

CLASS EXPERTS GROUP, LLC TERMS OF USE AGREEMENT

1. Scope of Agreement

This Terms of Use Agreement (the “Agreement”) governs the use of the website located at classexpertsgroup.com (the “Website”). Your access to the Website binds you to comply with the terms and conditions of this Agreement. If you choose not to accept the terms and conditions, do not access or use this Website in any manner.

The information on this Website is solely for the purpose of providing information about the services and the scope of work and to assist the users in exercising their own best judgement at their own risk. CEG does not make any representation or guarantee that the information and/or content on the Website is accurate. Users who submit information must verify that that the content submitted is accurate, but CEG does not verify the accuracy of information submitted by users.

2. Information and passwords

You may be required to register and create a personal login account on the Website. The confidentiality of login information (username and password) is the users’ sole responsibility. Users are solely responsible for all the activities that occur under their account and CEG is not responsible for any liability as a result of for any users account activity.

3. User Submissions

Users need to affirm that any content they provide is accurate and CEG does not in any circumstance verify the accuracy of the information provided by and submitted by users. User content is defined as and not limited to any information in the form of text, messages, audio, location data, compilations, or other information, publically submitted and displayed by users.

Submission of user content on the CEG Website, represents and warrants that:

- The user is the owner and sole author of the user content submitted;
- User is solely responsible for any comments, contributions or postings submitted;
- User content posted is accurate;
- User is 21 years or older;
- Use of the user content does not cause injury to any person or entity and does not violate this Agreement;
- No compensation in any form and from any party has been offered or accepted in connection to the user content submitted; and
- That CEG, its officers, directors, employees and agents are indemnified from any damages or losses and/or injuries as a result of the display of user content.

User further warrants and agrees that user content that is submitted will not:

- Be unlawful, harmful, threatening, hateful or racially, ethnically or otherwise objectionable, abusive, harassing, tortious, defamatory, obscene, libelous, or invasive of other's privacy;
- Contain any software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications;
- Infringe any patent, trademarks, trade secret, copyright or any proprietary rights of any party;
- Contain any false or misleading information;
- Be used for users sales and marketing purposes;
- Impersonate any person or entity or falsely state or misrepresent any affiliation to a person or entity;
- Invade any person privacy, including but not limited to posting another person's details without proper prior permission;
- Manipulate identifiers disguising the origin of the user content submitted;
- Intentionally affect other users' abilities to engage in real time exchanges; and
- Intentionally or unintentionally violate any applicable local, state, national or international law, governances and by-laws.

4. Intellectual Property

All rights, title and interest, including intellectual property rights, in and to all the content and information (including any texts, graphics, images, logos, icons, buttons and audio clips), registered trademarks (including and not limited to service marks, logos, brand names, trade and trade dress) is retained by solely Class Experts Group, LLC ("CEG").

You will not and may not use, display or have any right, title or interest to any CEG Content or Trademarks on the Website, except as specifically permitted by CEG through written consent. You may not do anything to CEG content or allow anyone else to use or do anything with CEG content or Trademarks without CEG's prior written consent. Specific written consent is required from CEG to use CEG's Trademarks with any product or service that doesn't belong to CEG or in any manner that could or would cause confusion and/or discredit or disparage CEG.

You may not use, access, download or copy, alter, erase or in any way obscure any of the CEG content or trademarks on the Website for your personal non-commercial use. Through the use of the Website you agree that the contents of the CEG Website are for informational purposes and to assist you in exercising your judgment. The content on the Website is not a substitute for legal advice or your best judgment. No warranty or guarantee is made as to the accuracy of the content on the website. CEG does not give legal advice and reliance on the content of the Website is solely at your own risk. Any other rights not expressly granted in this Agreement are solely reserved to CEG.

5. Compliance

You expressly agree that the CEG Website will only be used for lawful purposes as governed by any applicable international, national / federal, state, provincial or local laws, statutes and regulations. The Website will be used for lawful purposes and may not be used in any manner that could result in criminal or civil liability. If the Website are accessed outside the United States, that action shall be in compliance with that country's laws of jurisdiction.

6. Indemnification

You agree to hold harmless and indemnify CEG and its respective officers, directors, employees, agents, independent contractors and/or licensors (the "CEG Parties") from and against all claims, losses, expenses, liability demands including any attorneys' fees or costs, incurred by CEG Parties as a result of any Third Part Claim (including but not limited to intellectual property claims) arising from:

- i) Your use of the Website and /or any material you accessed on the Website or in any other manner; or
- ii) Your violation of this Agreement and/or any applicable law.

7. Limitation of Liability

CEG shall under no circumstances be liable to you or any other party, in any direct, indirect, special, consequential or exemplary damages. CEG shall not be liable for any damages, including but not limited to, damages for lost profit, business interruption, goodwill or any other intangible losses of any kind arising from or related to:

- i) Your use or inability to use the Website or any information on the Website;
- ii) Any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure; and
- iii) Any other matter relating to the Website, even if advised of the possibility of such damages.

8. Relationship

Your use of the Website does not create, and nothing contained in this Agreement will be deemed to establish, an employment, agency, franchise, joint venture or partnership relationship between you and CEG. Use of the Website does not provide you with the authority to enter into any agreements for or on behalf of CEG. Moreover, use of the Website does not grant you the authority, either express or implied, to incur obligations or liability on behalf of CEG. By using the Website, you agree that no attempts to subject CEG to any such obligations or liability will be made.

9. Waiver

CEG's failure to enforce any of its rights under this Agreement shall not be construed as a waiver of those or any rights in any way whatsoever.

10. Other Agreements

This Agreement shall be subject to any other agreements you have entered into with CEG. If any such agreements conflict with the terms of this Agreement, the other agreements shall control.

11. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

12. Modification

CEG reserves the right to, with or without notice to you, modify this Agreement at any time. Thus, you should check the Agreement periodically for changes. You agree that CEG will not be liable to you or any third party for any modifications to the Agreement.