

TERMS OF SERVICE

Please read these Terms of Service (“Terms”) carefully before you (“you”, “your”) accept them or access, use or register for the Scrible, Inc. (“Scrible”, “we”, “us”, “our”) services; software applications, including server, client, Web and mobile applications (“Software”); or websites, including www.scrible.com (“Website”) and affiliated and linked websites (collectively, “Services”). These Terms govern your access to and use of the Services and form a binding contract between you and us. By accessing or using our Services, you acknowledge and accept these Terms, agree to be bound by them, enter into a binding agreement between you and us and represent that you have the legal authority to do so. If you do not acknowledge and accept these Terms, please do not access or use our Services.

If you access, use or obtain our Services for or on behalf of a group of individuals (“Group”), you agree to these Terms for that Group and represent that you have the legal authority to bind that Group to these Terms and have its permission to do so. If you do not, please do not access, use or obtain our Services for the Group. If the Group is an organization such as, but not limited to, a business, nonprofit, school, school district, college, university or local, state or federal government agency (“Organization”), use of our Services by the Organization and its members may be governed by these Terms in conjunction with a separate agreement between us and the Organization (“Other Agreement”). In the event of a conflict between these Terms such Other Agreement, the terms of the Other Agreement shall prevail.

1. SERVICES

1.1 Beta. Our Services may include features and capabilities still under development and evaluation. They may be described or marked as “beta”, “preview”, “early access” or “evaluation” and may not be fully functional, reliable or stable.

1.2 Limits. You acknowledge and agree that we may set, change and enforce at any time fixed limits on the nature, amount or frequency of access to or use of our Services such as the amount of storage space you may use, the number of times you attempt to access our Services or the number of instances of the Software you may use concurrently.

1.3 Changes. You acknowledge and agree that the form, nature or scope of our Services may change at any time without notice. However, we will make a reasonable effort to notify you of changes we deem significant by email or a message in an interface of our Services.

1.4 Stop. You acknowledge and agree that, at any time and in our sole discretion, we may temporarily or permanently stop providing our Services or portions thereof generally or specifically to you without prior notice. For example, if your credit card payment for your Paid Plan fails, we may stop providing our Services until payment is successfully made. You acknowledge and agree that if we stop providing our Services or portions thereof, you may be unable to access them. However, we will make a reasonable effort to notify you of such a stop by email or a message in an interface of our Services. You may stop using our Services at any time.

2. ACCOUNT

2.1 Registration. Your accessing or using our Services may involve creating or maintaining a registered user account and associated user accounts managed by your user account, each designated by a unique username and accessed with a confidential password or third-party authentication credentials (each an "Account").

2.2 Security. You agree not use anyone else's Account or allow them to use your Account. You are responsible for maintaining the confidentiality of your Account and associated Accounts managed by your Account, particularly its password. You agree to notify us immediately if you suspect any unauthorized access to, or use of, your Account or accounts managed by your Account.

2.3 Account Information. You may be asked or required to provide information related to you and your Account ("Account Information"). You represent and warrant that all such Account Information is truthful and accurate and you will maintain the accuracy such information at all times.

2.4 Accountability. You are responsible for all activities that occur through your Account.

2.5 Termination. We may disable, suspend, restrict or terminate your Account or access to our Services without prior notice if we believe you are in breach of these Terms or your Account remains unused for 12 months. Terminating your Account will make your Account Information and Your Content inaccessible in our Services. However, we will make a reasonable effort to notify you via email or a message in an interface of our Services before terminating your Account.

3. SOFTWARE

3.1 License. Some of our Services involve use of our software ("Software"), which is owned or licensed by us and licensed, not given or sold, to you. Subject to these Terms and payment of required fees, if applicable, we grant you a limited, non-exclusive, non-transferable, revocable license to use the Software in executable object code format only and solely to access and use our Services. We do not grant you any express or implied right, title or interest in our Software.

3.2 Transfer. Unless specifically permitted in a separate agreement with us, you acknowledge and agree that you, directly or indirectly, may not and may not permit anyone else to transfer, license, sublicense, distribute, sell, resell, rent, lease, or loan our Software to any other party.

3.3 Updates. You acknowledge and agree that we are under no obligation to provide updates, support, or maintenance for our Software. However, you acknowledge and agree that we may, in our sole discretion, update, replace or modify our Software automatically, at any time and without notice. Any such update, replacement or modification ("Update") shall be considered part of our Software and subject to these Terms unless they are superseded by another agreement accompanying the Update. You agree to accept each Update and any accompanying superseding agreement. Your continued use of our Software after an Update is acceptance of any accompanying superseding agreement and your continued use of our Software is conditioned on such acceptance. In the case of an Update, you agree to stop using prior versions of the Software. You acknowledge and agree that you may be unable to use the Services without the latest version of our Software and that it is your sole responsibility to ensure you are using the latest version of our Software.

3.4 Copy. You acknowledge and agree that you, directly or indirectly, may not and may not permit anyone else to copy, reproduce, duplicate, modify, change, disassemble, decompile or reverse engineer our Software or any portion thereof; or use or access our Services for the purpose of building a product or Software service that competes with or is comparable to our Software.

3.5 Derivative Works. You acknowledge and agree that you, directly or indirectly, may not and may not permit anyone else to create derivative works of our Software or remove proprietary legends in it.

4. PLAN

4.1 Plan. Your access to and use of our Services using an Account will be determined by a particular plan consisting of specific features, capabilities, restrictions, limits, term and price (“Plan”). We may offer multiple Plans. A Plan may have eligibility requirements such as being enrolled in a school or employed by a small business. Plan specifications are available on our Website. Your Account will be governed by or “on” a particular Plan (“Your Plan”). Your Account can be on only one Plan at a time.

4.2 Plan Owner. You are designated the owner of a Plan for one or more Accounts if you have an Account and select the Plan, acknowledge and agree to its restrictions, limits, term and price and pay any required fees (“Plan Owner”).

4.3 Group Plan. A Plan may be designed and offered by us for use by a Group (“Group Plan”).

4.4 Group Plan Owner. If you are the Plan Owner of a Group Plan (“Group Plan Owner”), you acknowledge and agree to its restrictions, limits, term and price; pay its required fees on behalf of the Group and represent and warrant that you have the permission of the Group and its constituent members (each a “Group Member”) to do so. As Group Plan Owner, you may manage the Group Plan, including creating, deleting, disabling or suspending Group Member Accounts and enabling, disabling or restricting their features, capabilities and access to our Services.

4.5 Group Information. If you are a Group Plan Owner, you may be asked or required to provide information about the Group (“Group Information”) such as the name, location and billing information for the Group and name, username and email address for each Group Member. You represent and warrant that you have the permission of the Group and Group Members to provide Group Information and that all Group Information is truthful and accurate and you will maintain its accuracy at all times.

4.6 Group Member. If Your Plan is a Group Plan, you are a Group Member and you acknowledge and agree that the Group Plan Owner may manage your Account and that your access to and use of your Account may be affected by the action or inaction of the Group Plan Owner. For example, if the Group Plan Owner fails to pay fees required for the Group Plan, your Account may be disabled, suspended, downgraded or terminated. If allowed by the Group Plan, you may associate a secondary email address, such as a personal email address, with Your Account in order to continue accessing and using Your Account and Your Content if and when Your Account is no longer on the Group Plan.

4.7 Term. Our Services accessed or used via a Plan are available on a subscription basis. A Plan may be available as a continuous, monthly, semiannual or annual subscription (“Subscription Term”) consisting of unlimited, 1, 6 or 12 months (each a “Subscription Month”), respectively.

4.8 Renewal. Your Subscription Term starts on the date your Account is first put on Your Plan or on its renewal date. Your Plan will automatically renew for a new Subscription Term at the end of your first Subscription Term and each subsequently renewed Subscription Term unless Your Plan is canceled prior to its renewal date or due to nonpayment of any fees required for renewal.

4.9 Fees. A Plan may be free (“Free Plan”) or paid (“Paid Plan”). Free Plans are offered as continuous subscriptions. Paid Plans are offered as monthly, semiannual or annual subscriptions. Paid Plans may be paid by recurring credit card or one-time credit card or check payments. We may charge more for Paid Plans paid by one-time credit card or check payments. Payment for a Paid Plan is due at the start of its Subscription Term. The Plan Owner for a Paid Plan is solely responsible for timely payment of all fees required for the Paid Plan, including all applicable state, federal local and other taxes.

4.10 Payment. If you are the Plan Owner of a Paid Plan paid by recurring credit card, you authorize us to charge the credit card you provide for your initial and each subsequently renewed Subscription Term unless the Paid Plan is canceled prior to its renewal date. Payment for Paid Plans paid by one-time credit card or check is due upon receipt of the corresponding invoice.

4.11 Billing Information. If you are the Plan Owner of a Paid Plan, you agree to keep your Account Information and Group Information, if applicable, updated at all times with your valid, current and accurate billing information, including an email address where billing related emails may be received (“Billing Email”) and credit card information if the Paid Plan is paid by recurring credit card.

4.12 Penalties. We may charge late fees or disable, suspend, downgrade or restrict access to your Account, Your Plan or our Services for unpaid or late payments due to us on your behalf. Late payment will not reset or change the Subscription Term start date.

4.13 Plan Changes. We may temporarily or permanently stop offering a Plan or change its features, capabilities, restrictions, limits, term or price at any time without notice. However, we will make a reasonable effort to notify you of Plan changes by email or a message in an interface of our Services. You acknowledge and agree that, by using your Account on such a Plan after a change, including a price change, becomes effective, you acknowledge and accept the change. A price change for a Plan becomes effective following the Subscription Term in which we make the change and applies to subsequently renewed Subscription Terms. We make reasonable efforts to ensure Plan specifications are accurate and up-to-date on our Website, but we make no representations or warranties as to their accuracy or timeliness.

4.14 Changing Plans. If you are a Plan Owner, you may change Your Plan from a free Plan to a paid Plan or from one paid Plan to another at any time if you and your Group Members, if applicable, meet the eligibility requirements of the new paid Plan. The change will yield a new Subscription Term for Your Plan starting on the date of the change. Plan changes may yield credits or additional charges to you or your Group, if applicable. We will bill you or your Group, if applicable, accordingly. If you

or your Group, if applicable, owe payments or have an outstanding balance due, your plan change may be denied or conditioned on payment of such amounts or balance.

4.15 Cancellation. If you are a Plan Owner, you may cancel Your Plan at any time by contacting us by email or via our Website. Cancelling a Paid Plan on a monthly subscription will become effective at the end of the Subscription Term in which the cancellation is requested and no refund will be issued. Cancelling a Paid Plan on a semiannual or annual subscription will become effective at the end of the Subscription Month in which the cancellation is requested and a refund may be issued for the remaining, unused Subscription Months, subject to our discretion. Cancelling a Paid Plan will downgrade your Account to a Free Plan. Cancelling a Free Plan will terminate all Accounts on it.

5. ACCEPTABLE USE

5.1 Permitted Use. You agree to use our Services only for purposes that are permitted by these Terms and any and all applicable laws and regulations. You may not use our Services for any unauthorized purpose.

5.2 Identity. You agree to not impersonate anyone else or communicate under a false name or a name you are not entitled or authorized to use.

5.3 Transfer. Unless specifically permitted in a separate agreement with us, you agree not to transfer, sell, trade, distribute or resell our Services.

5.4 Access. Unless specifically permitted in a separate agreement with us, you agree not to access or attempt to access our Services by any means other than the interfaces we provide. You agree not to access or attempt to access or gather data or mine, extract or scrape information from our Services through automated means, including scripts and Web crawlers. You agree to comply with instructions set out in any robots.txt file for our Services.

5.5 Circumvention. You agree to not circumvent or attempt to circumvent any limits or limitations we impose on your or anyone else's Account or use of our Services.

5.6 Disruption. You agree to not engage in any activity that damages, overburdens, disrupts or interferes with our Services or the Accounts, servers or networks connected to our Services.

5.7 Testing. Unless specifically permitted in a separate agreement with us, you may not probe, scan or test the vulnerability or stability of our Services or the Accounts, servers or networks connected to our Services.

5.8 Copy. You agree to not reproduce, duplicate or copy our Services. You agree to not modify, change, disassemble, decompile or reverse engineer any portion of our Services. You agree to not use or access our Services for the purpose of building a product or service that competes with or is comparable to our Services.

5.9 Derivative Use. You agree to not frame any portion of our Services or any materials contained therein. You agree to not engage in any derivative use of our Services.

5.10 Harmful Code. You agree to not transmit to our Services or subject or expose them to any harmful code, software, protocol or data such as a "virus," "worm," "Trojan horse," "time bomb," "time lock," "drop dead device," "access code," "cancelbot", "trap," "trap door device", "ransomware," ("Harmful Code") that:

- a. is intentionally designed to damage, disrupt, disable, harm, impair, interfere with, intercept, expropriate or otherwise impede in any manner any data, storage media, program, system, equipment or communication based on any event, including for example, but not limited to, (i) exceeding a number of copies, (ii) exceeding a number of users, (iii) passage of a period of time, (iv) advancement to a particular date or other numeral or (v) use of a certain feature; or
- b. enables an unauthorized person to cause such result; or
- c. enables an unauthorized person to access anyone else's information without their knowledge or permission.

5.11 Spam. You agree to not use our Services to send email or other messages that are unsolicited, unwelcome or may be considered spam in our sole discretion.

5.12 Damages. Violating any Acceptable Use terms under this Section 5 may result in legal action and fees due by you for actual or punitive damages.

6. INTELLECTUAL PROPERTY

6.1 Ownership. You acknowledge and agree that we own all right, title and interest in and to our Services, including, whether registered or not and whenever and wherever in the world they exist, any and all intellectual property rights existing under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights and any and all applications, renewals, extensions and restorations thereof ("Intellectual Property Rights"). We reserve all rights not specifically granted to you.

6.2 Prohibited Use. Nothing in these Terms gives you the right to use any of our trade names, trademarks, service marks, logos, domain names or other unique brand features.

6.3 Content. You acknowledge and agree that all information (such as documents, text files, text or hypertext links; photographs, icons or other images; music, audio files or other sounds; videos; data files, computer software or scripts) that you may have access to through the use of our Services (collectively, "Content") are the sole property and responsibility of the party from which such Content originated or its successors or assigns. The delivery of and license or access to the Content does not transfer to you any commercial or promotional use rights in the Content or any portion thereof.

6.4 Copyright. You acknowledge and agree that any violation of copyright in the Content may be enforced by such Content's copyright owner to the fullest extent allowed by law. You represent and warrant that your use of our Services in connection with any Content complies with all laws, including United States copyright law.

6.5 Third Party Content. You acknowledge and agree that we do not control Content from third parties or other users that may be available to you through our Services. As such, you acknowledge and agree that we are not responsible for the accuracy, timeliness, or quality of any such

Content. Our Services may present or contain links to information sources owned and operated by a third party. You acknowledge and agree that we are not responsible for the accuracy, timeliness, quality, availability or consistency over time of such information sources.

6.6 Third Party Rights. You acknowledge and agree that the Content may be protected by intellectual property rights of a third party. You may not rent, lease, loan, sell, share, distribute, modify or create derivative works of, from or based on such Content unless you have the right to do so. You agree not to use any trademark, service mark, trade name or logo in a manner that may cause confusion regarding the owner or authorized user of such mark, name or logo. You agree not to violate the copyrights of any third party through the use of our Services. You shall not modify, remove or block any copyright notice, proprietary legend, trademark, service mark, patent marking or other indicia of ownership on the Content. You acknowledge and agree that your access to third party Content does not transfer to you any commercial or promotional use rights in such Content.

6.7 Your Content. We do not claim ownership in any Content that you own, create or post, submit, receive, deliver or otherwise make available through our Services ("Your Content"). However, by making Your Content available through our Services, you grant us a limited license to Your Content to provide and operate our Services. You represent and warrant that:

- a. You own Your Content or have the right to grant this right and license; and
- b. Your Content does not violate the rights of a third party.

6.8 Objectionable Content. You acknowledge and agree that by accessing our Services, you may be exposed to Content that you find harmful, offensive, threatening, indecent or objectionable. You acknowledge and agree that we shall have no liability to you for such Content.

6.9 Prohibited Content. You agree not to post, submit, deliver or otherwise make available through our Services or to use our Services to disseminate Content that:

- a. is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar or obscene;

- b. is fake, false or misleading;
- c. is junk mail, a chain letter, unsolicited mailing or spam;
- d. harasses or advocates harassment of or violence toward someone;
- e. promotes racism, bigotry or hatred;
- f. promotes, endorses or furthers criminal activities;
- g. exploits persons in a sexual manner, including anyone under the age of 18;
- h. solicits personal information under false pretenses, such as with phishing;
- i. infringes upon the rights of any third party; or
- j. creates liability for us.

You acknowledge that we have the right, but not the obligation, to remove, edit or delete such prohibited Content and any other Content in our sole discretion and without notice.

7. FEEDBACK

At your discretion, you may provide feedback to us about our Services, including identifying potential errors or bugs and suggesting improvements, modifications or enhancements ("Feedback"). If you submit any such Feedback, you grant us a free, perpetual, irrevocable, worldwide, transferable right and license to use, reproduce, disclose, modify and share such Feedback with or without information that attributes the Feedback to you such as your name, location, school or employer.

8. CONFIDENTIALITY

"Confidential Information" shall be our Services or portions thereof marked confidential, proprietary, secret, restricted or invite-only and, whether or not marked confidential, any portion of our Services not intended for public disclosure such as underlying software code. Confidential Information shall also include any material marked as confidential or identified as confidential at the time of disclosure. Confidential Information shall also be all information relating to our Services, including existing or planned features, capabilities, performance results, benchmarks, feedback or deficiencies not publicly disclosed by us. You agree to protect Confidential Information by using a reasonable degree of care to prevent its unauthorized use, dissemination or publication. You agree to use Confidential Information

only as expressly provided under these Terms. You agree not to disclose Confidential Information to any third party. You agree to take every reasonable precaution to prevent the theft, disclosure and unauthorized use, copying, reproduction or distribution of Confidential Information. Your duty to protect Confidential Information pursuant to these Terms shall survive termination or expiration of these Terms.

9. SECURITY

Your use of our Services is subject to our Data Security Policy posted at our Website.

10. PRIVACY

Your use of our Services is subject to our Privacy Policy posted at our Website.

11. GENERAL TERMS

11.1 Headings. The section headings in these Terms are for convenience only and shall have no legal or contractual effect.

11.2 Entire Agreement. These Terms shall constitute the entire agreement between you and us regarding your access to and use of our Services and supersede all related proposals and prior or contemporaneous discussions, writings and agreements.

11.3 No Waiver. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

11.4 Revisions. We may at any time, in our sole discretion and without notice, revise these Terms posted at our Website. However, we will make a reasonable effort to notify you of such revision via email or a message in an interface of our Services. You are bound by any such revision and should therefore periodically review the current version of these Terms. You acknowledge and agree that by continuing to access or use our Services after such revisions are made, you accept such revision.

11.5 Other Terms. Our Services may contain areas in which additional terms and conditions apply. For purposes of the use of such areas, in the event of a conflict between the terms and conditions of such other areas and these Terms, the terms and conditions of the other areas shall prevail.

11.6 Reformation and Severability. Each provision of these Terms is a separately enforceable provision. If any provision of these Terms is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in order for these Terms to remain in effect in accordance with its terms as modified by such reformation. If such reformation is not possible, an endeavor shall be made to give effect to the intentions reflected in such provision. In any case, the unenforceability or illegality of such provision shall not affect any other provision of this Agreement.

11.7 Breach. You acknowledge and agree that you are solely responsible for any breach of your obligations under these Terms and for the consequences, including any loss or damage which we or a third party may suffer, of any such breach. You acknowledge and agree that we have no responsibility to you or to any third party for any such breach or consequences. You shall indemnify and hold us harmless from your breach of any rights of any third party.

11.8 Termination. These Terms shall remain in full force and effect while you access or use our Services. Upon termination of these Terms, you may no longer access or use our Services. Upon termination of these Terms, the license to use our Software granted hereunder shall terminate and you must immediately uninstall, delete and destroy any and all copies of our Software under your control. However, the terms which are intended to survive termination of these Terms will remain in effect. We may terminate these Terms at any time for any reason. You may terminate this Agreement at any time by:

- a. ceasing to access or use our Services,
- b. uninstalling our Software, and
- c. requesting the termination of your Account.

Sections 4.9, 4.10, 6, 7, 8, 10, 11, 12, 13 shall survive any termination or expiration of these Terms.

11.9 Government. The materials in our Services are provided with “Restricted Rights.” Use, duplication or disclosure of such materials by the Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the Government constitutes acknowledgment of our proprietary rights in them.

11.10 Controlling Law. These Terms shall be governed and interpreted by the internal laws of the State of California without regard to the conflicts of law provisions of any state or jurisdiction. Any action or suit related to these Terms must be brought in San Mateo County, California, and you hereby consent to the exclusive jurisdiction of such courts.

12. DISCLAIMER OF WARRANTIES

12.1 Disclaimer. Our Services are provided "AS IS," "AS AVAILABLE" without warranties of any kind, either express or implied. To the fullest extent possible, pursuant to the applicable law, we and our third-party licensors disclaim all warranties, express or implied, including, but not limited to, implied warranties of title, merchantability, satisfactory quality, fitness for a particular purpose, noninfringement or other violation of rights. No information, whether written or oral, obtained by you from us shall create any warranty not expressly stated in these Terms.

12.2 Completeness. We make no representations or warranties concerning the completeness, accuracy, security, reliability, availability, timeliness, performance, adequacy or operation of our Services. We do not represent or warrant that any defects, inadequacies or deficiencies in our Services will be corrected.

12.3 Risk. You acknowledge and agree that you access or use our Services at your own discretion and risk and that you will be solely responsible for any damages to your computer system or data loss resulting from such access or use. You acknowledge and agree that you shall not make any claim against us for lost data, re-run time, inaccurate input, work delays or lost profits resulting from your accessing or using our Services. You acknowledge and agree that you have sole responsibility for adequate protection of data used in connection with our Services. If your accessing or using our Services results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof.

13. LIMITATION OF LIABILITY

13.1 Disclaimer. Under no circumstances, including, but not limited to, negligence, shall we or our third party licensors be liable under any theory of law or equity for any direct, indirect, punitive, special, incidental or consequential damages, including, but not limited to, loss of data, profit, goodwill or reputation, business interruption or the cost of procurement of substitute goods or services arising out of the use or misuse of or inability to use our Services even if we have been advised or should have been aware of the possibility of such damages and notwithstanding the failure of essential purpose of any remedy. We shall have no responsibility or liability for any Content in connection with the Services.

13.2 Limitation. You agree that regardless of any statute or law to the contrary, any claim against us related to these Terms or your accessing or using our Services must be filed within six (6) months after such claim arises or be forever barred. You also agree that our and our third party licensors' entire and aggregate liability to you, whether based in warranty, contract, tort (including negligence), strict liability or otherwise shall not exceed the amounts you paid to us for the one (1) month prior to such claim and notwithstanding the failure of essential purpose of any remedy.

14. INDEMNITY

You will defend, indemnify and hold us and our third party licensors harmless from and against any claims resulting from Your Content; your use or misuse of or inability to use our Services or any claim of your infringement of any copyright, patent, trademark or any other proprietary right of a third party.