

MYACCLAIM™ USER AGREEMENT

(last revised on May 2, 2013)

YOU ARE FORMING A LEGALLY BINDING AGREEMENT. PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE USING THIS SITE OR THE SOFTWARE OR SERVICES PROVIDED BY MYACCLAIM.

1. INTRODUCTION

(a) Purpose.

The mission of MyAcclaim, LLC and myacclaim.com is to allow its users, with ease and simplicity, to unleash the immense potential of video as a powerful and efficient medium for education, training, collaboration and other projects by enabling online, interactive critique and annotation of video content. To achieve our objective, we make the Acclaim software (the “**Software**”) and the Acclaim service (the “**Service**”) available through our website.

(b) Formation of Our Agreement.

In this Agreement, the words “**you**” and “**your**” refer to the registered user of the MyAcclaim website, Software or Service. It is your responsibility to keep your MyAcclaim profile information accurate and updated. The words “**we**,” “**us**” and “**our**” refer to MyAcclaim, LLC, a Pennsylvania limited liability company and the owner, operator and provider of the myacclaim.com website, Software and Service (“**MyAcclaim**”). The word “**website**” refers to myacclaim.com. Depending on the context, the term “MyAcclaim” may refer to both MyAcclaim, LLC and to the website.

With respect to this User Agreement, your use of the Service is an action that represents your assent to and agreement with this User Agreement the same as if you were signing a physical piece of paper setting forth this User Agreement. We are relying upon you entering into this User Agreement in permitting you to access this website and use the Software and the Service. By accessing this website and using the Software and the Service, you confirm and manifest your agreement with us to be bound by this User Agreement. If you do not agree to this User Agreement, then do not use this website, the Software or the Service because doing so means you agree to this User Agreement.

You agree that by clicking the “I Agree” button or registering on MyAcclaim, or by using the Software or Service, you are entering into a legally binding agreement with MyAcclaim, LLC, 1417 Locust Street, 4th Floor, Philadelphia, Pennsylvania 19102 based on the terms of this MyAcclaim User Agreement and the MyAcclaim [Privacy Policy](#), which is hereby incorporated by reference (collectively referred to as this “**Agreement**”) and become a MyAcclaim user (“**User**”).

If you are using MyAcclaim on behalf of a company or other legal entity, such entity may have a separate agreement with us, but you are nevertheless individually bound by this Agreement. If you do not want to enter into this Agreement and become a User, do not click “I Agree” and do not access, view, download or otherwise use any MyAcclaim webpage, the Software or the Service. By becoming a User you acknowledge that you have read and understood the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. Please note that this MyAcclaim User Agreement and our [Privacy Policy](#) are also collectively referred to as MyAcclaim’s “**Terms of Service**.”

2. YOUR OBLIGATIONS

(a) Applicable laws and this Agreement.

You must comply with all applicable laws, this Agreement, as it may be amended from time to time with or without advance notice, and the policies and processes explained in the following sections:

DOs and DON'Ts below in this Agreement

and

[MyAcclaim's Privacy Policy](#).

(b) Permissions and responsibility for your submissions to MyAcclaim.

By using our Services you upload your video content and related information (“**User-Provided Video**”) to our system. You also provide your Registration Data and you may give us your Comments and Feedback. The terms Registration Data, Comments and Feedback are all defined below. In this Agreement, we refer to all of these things together as “**Your Information**.” You retain full ownership of Your Information. We don't claim any ownership of it. This User Agreement does not grant us any rights to Your Information or intellectual property, except for the limited rights that are needed to run the Service. This is explained more fully in the next couple paragraphs.

We need your permission to do things you ask us to do with Your Information, particularly your User-Provided Video. Examples of these things are hosting your User-Provided Video, sharing it with the other Users you invite into your projects (“**Guests**”), and annotating it with the comments provided by you and your Guests. The foregoing things are obvious features and functionality of the Service. However, there are things going on in the background that are not obvious, such as backing up Your Information to keep it safe from loss. By using the Software and the Service, you give us the permissions we need to do those things solely to provide the Service. This permission also extends to trusted third parties we work with to provide the Service, such as the companies that provides our storage space.

Aside from the rare exceptions we identify in this User Agreement and in our [Privacy Policy](#), we won't share Your Information with others, including law enforcement, for any purpose unless you direct us to. How we collect and use information generally is also explained in our [Privacy Policy](#). By providing Your Information to us, you represent and warrant that you are entitled to submit Your Information and that your submission of it is not in violation of any contractual restrictions or other third party rights. You are solely responsible for your conduct, the content of Your Information, and your communications with others while using the Service. It is your responsibility to ensure that you have the rights or permission needed to comply with this User Agreement.

We may choose to review public content for compliance with our community guidelines, but we have no obligation to monitor any information on the Service. We are not responsible for the accuracy, completeness, appropriateness, or legality of User-Provided Video, Comments, Feedback, or any other information you provide or may be able to access using the Service.

Video and other content accessible through the Service may be protected by intellectual property rights of others. Please do not copy, upload, download, or share files unless you have the right to do so. You will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Service.

You are responsible for maintaining and protecting all of your User-Provided Video and any other content you upload to our system. We will not be liable for any loss or corruption of your User-Provided Video, or for any costs or expenses associated with backing up or restoring any of Your Information.

(c) Service Eligibility.

To be eligible to become a User, to access the website or use the Software or Service, you must meet the following criteria and you hereby represent and warrant that you: (1) are 18 years of age or older; (2) are not currently restricted from the Services, or not otherwise prohibited from having a MyAcclaim account; (3) are not a competitor of MyAcclaim and are not using the Services for reasons that are in competition with MyAcclaim; (4) will only maintain one MyAcclaim account at any given time; (5) have full power and

authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (6) will not violate any rights of MyAcclaim, including intellectual property rights such as trade secret, patent, copyright or trademark rights; and (7) agree to provide at your cost all equipment, software, and internet access necessary to use the Service.

(d) Registration and Sign-In Credentials.

Your registration information to use the website, Software and Service must be accurate, current and complete as prompted in the sign-up process (the "**Registration Data**"). You will maintain and promptly update the Registration Data to keep it accurate, current and complete. If you provide any Registration Data that is inaccurate, not current or incomplete, or we have reasonable grounds to suspect is inaccurate, not current or incomplete, we may, in our sole discretion, suspend or terminate your account and refuse any and all current or future access to and use of the website, Software or Service (or any portion thereof).

You agree to: (1) keep your password secure and confidential; (2) not permit others to use your account; (3) refrain from using other Users' accounts; (4) refrain from selling, trading, or otherwise transferring your MyAcclaim account to another party; and (5) refrain from charging anyone for access to the Software, the Service or any portion of the website, or any information therein. Further, you are responsible for anything that happens through your account until you close down your account or prove that your account security was compromised due to no fault of your own. To close your account, you must notify us by [contacting us here](#) or at hello@getacclaim.com.

(e) Indemnification.

You hereby indemnify us against, and hold us harmless from, all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third party rights or applicable laws, (2) any content you submit to MyAcclaim, and (3) any activity in which you engage on or through MyAcclaim.

(f) Payment.

If you purchase any services that we offer for a fee, either on a one-time or subscription basis, if any ("**Premium Services**"), you agree to MyAcclaim storing your payment card information. You also agree to pay the applicable fees for the Premium Services (including without limitation periodic fees) through your payment card information. You also agree to pay the applicable fees for the Premium Services (including, without limitation, periodic fees for premium accounts) as they become due plus all related taxes, and to reimburse us for all collection costs and interest for any overdue amounts (whether or not through the payment card information you have provided to us). Your obligation to pay fees continues through the date you cancel your subscription to the Premium Services. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods. You may [cancel your Premium Services here](#). You also acknowledge that MyAcclaim's Premium Services are subject to this Agreement and any additional terms related to the provision of the Premium Services.

(g) Notify us of acts contrary to the Agreement.

If you believe you are entitled or obligated to act contrary to this Agreement under any mandatory law, you agree to provide us with detailed and substantiated explanation of your reasons in writing at least 30 days before you act contrary to this Agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are under no obligation to do so.

(h) Notifications and Service Messages.

For purposes of service messages and notices about the Software or Service to you, notice shall consist

of an email from MyAcclaim to an email address associated with your account, even if we have other contact information. You also agree that MyAcclaim may communicate with you through your MyAcclaim account or through other means including email, mobile number, telephone, or delivery services including the US Postal Service about your MyAcclaim account or services associated with MyAcclaim. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your resulting failure to receive critical information about the Software or Service. See also Section 7 below related to “Consent to Conduct Business Electronically.”

(i) Privacy.

You should carefully read our full [Privacy Policy](#) before deciding to become a User as it governs our treatment of any content, including personally identifiable information as well as the User-Provided Video, the comments you add to our blog posts (“**Comments**”) and the feedback, suggestions and ideas about our website, Software or Service you submit to us (“**Feedback**”). Please note that certain content you may submit to MyAcclaim might reveal your gender, ethnic origin, nationality, age, religion and/or sexual orientation, and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part. You agree to comply with our Privacy Policy.

(j) Export Control.

Your use of the website, the Software and the Service is subject to export and re-export control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department's Office of Foreign Assets Control. You shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end-user without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving US origin products, including services or software.

(k) Third Parties; Disclaimer.

The website may include links to third party websites (“**Third Party Sites**”). You are responsible for evaluating whether you want to access or use a Third Party Site. You should review any applicable terms and/or privacy policy of a Third Party Site before using it or sharing any information with it, because you may give the operator permission to use your information in ways we would not.

We are not responsible for and do not endorse any features, content, advertising, products or other materials on or available from Third Party Sites. Accordingly, if you decide to access any Third Party Site, you do so at your own risk and agree that your use of any Third Party Site is on an “as-is” basis without any warranty from us, and that none of our obligations to you, and none of your rights, under this Agreement apply to your use of any Third Party Site.

(l) Disclosure of Registration Data.

You acknowledge, consent and agree that we may access, preserve, and disclose your Registration Data and any other information you provide if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary in our opinion to: (1) comply with legal process, including but not limited to civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Agreement; (3) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (4) respond to customer service inquiries; or (5) protect the rights, property, or personal safety of MyAcclaim, our users or the public.

3. YOUR RIGHTS

On the condition that you comply with all your obligations under this Agreement, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable right to access, through a generally available web browser (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of MyAcclaim), view the website and use the Software and Service that we provide on the website and in accordance with this Agreement.

Please note that In addition to the Software accessed by the User through the website upon registration, the term Software includes any other programs, tools, components and any updates (for example, documentation, help content, bug fixes, or other information and releases) of the Software that we provide or make available to you in connection with the Service.

The Software is licensed not sold, and we reserve all rights not expressly granted to you in this Agreement. The Software is protected by patent, copyright, trade secret and other intellectual property laws. We and our licensors own the title, copyright, and other worldwide intellectual property rights in the Software and all copies of the Software. This Agreement does not grant you any rights to trademarks or service marks of MyAcclaim. This Agreement does not limit any rights that we may have under trade secret, copyright, patent or other laws. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in MyAcclaim and all related items.

4. OUR OBLIGATIONS

We allow you to access and use the website, the Software and the Service as it may exist and be available on any given day, and we have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue MyAcclaim (in which case we will refund to you any unused portion of your license fee), partially or entirely, or change and modify prices for all or part of the Software and/or Service in our sole discretion. All of these changes shall be effective upon their posting on our site and/or by direct communication to you unless otherwise noted.

5. DISCLAIMER

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

DO NOT RELY ON THE WEBSITE, ANY INFORMATION THEREIN, OR ITS CONTINUATION OR THAT OF THE SOFTWARE OR SERVICE. WE PROVIDE THE WEBSITE AND ALL INFORMATION, SOFTWARE AND SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY MYACCLAIM OR ANYTHING RELATED TO MYACCLAIM, YOU MAY CLOSE YOUR MYACCLAIM ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 8 (TERMINATION) AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE WEBSITE, SOFTWARE OR SERVICE WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

WE DO NOT GUARANTEE THAT THE WEBSITE, SOFTWARE OR SERVICE WILL FUNCTION WITHOUT INTERRUPTION OR WITHOUT ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE WEBSITE, SOFTWARE OR SERVICE MAY BE INTERRUPTED DUE TO

MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. WE DISCLAIM ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, WE DISCLAIM ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE WEBSITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

6. LIMITATION OF LIABILITY

SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

Neither MyAcclaim nor any of our subsidiaries, affiliated companies, employees, shareholders, or directors (“**MyAcclaim Affiliates**”) shall be liable for any damages in excess of five times the most recent monthly fee that you paid for a Premium Service, if any, or US \$100, whichever amount is greater.

Neither MyAcclaim nor any MyAcclaim Affiliates shall be liable for any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to you or any third person arising from your use of the website, Software or Service or any of the content or other materials on, accessed through or downloaded from MyAcclaim. This limitation of liability shall:

(a) Apply regardless of whether (1) you base your claim on contract, tort, statute or any other legal theory, (2) we knew or should have known about the possibility of such damages, and/or (3) the limited remedies provided in this section fail of their essential purpose;

(b) Not apply to any damage that MyAcclaim may cause you intentionally or knowingly in violation of this Agreement or applicable law, or as otherwise mandated by applicable law that cannot be disclaimed in this Agreement; and

(c) Not apply if you have entered into a separate agreement to purchase Premium Services with a separate limitation of liability provision that supersedes this section in relation to those Premium Services.

7. CONSENT TO CONDUCT BUSINESS ELECTRONICALLY

(a) *Consent to Electronic Communications.*

We may be required by law to send communications to you that may pertain to the website, the Software and/or the Service, your use of the same or our use of information you may submit to MyAcclaim. You agree that we may send communications to you by email and/or may make communications available to you by posting them on the website. You consent to receive these communications electronically. The term communications means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with the website, Software and/or Service.

(b) *Consenting to Do Business Electronically.*

The decision whether to do business electronically is yours, and you should consider whether you have the required hardware and software capabilities described below. Your consent to do business electronically and our agreement to do so covers all transactions you conduct through the website, Software or Service for as long as you remain a User.

(c) *Hardware and Software Requirements.*

In order to access and retain an electronic record of communications, you will need a computer, a monitor, a connection to an Internet service provider (“**ISP**”), Internet browser software that supports

128-bit encryption, and an e-mail address. By clicking the "I AGREE" button, you are confirming to us that you have the means to access, and to print or download, communications. We do not provide ISP services. You must have your own Internet service provider.

(d) Non-Electronic Communications.

We anticipate supporting only electronic communications with our Users. Consequently, if you decide you do not wish to receive communications electronically, you must terminate this Agreement (as described in Section 8 (Termination) and your use of the website, Software and Service.

(e) Changes to Your Email Address.

You agree to notify us promptly of any change in your email address or Registration Data. You can do so by logging on to your MyAcclaim account.

8. TERMINATION

(a) Mutual rights of termination.

You may terminate this Agreement and your MyAcclaim account, for any or no reason and at any time. Termination of your account will terminate this Agreement and termination of this Agreement will terminate your account. To terminate (*i.e.*, delete) your MyAcclaim account, you must notify us by [contacting us here](#) or at hello@getacclaim.com. To terminate this Agreement, send notice of termination as provided in Section 13(c) (Notices and Service of Process). In either case, termination of your account and this Agreement will be effective upon our processing of your notice.

We may terminate the Agreement for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. For avoidance of doubt, only we or the party paying for the services may terminate your access to any Premium Services. Termination of your MyAcclaim account includes disabling your access to MyAcclaim and may also bar you from any future use of MyAcclaim.

(b) Misuse of the Website, Software or Service.

We may restrict, suspend or terminate the account of any User who abuses or misuses the website, Software or Service. Misuse includes, among other things, registering under more than one identity, using the Service commercially without our authorization, infringing any intellectual property rights, using any functionality, feature or capability of the Website, Software or Service to generate, support or transmit any form of spam, engaging in any behavior or activity described in Section 14(b) (Don't do the following), or any other behavior that we, in our sole discretion, deem contrary to the mission and purpose of MyAcclaim.

(c) Effect of Termination.

Upon the termination of your MyAcclaim account, you lose access to the website, Software and Service. In addition, we may block access to the website, Software and Service from an IP address or range of IP addresses associated with those of terminated Users. The terms of this Agreement shall survive any termination, except Section 3 (Your Rights) and Section 4 (Our Obligations) hereof.

9. PENNSYLVANIA LAW AND ARBITRATION

(a) Choice of Law.

Except for any disputes relating to intellectual property rights, obligations or any infringement claims, any disputes with MyAcclaim arising out of or relating to this Agreement ("**Disputes**") shall be

governed by Pennsylvania law regardless of your country of origin or where you access MyAcclaim, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods.

(b) Agreement to Arbitrate and Pay Attorneys' Fees.

Any Disputes shall be resolved by final and binding arbitration under the rules and auspices of the American Arbitration Association, to be held in Philadelphia, Pennsylvania, in English, with a written decision and legal reasoning issued by the arbitrator(s) at either party's request, and with arbitration costs and reasonable documented attorneys' costs of both parties to be borne by the party that ultimately loses.

(c) Exception from Arbitration Agreement

Either party may obtain injunctive relief (preliminary or permanent) and orders to compel arbitration or enforce arbitral awards in any court of competent jurisdiction.

(d) Refundable Fee Advances for Consumers

If you are involved in a Dispute as a consumer without any commercial interests related to the Dispute, we will agree to conduct arbitration proceedings in a major city in your state if travel to Pennsylvania would constitute an undue burden for you, and we will advance any arbitration fees that exceed what you would have had to pay for court proceedings (if you substantiate and represent to us in a written statement what court proceedings would have cost), provided that you shall refund such amounts if we ultimately prevail in the arbitration.

10. COMPLAINTS REGARDING CONTENT POSTED ON THE WEBSITE

We included in the website mechanisms aimed at optimizing the value of the website, the Software and the Service and continuously improving and enhancing Users' experience. Accordingly, this Agreement requires that information posted by Users be accurate and not in violation of the intellectual property rights or other rights of third parties. To promote these objectives, MyAcclaim provides a process for submission of complaints concerning content posted by our Users.

(a) Notice and Takedown Procedures; Copyright Agent.

If you believe any materials accessible on or from the website infringe your copyright, you may request removal of those materials from the website by contacting MyAcclaim's copyright agent (identified below) via e-mail or mail and providing the following information:

- (1) Identification of the copyrighted work subject to the alleged infringement (please describe the work and, where possible, include a copy of the location, e.g., the URL, of an authorized version of the work);
- (2) Identification of the allegedly infringing material and its location (please describe the material and provide us with its URL and other relevant information allowing us to locate it);
- (3) Your name, address, telephone number and e-mail address;
- (4) A statement of your good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law;
- (5) A statement that the information you have supplied is accurate and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on behalf of the copyright owner; and

- (6) A signature or the electronic equivalent from the copyright holder or his, her or its authorized representative.

MyAcclaim's agent for copyright issues relating to the website is as follows:

MyAcclaim, LLC
Attn: Webmaster
1417 Locust Street, 4th Floor
Philadelphia, PA 19102
hello@getacclaim.com

(b) Non-copyright Complaints Regarding Content Posted on the Website.

To notify us that you in good faith believe that content posted by a User on our website infringes your intellectual property rights (other than copyright -- in which case please see the preceding section of this Agreement) or is inaccurate or unlawful, you may you may request review and/or removal of those materials from the website by contacting MyAcclaim's Content Complaint Manager (identified below) via email or mail and providing the following information:

- (1) Identification of the allegedly infringing, inaccurate or unlawful material and its location (please describe the material and provide us with its URL and other relevant information allowing us to locate it);
- (2) Your name, address, telephone number and e-mail address;
- (3) A statement explaining the alleged infringement, inaccuracy or unlawfulness; and
- (4) A statement that the information you have supplied is accurate and indicating that your statement is "under penalty of perjury;" and

MyAcclaim's agent for content management issues relating to the website is as follows:

MyAcclaim, LLC
Attn: Webmaster
1417 Locust Street, 4th Floor
Philadelphia, PA 19102
hello@getacclaim.com

11. U.S. GOVERNMENT

The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation." All U.S. government end Users acquire the Software with only those rights set forth herein.

12. HEALTH INFORMATION AND PRIVACY

If you intend to use the website, Software or Service in conjunction with the medical or health information of particular individuals, you acknowledge and agree that the website, Software and Service are not "HIPAA-ready" or "HIPAA-compliant" and will not assist with or ensure compliance with HIPAA, and that you are solely responsible for using the website, Software and Service in a manner consistent with all applicable federal and state privacy laws relating to medical or health information.

13. GENERAL TERMS

(a) Severability.

If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

(b) Language.

Where we have provided you with a translation of the English language version of this Agreement, including the Privacy Policy, and/or any other documentation, you agree that the translation is provided for your convenience only and that the English language versions of this Agreement, including the Privacy Policy, and any other documentation, including additional terms of service for Premium Services, will govern your relationship with MyAcclaim.

(c) Notices and Service of Process.

You may contact us via email at:

hello@getacclaim.com

Or via mail or courier at:

MyAcclaim, LLC
Attn: Legal Department
1417 Locust Street, 4th Floor
Philadelphia, PA 19102
USA

MyAcclaim accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.

(d) Entire Agreement.

You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and us regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other MyAcclaim services.

(e) Amendments to this Agreement.

We reserve the right to modify, supplement or replace the terms of this Agreement, effective upon posting on the website www.myacclaim.com or notifying you otherwise. You are responsible for reviewing the updated Agreement from time to time. Your use of the website, Software or Service after any such update or modification shall confirm your agreement to the same. If you do not want to agree to changes to the Agreement, you can terminate the Agreement at any time per Section 8 (Termination). Only modifications, supplements or replacements of the terms of this Agreement officially posted by us on the website or sent by us to you pursuant to the notice provisions included in this Agreement shall be valid and effective to amend this Agreement and any other purported amendments shall be void and of no force or effect.

(f) No Informal Waivers, Agreements or Representations.

Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Agreement, no representations, statements, consents, waivers or other acts or omissions by any MyAcclaim or any MyAcclaim Affiliate shall be deemed legally binding on MyAcclaim or any MyAcclaim Affiliate, unless documented in a physical writing hand signed by a duly appointed officer of MyAcclaim.

(g) No Injunctive Relief.

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief with respect to, or to enjoin or restrain, the operation of the website, Software or Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the website, Software or Service or any content or other material used or displayed through the Services.

(h) Assignment and Delegation.

You may not assign or delegate any rights or obligations under this Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, for MyAcclaim any third party that assumes our rights and obligations under this Agreement.

14. MYACCLAIM USER “DOS” and “DON'TS”

As a condition to your right to access the website and use the Software and the Service, you agree to this Agreement and to strictly observe the following DOs and DON'Ts:

(a) Do the following:

- (1) Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;
- (2) Provide accurate information to us and update it as necessary;
- (3) Review and comply with our Privacy Policy; and
- (4) Review and comply with notices sent by MyAcclaim concerning the website, Software and Service.

(b) Don't do the following:

- (1) Act dishonestly or unprofessionally by engaging in unprofessional behavior by posting inappropriate, inaccurate, or objectionable content to the website as User-Provided Video, Comments or Feedback;
- (2) Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property contained or embedded in or used to provide the website, Software or Service, or any part thereof;
- (3) Include information in your Registration Data or elsewhere, except in designated fields, that reveals your identity or sensitive personal information such as an email address, phone number or address or is confidential in nature;

- (4) Utilize information, content or any data you view on and/or obtain from MyAcclaim to provide any service that is competitive, in our sole discretion, with MyAcclaim;
- (5) Imply or state, directly or indirectly, that you are affiliated with or endorsed by MyAcclaim unless you have entered into a written agreement with MyAcclaim (this includes, but is not limited to representing yourself as an accredited MyAcclaim trainer if you have not been certified by MyAcclaim as such);
- (6) Adapt, modify or create derivative works based on MyAcclaim or technology underlying the website, Software or Service, in whole or part;
- (7) Rent, lease, loan, trade, sell/re-sell access to MyAcclaim or any information therein, or the equivalent, in whole or part;
- (8) Use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the website;
- (9) Use bots or other automated methods to add or download content or send or redirect messages or other permitted activities other than through MyAcclaim-sanctioned tools;
- (10) Access, via automated or manual means or processes, MyAcclaim for purposes of monitoring its availability, performance or functionality or for any competitive purpose;
- (11) Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the website;
- (12) Attempt to or actually access MyAcclaim by any means other than through the interfaces provided by MyAcclaim;
- (13) Attempt to or actually override any security component included in or underlying MyAcclaim;
- (14) Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications to other Users or MyAcclaim personnel, attempts to gain unauthorized access, or transmission or activation of computer viruses;
- (15) Remove any copyright, trademark or other proprietary rights notices contained in or on MyAcclaim, including without limitation those of both MyAcclaim and any of its licensors;
- (16) Remove, cover or otherwise obscure any form of advertisement included on MyAcclaim;
- (17) Collect, use or transfer any information, including but not limited to, personally identifiable information obtained from MyAcclaim except as expressly permitted in this Agreement or as the owner of such information may expressly permit;
- (18) Interfere with or disrupt MyAcclaim, including but not limited to any servers or networks connected to MyAcclaim;
- (19) Infringe or use MyAcclaim's or MyAcclaim's brand, logos and/or trademarks, including, without limitation, using the word "MyAcclaim" in any business name, email, or URL or including MyAcclaim's trademarks and logos except as expressly permitted by MyAcclaim in a physical, written document signed by an authorized representative of MyAcclaim;
- (20) Upload, post, email, transmit or otherwise make available or initiate, through User-Provided

Video, Comments or Feedback or otherwise, any content that:

- (i) Falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;
- (ii) Is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;
- (iii) Adds to a content field content that is not intended for such field (i.e. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by MyAcclaim);
- (iv) Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (v) Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;
- (vi) Includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (vii) Contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- (viii) Forges headers or otherwise manipulates identifiers in order to disguise the origin of any communication.

MyAcclaim, LLC, Philadelphia, Pennsylvania, USA, May 2, 2013.