

TERMS OF USE

Last Updated: August 11, 2021

These terms of use (the “Terms of Use”) are a legal agreement between you and Creative Educational Concepts, LLC (“CEC”) and its parent company, KnowFully Learning Group (“KnowFully,” and together with CEC “we,” “us,” or “our”). These Terms of Use specify the terms under which you may access and use our website located at <https://www.ceconcepts.com> (the “Website”) and our continuing education platform (the “Platform,” and together with the Website, the “Services”). These Terms of Use apply to both visitors to the Website and subscribers to the Platform.

By accessing or using our Services, or otherwise manifesting your assent to these Terms of Use, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then please do not use the Services.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

If you accept or agree to this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the Agreement and, in such event, “you” and “your” will refer and apply to that company or other legal entity, and any employees, contractors, or agents authorized by you to access and use the Services pursuant to the terms of this Agreement.

1. DESCRIPTION OF THE PLATFORM; RESTRICTIONS

1.1. Platform. The Platform enables individual users (collectively, “Registered Users”) to earn continuing education (“CE”) credits through our course offerings (each, a “Course”) and manage their credits. While the Courses are provided and freely accessible to any Registered User, in order to receive CE credits you must be qualified with the respective licensing board that issues the credit.

1.2. Restrictions. The Services are available only for individuals aged 13 years or older. If you are 13 or older, but under the age of majority in your jurisdiction, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it. If you are under the age of 13, you may use the Services only with the consent of your parent or guardian.

We reserve the right, in our sole and absolute discretion, to deny you access to the Services, or any portion of the Services, without notice and without reason.

2. PLATFORM ACCOUNT

If you wish to access and use the Platform you must register with us. If you elect to register with us, you will be prompted to create an account, which includes a sign-in name (“Sign-In Name”), a password (“Password”), and may be asked to provide certain additional information that will assist us in authenticating your identity when you log in in the future (“Unique Identifiers”), including, but not limited to your legal name, date of birth, license number, and e-mail address. When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one user. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Services using your account. You will promptly inform us of any need to deactivate a Password or Sign-In Name or change any Unique Identifier. We reserve the right to delete or change your Password or Sign-In Name at any time and for any

reason and shall have no liability to you for any loss or damage caused by such action. CEC is under no obligation to accept any individual or entity as an account holder, and may accept or reject any registrations in our sole and complete discretion. We will not be liable for any loss or damage caused by any unauthorized use of your account.

3. COMMUNITY GUIDELINES

CEC's community, like any community, functions best when its users follow a few simple rules. By accessing the Services, you agree to comply with these community guidelines (the "Community Guidelines") and that:

- You will not upload, post, e-mail, transmit, or otherwise make available any User Content (as defined below) that:
 - infringe any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
 - are defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity); or
 - disclose any sensitive information about another person, including that person's e-mail address, postal address, phone number, credit card information, or any similar information.
- You will not sell, transfer, assign, license, sublicense, or modify the Services or Content (defined below) or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Services or Content in any way for any public or commercial purpose;
- You will comply with all applicable laws in your use of the Services and will not use the Services for any unlawful purpose;
- You will not access or use the Services to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with or attempt to interrupt the proper operation of the Services through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any Content (as defined below), data, files, or passwords related to the Services through hacking, password or data mining, or any other means;
- You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Services;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Services;
- You will not circumvent, remove, alter, deactivate, degrade, or thwart any of the Content protections in the Services;
- You will not use any robot, spider, scraper, or other automated means to access the Services for any purpose without our express, written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Services for

the sole purpose of, and solely to the extent necessary for, creating publicly-available searchable indices of the materials, but not caches or archives of such materials;

- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- You will not introduce, post, or upload to the Services any Harmful Code. As used herein, “Harmful Code” means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Services, or any other associated software, firmware, hardware, computer system, or network (including, without limitation, “Trojan horses,” “viruses,” “worms,” “time bombs,” “time locks,” “devices,” “traps,” “access codes,” or “drop dead” or “trap door” devices) or any other harmful, malicious, or hidden procedures, routines or mechanisms that would cause the Services to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with the operations of the Services.

If you find something that violates our Community Guidelines, please let us know, and we will review it.

4. INTELLECTUAL PROPERTY

The Services contains material, such as videos, photographs, software, text, graphics, images, sound recordings, and other material provided by or on behalf of CEC or our licensors (collectively referred to as the “Content”). The Services and Content may be owned by us or third parties. The Services and Content are protected under both United States and foreign laws. Unauthorized use of the Services or Content may violate copyright, trademark, and other laws.

You may view all Content for your own personal, non-commercial use, and no other use is permitted without the prior written consent of CEC. CEC and its licensors retain all right, title, and interest, including all intellectual property rights, in and to the Services and Content. You must retain all copyright and other proprietary notices contained in the original Content. We reserve the right to remove Content from our Services at any time for any reason without any notice to you.

If you violate any part of this Agreement, your permission to access the Content and the Services automatically terminates and you must immediately destroy any copies you have made of the Content and Services.

The trademarks, service marks, and logos of CEC (the “CEC Trademarks”) used and displayed on the Services are registered and unregistered trademarks or service marks of CEC. Other company, product, and service names located on the Services may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with CEC Trademarks, the “Trademarks”). Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of CEC Trademarks inures to our benefit.

Elements of the Services are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

5. USER CONTENT; LICENSES

If you are a Registered User, the Platform provides you with the ability to send messages (text or otherwise) (“User Content”) to other Subscribers and the instructor during a live Course. By submitting User Content to the Platform during a live Course, you expressly acknowledge that such User Content will be made available to other Registered Users and the instructor during the Course. AS A REGISTERED USER, YOU, AND NOT CEC, ARE ENTIRELY RESPONSIBLE FOR ALL USER CONTENT THAT YOU UPLOAD, POST, E-MAIL, OR OTHERWISE TRANSMIT VIA THE SERVICES.

You retain all copyrights and other intellectual property rights in and to your own User Content. You do, however, hereby grant us and our sublicensees an irrevocable license to copy, transmit, format, distribute, and otherwise use your User Content and all intellectual property and moral rights therein throughout the universe, in each case, by or in any means, methods, media, or technology now known or hereafter devised, for the purpose of providing the Services.

6. COMMUNICATIONS WITH US; SURVEYS

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all (i) e-mails and communications you send to us, including, but not limited to, feedback, testimonials, questions, comments, suggestions, and the like, and (ii) responses to surveys after a Course, in each case, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications and responses for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

7. NO WARRANTIES; LIMITATION OF LIABILITY

THE SERVICES AND THE CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE SERVICES OR CONTENT WILL OPERATE ERROR-FREE OR THAT THE SERVICES, ITS SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

THE AVAILABILITY OF CONTENT TO WATCH WILL CHANGE FROM TIME TO TIME. THE QUALITY OF THE DISPLAY OF THE STREAMING CONTENT MAY VARY FROM DEVICE TO DEVICE AND MAY BE AFFECTED BY A VARIETY OF FACTORS, SUCH AS YOUR LOCATION AND THE BANDWIDTH AVAILABLE THROUGH AND/OR SPEED OF YOUR INTERNET CONNECTION. PLEASE CHECK WITH YOUR INTERNET PROVIDER AND/OR WIRELESS CARRIER FOR INFORMATION ON POSSIBLE DATA USAGE CHARGES. YOU ARE SOLELY RESPONSIBLE FOR PROCURING AN INTERNET AND/OR WIRELESS CONNECTION AND FOR ALL CHARGES YOU INCUR IN CONNECTION THEREWITH. CEC MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE QUALITY OF YOUR WATCHING EXPERIENCE ON YOUR DISPLAY.

THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS LISTED ON THE SERVICES. THE SERVICES MAY CONTAIN INFORMATION ON CERTAIN CONTENT NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A TITLE OR PARTICULAR PIECE OF CONTENT ON THE SERVICES DOES NOT IMPLY THAT SUCH TITLE OR CONTENT IS OR WILL BE AVAILABLE IN

YOUR LOCATION. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE SERVICES AND/OR ADD OR REMOVE CONTENT AT ANY TIME WITHOUT NOTICE.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE AND OUR LICENSORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE SERVICES OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE SERVICES OR THE CONTENT SHALL BE LIMITED TO THE GREATER OF (I) MONIES YOU HAVE PAID US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM, OR (II) FIFTY US DOLLARS (\$50).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

8. EXTERNAL SITES

The Services may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

9. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

9.1. Representations and Warranties. You hereby represent, warrant, and covenant that:

9.1.1. You own or have the necessary licenses, rights, consents, and permissions to all trademark, trade secret, copyright, or other proprietary, privacy, and publicity rights in and to your User Content and any other works that you incorporate into your User Content, and all the rights necessary to grant the licenses and permissions you grant hereunder;

9.1.2. Use of your User Content in the manners contemplated in this Agreement shall not violate or misappropriate the intellectual property, privacy, publicity, contractual, or other rights of any third party; and

9.1.3. You will not submit to the Services any User Content that violate our Community Guidelines set forth above or any other term of this Agreement.

9.2. Indemnity. You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, successors, licensees, licensors, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees,

arising or resulting from: (i) your breach of this Agreement; (ii) your misuse of the Content or the Services; and/or (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

10. COMPLIANCE WITH APPLICABLE LAWS

The Services are based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Services or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

11. CHANGES TO THE AGREEMENT.

These Terms of Use are effective as of the Last Updated date stated at the top. We may change these Terms of Use from time to time. Any such changes will be posted on the Website. By accessing the Services after we make any such changes to these Terms of Use, you are deemed to have accepted such changes. Please refer back to these Terms of Use on a regular basis.

12. TERMINATION OF THE AGREEMENT

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Services, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Services at any time without prior notice or liability. Sections 4-6, 8-11, and 14-18 shall survive the termination of this Agreement.

13. CONTROLLING LAW

This Agreement and any action related thereto will be governed by the laws of the State of Pennsylvania without regard to its conflict of laws provisions.

14. BINDING ARBITRATION

In the event of a dispute arising under or relating to this Agreement, the Content, or the Services (each, a “Dispute”), such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate, at any time, shall be final and binding on the other party. NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 17 below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

15. CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

16. EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. All such claims or disputes arising out of or in connection with this Agreement shall be heard exclusively by any of the federal or state courts of competent jurisdiction located in the State of Pennsylvania.

17. MISCELLANEOUS

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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