

TERMS OF SERVICE

IN GENERAL

5 More Minutes Ltd, its subsidiaries and related companies, and its affiliates (together all "5 More Minutes Ltd") urge you to carefully review these Terms of Use ("Terms") as they contain the legal terms and conditions that govern your use of and access to our websites or online services (TeacherGaming Desk and TeacherGaming Store) that 5 More Minutes Ltd operates, partners with or links to (collectively our "Sites"), as well as our provision of Services. Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service" or "Terms") as well as all applicable laws, rules and regulations. These Terms apply to each user of the products purchased from the Website.

By using and accessing the Services you agree that you have read, understand and agree to be legally bound by the Terms of Service, as they may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service. Please read the Terms carefully and contact us with any questions. If you are under the age of 18, you represent that you have the consent of your parent or guardian. IF YOU DON'T GET YOUR PARENT OR GUARDIAN TO READ AND AGREE TO THIS, YOU DON'T HAVE PERMISSION TO USE THE SERVICES. If you do not agree to be bound by these Terms, do not access the Services.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

This Website may contain links to other websites (the "Linked Sites"), which are not operated by 5 More Minutes Ltd has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

We may revise these Terms from time to time by posting a revised version on our Sites, and your continued use of our Sites and our Services constitutes your acceptance of any changes to our Terms. You acknowledge by your use that you have reviewed these Terms in their entirety, that you agree to these Terms in their currently posted form, and that these Terms constitute binding and enforceable obligations on you.

These Terms of Use were written in English (US) and may be translated to other languages solely for the convenience of our Users. In all cases and specifically if a potential conflict between versions arises, the English version of these Terms of Use controls.

PRIVACY POLICY

Our privacy policy, which sets out how we will use your information, can be found at <https://www.iubenda.com/privacy-policy/8153654>. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

REGISTRATION REQUIREMENTS

We offer our Services to individuals globally and are aware that many different requirements for opening, maintaining and using online accounts may apply to our Users. While our Services are primarily focused on storing and displaying learning analytics information in educational settings, individuals of any age may be able to access and use some or all of our Services.

While we strive to provide a safe and communal environment within our Services, in the interest of abundant caution, **we require and you hereby agree not to use a child's full first and last name for their Account nickname.**

We may offer our Services, which may be different to both Registered and Non-Registered Users (collectively "Users"). Non-Registered Users are those individuals who access our Sites, but decide not to become Registered Users and do not have an Account with us. "Registered Users" may include individuals and Accounts as follows:

- If you are at least 13 years of age or older, you may directly register for and open an Account with us.
- If you are a child under the age of 13, you may not directly register for and open your own Account. Your Account may be controlled by a Parent Account or an Educator Account. For children under the age of 13, a parent (such as through a Parent Account) or other legally authorized supervisor (such as through an Educator Account for a school or club program) must: (a) register for and open an Account for the child, (b) agree to all Terms on behalf of the parent, supervisor or child, (c) assume all liability for the use of the Services by the child, and (d) agree to reasonably monitor the use of our Services by the child.

- If you are a player and want to track your own learning in a game, you may directly register for a Player Account.
- If you are a parent, you may directly register for and open a Parent Account with us and designate one or more Accounts to be linked to your Parent Account.
- If you are a teacher, you may directly register for and open an Educator Account with us and designate one or more Accounts to be linked to your Educator Account.
- If you are a legally authorized supervisor, you may directly register for an Educator Account with us and designate one or more Player ID's to be linked to your Educator Account, subject to the terms and conditions of any agreements between 5 More Minutes Ltd and your entity.
- If you are a game developer and want to integrate our Services into your game, you may directly register for a game developer account.
- If you are a principal or an administrator in an institution, you may directly register for an administrator account to monitor the progress of different classes in your institution.
- You may become a Registered User by accessing the Services through a third party service. By accessing and using the services through a third party services, you agree to the Terms of TeacherGaming Desk.

To access our Services, you must have a connected computer running a supported browser and operating system or a supported mobile device to which, in some cases, you will need to download our application. You will need Internet access in order to create a new account and to generally access our Services, though we may offer limited offline Services functionality to Users.

To create a new Registered User account, you must register with us by creating a username and password and providing any additional registration information that we may require. It is also possible that a Registered User account may be established by you through a third party website or provider, and if so, you agree to our Terms and to provide any additional information that we may require in order to maintain and use such account.

You are responsible for maintaining the confidentiality of your password and account and all activities that occur in connection with these. You agree to immediately notify 5 More Minutes Ltd of any actual or suspected unauthorized use of your account or any other breach of security. You agree that all information that you are required to provide to 5 More Minutes Ltd as part of the registration process, including, but not limited to, your name and email address and any information about your Account, is truthful, accurate, and complete and you agree to keep it up to date.

You accept full responsibility for any information or data that is accessible by someone unauthorized due to your own negligence. 5 More Minutes Ltd is not responsible for any damages or consequences that are caused by User's negligent actions.

TYPES OF USER ACCOUNTS

When you become a Registered User and open a user account, you will need to choose an Account type. We provide different types of user accounts: Administrator, Educator, Parent, Player and Game Developer. Different rules and regulations may apply to these accounts and different Services are available for different accounts. All account types may not be available at all times.

- **Administrator Account** - individuals who manage Educator Accounts within the same organization. To be managed by an Administrator Account, consent from both parties is required.
- **Educator Account** - individuals who are either (a) age 13 or over and have opened their own Educator Account or (b) under the age of 13 and are using their Educator Account under the supervision of a Parent Account.
- **Parent Account** - a parent or legal guardian (“Parent”) is the Registered User and may add his or her children as designated Player ID’s linked to the Parent Account.
- **Player Account** - individuals who wish to track their own learning in games may register for a Player Account.
- **Game Developer Account** - an entity authorized to set learning goals (“Skills”) for their games, define what events are tracked in the game and generate a SDK file that can be used to integrate the Developer’s game into TeacherGaming Desk.

You agree that you will only register for and use accounts with us according to the use

designations we have provided in these Terms. All other registrations and uses are void and such accounts may be deleted.

If you are a Parent or an Educator and open a Parent Account or an Educator Account, it is your responsibility to obtain proper consent of the parent or legal guardian of any children that you designate to your Parent Account or Educator Account as linked Player ID’s.

If we require it for your Parent Account or Educator Account, you agree to provide us with any information we request to confirm that (i) you are the Parent or Educator for any applicable Player ID linked to your Parent Account or Educator Account, (ii) you have obtained consent from the applicable child's parents or legal guardians, and (iii) you will respect the wishes of the applicable child's parents or legal guardians with respect to your management of the account, including any request by them to delete any content and/or that you terminate their child's access to your Parent Account or Educator Account. We may also offer specialized account management tools for parents and legal guardians, children, and educators to use.

After your account is created, you will be able to add one or more Player IDs. For each PlayerID, you will need to designate a nickname. Please note that the nickname is only viewable to the Educator Accounts, connected Parent accounts and for connected school administrators (i.e. principal). For Parent Accounts, certain information about the PlayerIDs linked to the Parent Account may also be viewable. For Educator Accounts, certain information about the affiliation, such as the school name linked to the Educator Account are also be viewable if the Educator Accounts are linked to the same organization.

SERVICES

The purpose of the Services is to collect data from integrated games and process it to provide insights to educators and parents into how the events in the game are connected to the learning goals. To do this, there are a number of different services available for different users.

We offer different Services for different user groups to help them access data collected from games. Not all services are available for all Account types and the access to different Services for different Account types is subject to change. The

Services may be available collectively to all types of Accounts or only to specific Account types.

Dashboard

The Dashboard displays data collected from games that Registered Users with Game Developer Accounts have integrated to the Services. Only Registered Users with Parent or Educator Accounts can see data collected from Player IDs that they have created and govern.

Classes

Registered Users with Parent or Educator Accounts can use Classes to display, create, edit or delete Player IDs. Player IDs are used to connect data collected from games to Player IDs in the Services.

Game Developer Services

Registered Users with Game Developer Accounts can use Events, Skills and Activities (collectively “Game Developer Services”) to integrate their games with the Services.

Administrator Services

Registered Users with Administrator Accounts have access to classes of multiple Educator Accounts to provide an overview of learning activity in their institution. For Administrator to access the data, both Administrator and Educator must ensure they are part of the same institution and give permission within the service.

Ownership of Data

All data, as defined in Privacy Policy, generated into the TeacherGaming Desk is owned by 5 More Minutes Ltd. This gives 5 More Minutes Ltd the right to create, edit, modify, share and restrict access to the data and also allows the aforementioned company to assign, share or surrender all of these privileges to a third party. All copyrights and possession of the data belong to 5 More Minutes Ltd and the company claims the ability to take legal action if the ownership is illegitimately breached by an internal or external entity.

Transfer of Data

We gather and share data in order to provide these Services. We gather this data from games that are integrated with the Service as outlined in the Privacy Policy. With your consent, we may transfer the data to third party services, such as learning management systems or online assessment tools.

In all cases, we cannot control what happens to your shared content after you have published them to any third party. Your use of any such third party sites or services is governed by their own terms and conditions of service and privacy policies. We strongly encourage you to review those terms and to otherwise carefully research any third party tool, site, application, or other property with which you wish to interact.

Messages from 5 More Minutes Ltd and our Partners

Our services may contain functionality to message or otherwise communicate with our Registered Users regarding certain events or generally relating to your accounts. We may use messaging functionality to alert you to Services changes or updates, promotional offers or other messages that we believe may be relevant or interesting to you. We may utilize messaging within our Services, email, text, or other forms of

communication to which you give us access. We may provide tools for you to manage the type of messaging that you will receive from us, but if we do not or if you are not satisfied with the options that we offer, your only remedy will be to terminate your account.

Services Changes

We may change, adjust, add to, or remove elements from our Services at any time. In all cases, your only recourse if you do not agree to any change is to stop using our Services. We may also terminate our provision of any or all of our Services without any notice or liability to you.

Charges and Service Fees

Currently, our Services are free to access and use, but we reserve the right to change that at any point in time upon notice to you, and to add fees or other charges for any elements of our Services, for select customizations, for Partner Programs, and/or for additional features. Any Services fees set will be subject to change by us at any time on a prospective basis. If applicable, you agree that any submissions you make for electronic purchases constitute your intent and agreement to be bound by the terms of and to pay for such purchases.

Also, please be aware that (i) you are responsible for any charges related to your own Internet access, including any additional fees or costs that may be triggered by interacting with our Services, (ii) if you use our Services on a mobile device, your carrier's normal rates and fees, such as text messaging and data charges, will apply, and (iii) if you use the products or services of third parties, they may require fees or charges for such use and those are your responsibility and not that of 5 More Minutes Ltd.

We reserve the right to sell or feature advertising and other commercial or sponsored content within the Services and/or as part of any Services-related messaging. Based on your account usage, we may specifically target advertising that we believe to be more relevant to you. You consent to receive any such advertising or promotion by using the Services.

Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and 5 More Minutes Ltd will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

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 computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

You understand and hereby acknowledge and agree that you may not and warrant that you will not:

- Use our Services in any way that violates these Terms or is purposefully or otherwise abusive to any third party, including any other User
- Allow anyone else access the Services or any data collected herein using your account.
- Provide any information, including full name, date of birth, email address, about students that can be used to identify them.
- Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the accounts of other Users
- Use our Services for any commercial use, unless you are an authorized sponsor or other commercial partner of ours
- Intentionally interfere with or damage operation of our Services or Sites, or any party's enjoyment of them
- Attempt to gain unauthorized access to our Services or Sites, including accounts, computer systems or networks of ours or connected to ours, regardless of whether such unauthorized access is with intent to do harm or interfere with our Services or Sites
- Upload, post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, libelous, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful
- Solicit, collect, or store personal information or data about other Users unless you are authorized to do so, or disclose another User's personal information or data to any third party

- Use our Services to harm minors in any way
- Use our Services to stalk or harass any individual in any way
- Upload, post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property rights

Intellectual Property, Software and Content

5 More Minutes Ltd grants you a revocable, personal, limited, non-sublicensable, non-transferable, nonexclusive license to solely use the Services for personal, educational, or non-commercial purposes only. In downloading and utilizing the Services, you are responsible for ensuring compliance with any applicable terms and conditions of any site through which the Services are made available. As between 5 More Minutes Ltd and you, title, ownership rights, and intellectual property rights in and to the Services and any derivatives or modifications thereof, in whole or in part, remain with 5 More Minutes Ltd or their respective rights holders.

You understand that 5 More Minutes Ltd may modify or discontinue the Services or any of its features at any time in its sole discretion. The Terms of Service does not entitle you to any support, upgrades, updates, add-ons, patches, enhancements, or fixes for the Services except in 5 More Minutes Ltd sole discretion. You do not acquire any right, title or interest in any content on the Services by virtue of accessing the Services or making use of the permitted uses allowed under these Terms of Service. No license to use or reproduce any logo or trademark included on the Services is granted to you by these Terms or otherwise. The trademarks, logos, service marks and business names displayed on the Services or the Website are protected, whether or not they are registered. Any unauthorized use of content or information posted on the Services and any unauthorized reproduction, retransmission or other use of any

part of the Services may infringe our, or third parties' copyrights, trademarks, privacy, publicity or other rights.

Limitations

In connection with your use of the Services, you will not, and will not allow any third party to

- If you use any of the third party tools that we offer with the Services, we do not guarantee that they will work properly and we have no control over and make no commitments at all with respect to what happens to your content after they are posted on third party sites, applications or other properties via those tools.
- Our Services may only available on certain mobile platforms or optimized for certain browsers. Our Services are not guaranteed to be compatible, and we do not commit to maintain any compatibility, with a certain platform.
- We are not liable for any interruption, shutdown, or failure caused by downtime for maintenance, bugs, glitches, and other problems that are particular to our Services or to any platform, collected data, technology, or network upon which it lies or with whom we have interacted.
- You agree that we may need to alter any content that you provide in order to conform to the requirements of any networks, technical platforms or other operational needs of our Services.
- You may need to enable certain features or functionality on your mobile or other device in order to be able to access all of the features of our Services.
- Use the product outside of the premises of the Educational Customer that purchased it

- Post or link to any material that contains:
- Adult content, including nudity, sexual terms and/or images of people in positions or activities that are excessively suggestive or sexual
- Obscene, defamatory, libelous, slanderous and/or unlawful content
- Content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent
- Inflammatory religious content
- Politically religious agendas and/or any known associations with hate, criminal and/or terrorist activities or
- Hate speech, whether directed at an individual or a group, and whether based upon the race, disability, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group.
- Remove, obscure or change any copyright, trademark, hyperlink or other proprietary rights notices contained within the Services
- Modify, adapt, disassemble, decompile, translate, reverse engineer or otherwise attempt to discover the source code or structure, sequence and organization of the Services or any content contained therein
- Use the Services in any manner that could damage, disable, overburden, or impair the Services, TeacherGaming brand, 5 More Minutes Ltd, the applicable social networking site, or any other person or entity
- Use the Services in a commercial manner, including any resale, streaming, or use as a service bureau or
- Collect any information (including usernames and/or email addresses) about other users of the Services, create or transmit unwanted electronic

communications to other users of the Services or otherwise interfere with such users' enjoyment of the Services.

- Unless otherwise expressly authorized in these Terms or on the Services, you may not take any action to interfere with the Services or any other user's use of the Services. You expressly agree that you will not copy, reproduce, modify, create derivative works from, distribute or publicly display any content from the Services without our prior written consent. You agree not to bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Services.
- You agree not to use the Services for illegal purposes (including, without limitation, unlawful, harassing, libelous, invasion of another's privacy, abusive, threatening or obscene purposes). You agree that you will comply with all laws related to your use of the Services.

User Content

By posting, uploading, or submitting any text, images, designs, video, sound, code, data, lists, or other materials or information (such user-submitted content, collectively, "User Content") through or in connection with an Services, you grant to 5 More Minutes Ltd, its affiliates and sublicensees, a perpetual, universal, non-exclusive, royalty-free right to copy, display, modify, transmit, make derivative works of, publish, and distribute your User Content (in whole or in part) in any media and to incorporate the User Content into other works in any format or medium now known or later developed. The foregoing grants shall include the right to exploit any proprietary rights in such User Content, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. We may also use your name, likeness, and other identifiable information associated with your User Content, however we acquire no ownership in the User Content beyond the license granted herein.

You represent and warrant that: (a) You own or control all of the rights to the User Content that you post or otherwise have the right to post such User Content through or in connection with the Services; (b) User Content is accurate and not misleading, and (c) use and posting of User Content supplied by you does not violate the Terms, and will not violate any rights of or cause injury to any person or entity, including without limitation the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any User Content posted by you through or in connection with the Services.

You are solely responsible for the User Content that you post, store or upload through or in connection with the Services. 5 More Minutes Ltd does not have an obligation to delete, screen or edit any of the User Content posted, stored or uploaded through or in connection with the Services; however, 5 More Minutes Ltd reserves the right to itself or through a third party, delete, screen or edit any User Content posted, stored or uploaded through or in connection with the Services at any time and for any reason without notice. Without limiting the foregoing, 5 More Minutes Ltd may remove any User Content for any reason including content that in the sole judgment of 5 More Minutes Ltd violates the Terms of Service, or that may be offensive, illegal or violate the rights, harm, or threaten the safety of any person. 5 More Minutes Ltd does not endorse any User Content and takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto.

User Responsibilities

- Keep your account and login information secure
- Follow any guidelines from authorized third parties for single sign on (SSO) and other types of facilitated logins to our Sites

- Follow all directions relating to managing your account
- Backup any content that you save and ensure that you do not rely on us as a storage site or service
- Comply with our Terms and otherwise manage your account in a responsible and appropriate manner
- Handle all data related to minors under the age of 13 appropriately, including
- Comply with local legislation about the data you may provide on the students' behalf
- Familiarize yourself with the legislation related to the privacy of minors under the age of 13 and agree to abide by it.
- If you observe any violation of these terms by other users, you agree to notify us of such breach immediately.

TERMINATION AND ACCOUNT CANCELLATION

If you breach any of these Terms, 5 More Minutes Ltd has the right, at its sole discretion and without prior notice of refund of any fees, to suspend or disable your account or terminate our Services to you. We are under no obligation to continue to support our Services in any way or to provide you with updates or error corrections to our Services. Your rights under these Terms will terminate immediately and automatically, with or without notice in our sole discretion, if we cease to support our Services. We may terminate your access to our Services or our Sites at any time, without cause and you agree that we will have no liability to you if we do. If we disable your account, you will not be able to create another one without our permission. You may cancel your account at any time by contacting us. Upon termination for any reason, sections Limitation on Liability, Disclaimers, Indemnity and Governing Law,

Arbitration, and General Terms, together with any licenses granted to 5 More Minutes Ltd hereunder, will survive.

SCOPE OF LICENSES AND USER CONTENT

Our Services are licensed, not sold, to you for use only under these Terms. This license granted to you is limited to a non-transferable license to use the Services on any compatible device that you own or control and as permitted herein. You may not rent, lease, lend, sell, redistribute, or sublicense the Services. You may not copy (except as expressly permitted by this), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Services, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). If you breach this restriction, you may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by us that replace and/or supplement the original version of the Services, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

Unless otherwise agreed in writing, 5 More Minutes Ltd does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. By making available any User Content or collected data through our Services, you hereby grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Content or collected data on and through third-party distribution channels selected by, but not affiliated with, 5 More Minutes Ltd, in any form, medium or technology now known or later developed, in whole or in part, for any purposes, including for both commercial and non-commercial purposes. You also grant 5 More Minutes Ltd the right to sublicense these rights to third parties

for distribution via third party distribution channels, which may include viral distribution of your User Content or collected data. You agree that neither 5 More Minutes Ltd nor any third party distribution channels have any obligation to provide any compensation to you for your User Content, collected data or the licenses granted herein. You understand that 5 More Minutes Ltd does not guarantee any confidentiality with respect to your User Content. You also hereby grant each User of our Services a non-exclusive license to access your User Content through our Services, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of our Services and under these Terms. The foregoing grant includes, without limitation, any copyrights and other intellectual property rights in and to your User Content.

You hereby represent and warrant to us that:

- You own the User Content and data posted by you
- If you do not own the User Content you post, you have the right to use it for the purpose that you post it on our Services or Sites
- The posting of your User Content on or through our Services or Sites does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or violate any applicable laws or regulations
- You agree to pay for all royalties, fees, and any other monies owing any person by reason of any User Content you posted to or through our Services or Sites

PRIVACY AND CONSENT TO USE OF DATA

Privacy

Your privacy is important to us and we have developed our Privacy Policy and practices to inform you of the measures we take regarding the protection of your information. We will use any personal or non-personal data that we collect from you in accordance with the terms and conditions of our privacy policy.

Filtering

Pursuant to 47 U.S.C. Section 230 (d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protection is available at <http://www.staysafe.org>.

Suggestions and Improvements

By sending us any ideas, suggestions, documents, or proposals about our Services or otherwise, including any that may be included as part of Comments or other public areas of the Services ("Feedback"), you agree that:

- Your Feedback does not contain the confidential or proprietary information of third parties and that you have the right to disclose the Feedback to us
- We are under no obligation of confidentiality, express or implied, with respect to the Feedback
- We may have something similar to the Feedback already under consideration or in development and that your Feedback does not create any obligation for us to develop or not develop new products or services from your Feedback

- You grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, publish, distribute, and sublicense the Feedback, including any intellectual property rights therein
- You will indemnify and hold harmless and defend 5 More Minutes Ltd from and against any claims, losses, expenses, and liabilities arising from breach by you of the foregoing representation and warranty.

Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Order processing times may vary according to availability and subject to any delays resulting from technical problems or force majeure for which we will not be responsible.

In order to contract with 5 More Minutes Ltd or the Website you must be over 18 years of age. 5 More Minutes Ltd retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be 5 More Minutes Ltd or may in some cases be a third party. Where a contract is made with a third party 5 More Minutes Ltd is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the Paypal account or credit/debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of products and services may fluctuate. All prices advertised are subject to such changes.

(a) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

(b) Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel within 30 days of the purchase and you have already paid for the goods, you will receive a full refund.

Delivery costs and handling fees will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

(c) Payment

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been despatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

Copyrights and Digital Millennium Copyright Act (“DMCA”)

5 More Minutes Ltd respects the copyright and other ownership rights of User Content. We don't claim any ownership of your User Content and we don't want to restrict your rights to use your content. However, we do need to have a license from you to display your User Content on our Services and with any third parties that we work with. By using our Services, you agree to give us that limited license (as further described in Scope of Licenses and User Content) and further agree that neither 5 More Minutes Ltd or any third party that we work with owes you any royalty or other compensation for the use of your User Content as provided for in these Terms.

5 More Minutes Ltd respects copyright law and expects its Users to do the same. While we are not obligated to review User Content for copyright infringement, we are committed to protecting copyrights and expect Users of our Sites and Services to do the same.

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If you believe that content that you or a third party owns has been used via the Services in a way that violates yours or someone else's copyright or other intellectual property rights, please provide us with the following information

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
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- a description of where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law and
- a statement by you, made under penalty of perjury, that the information contained in your report is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
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Indemnity

You agree that you will defend, indemnify and hold harmless 5 More Minutes Ltd, its parent, subsidiary and affiliated companies, and each of the foregoing entities' respective employees, officers, directors, representatives and agents from any and all claims, demands, causes of action, damages, losses, costs and expenses in any way arising out of your use of the Services of violation of these Terms, including without limitation (i) all matters related to your access to and use of any TeacherGaming online services, including, without limitation, your use of the Services, (ii) your violation of any provision contained in the Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, intellectual property, or privacy right; (iv) any claims that your use of the Services caused damage to a third party, and/or (v) violations of any and all applicable laws, rules or regulations from any jurisdiction.

Governing Law, Arbitration, and General Terms

These Terms, and your relationship with us under these Terms, shall be governed by the laws of the State of New York without regard to its conflict or choice of laws provisions. Any dispute with us, or our parents, subsidiaries, affiliates, officers, directors, employees, agents or affiliates, arising under or in relation to these Terms

shall be resolved exclusively through non-appealable arbitration with one arbitrator in accordance with the rules of the American Arbitration Association in New York, NY. If travelling to New York is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees).

Variation

5 More Minutes Ltd shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments by contacting us by emailing general@teachergaming.com.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

No Class Actions

You agree to resolve any disputes related to these Terms as an individual and not as a class or join any class. You understand that, in return for agreement to this provision and the dispute provision above, we are able to offer the Services at the terms designated, and that your assent is an indispensable consideration to these Terms.

You also acknowledge and understand that, with respect to any dispute with us, our officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Service or these Terms: YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

Severability

If any provision in these Terms is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of these Terms shall remain in effect.

No Assignment, Sublicense or Transfer

You may not assign, sublicense, or transfer these Terms or any rights or obligations hereunder without our prior written consent. Any such attempted assignment, sublicense, or transfer will be null and void and we, in our sole discretion, shall have the right to immediately terminate these Terms.

Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Website. These Terms set forth the entire understanding and agreement between the parties relating to its subject matter. All provisions that should by their nature survive the termination of these Terms shall survive the expiration of these Terms including, without limitation, the rights and licenses you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, no class action, and no trial by jury. Any waiver of or promise not to enforce any right under these Terms shall not be enforceable unless evidenced by a writing signed by the party making said waiver or promise.