without prior notice, as provided elsewhere in these Terms.

10. Disclaimers & limitations of liability

Please read this Section carefully since it limits the liability of Class and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and/or licensors (collectively, the "**Class Entities**"). Each of the Subsections below only applies up to the maximum extent permitted under applicable law. Nothing in this Section is intended to limit any rights you may have which may not be lawfully limited.

A. The Platform is available "AS-IS"

Your access to and use of the Platform or any Content are at your own risk. You understand and agree that the Platform are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE CLASS ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. No advice or information, whether oral or written, obtained from any of the Class Entities or through the Platform will create any warranty not expressly made herein.

B. HIPAA disclaimer

Class does not warrant or provide any assurances that your use of the Platform will comply with the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"). You agree that you will not provide Class with any protected health information (as that term is defined under HIPAA) and that Class is therefore not deemed to be a business associate of you and/or your institution for purposes of compliance with HIPAA.

C. Third-Party links and resources

The Platform may contain links to third-party websites or resources. You acknowledge and agree that the Class Entities are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, Platform, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the Class Entities of such websites or resources or the content, Platform, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. If you access a third-party website or service from a Platform or share your Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and the Privacy Policy do not apply to your use of such sites.

D. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLASS ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM; (ii) ANY CONDUCT OR CONTENT OF ANY USER OR OTHER THIRD PARTY ON, THROUGH, OR ASSOCIATED WITH THE PLATFORM, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE PLATFORM; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE CLASS ENTITIES EXCEED THE GREATER OF ONE THOUSAND U.S. DOLLARS (U.S. $1000.00) OR THE AMOUNT YOU PAID CLASS, IF ANY, IN THE PAST SIX MONTHS FOR THE PLATFORM GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE CLASS ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

FEDERAL LAW, SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. FURTHER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION

OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

E. Indemnity

You agree to defend, indemnify and hold harmless Class and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to a Platform, including any data or content transmitted or received by you; (ii) your violation of any provision of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any Content that is submitted via your User Account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of a Platform with your unique username, password or other appropriate security code.

11. General terms

A. Waiver & severability

The failure of Class to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect; except that in the event of unenforceability of the universal class action/jury trial waiver set forth in Section 11(B)(iii) below, the entire arbitration agreement shall be unenforceable.

B. Governing law; dispute resolution

(i) Governing Law: These Terms and any action related thereto will be governed by the laws of the State of Delaware without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings, or litigation arising in connection with the Platform will be brought solely in the federal or state courts located in Washington, D.C., United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

(ii) Arbitration: READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM CLASS. For any dispute with Class, you agree to first contact us at legal@Class.com and attempt to resolve the dispute with us informally. In the unlikely event that Class has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof, by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Washington, D.C., United States, unless you and Class agree otherwise. If you are using the Platform for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Platform for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Class from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

(iii) Class Action/Jury Trial Waiver: WITH RESPECT TO ALL PERSON AND ENTITIES, REGARDLESS WHETHER THEY HAVE OBTAINED OR USED THE PLATFORM FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE (1) PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CLASS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND RELATING TO THE PLATFORM OR THESE TERMS.
(iv) Limited Applicability of Arbitration and Class Action/Jury Trial Waiver: Certain laws, rules, and regulations that may apply to you may not allow you to pre-agree to binding arbitration or waive your rights to join in a representative proceeding or waive your rights to a jury trial. If such laws apply to you, the arbitration requirements set forth in subsection (ii) and/or the class action/jury trial waiver set forth in subsection (iii) do not apply to you.

C. U.S. Government users & U.S. Government restricted rights
Certain of the components that comprise the Platform are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein.

The Platform, any Mobile Software and all upgrades to the foregoing (if any) are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

Contractor/manufacturer is Class Technologies, Inc., 1717 N Street, N.W., Suite 1, Washington, D.C. 20036. All rights not specifically granted in these Terms are reserved by Class.

D. Entire agreement
These Terms and our Privacy Policy are the entire and exclusive agreement between Class and you regarding the Platform, and these Terms supersede and replace any prior agreements between Class and you regarding the Platform.

Notwithstanding the foregoing, nothing in these Terms supersedes or limits your rights under (1) the terms and conditions of any written agreement you have entered into with Class regarding the use of Platform, or (2) applicable laws or regulations to the extent these Terms are prohibited by such laws or regulations. In the event of any conflict between these Terms and the terms and conditions of an applicable written agreement you have entered into with Class, the terms and conditions of the written agreement shall control.

We may revise these Terms from time-to-time, however the most current version will always be linked to at https://www.Class.com/. By continuing to access or use the Platform after those revisions become effective, you agree to be bound by the revised Terms.

The Platform is operated and provided by Class:

Class Technologies, Inc.
1717 N Street, NW Suite 1
Washington, D.C. 20036 USA

If you have any questions about these Terms of Service, please email legal@class.com.