

## **Opusomni Terms of Service**

This agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls. Please note that Section 14 contains certain changes to the general terms for Members and Visitors outside the United States. If you live in (or your principal place of business is in) the United States, please read the binding arbitration and class action waiver in Section 13. It affects how disputes are resolved.

Date of Last Revision: April 20, 2018

## **Statement of Rights and Responsibilities**

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") is our terms of service that governs our relationship with Members, Visitors, and others who interact with Opusomni, as well as Opusomni brands, products and services, which we call the “Opusomni Services” or “Services”. By using or accessing the Opusomni Services, you agree to this Statement, as updated from time to time in accordance with Section 11 below. Additionally, you will find resources at the end of this document that help you understand how Opusomni works.

Because Opusomni provides a wide range of Services, we may ask you to review and accept supplemental terms that apply to your interaction with a specific app, product, or service. To the extent those supplemental terms conflict with this SRR, the supplemental terms associated with the app, product, or service govern with respect to your use of such app, product or service to the extent of the conflict.

### **1. Privacy**

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use Opusomni and how we collect and can use your content and information. We encourage you to read the Privacy Policy, and to use it to help you make informed decisions.

### **2. Sharing Your Content and Information**

We grant you an exclusive, non-transferable, and non-sub-licensable license to use any content or information you compile from our structured and/or semi-structured data sets. You will not modify or create derivative works of our structured and/or semi-structured data sets unless we give you express written permission. In addition:

1. For Member generated content you post on Opusomni that is covered by intellectual property rights, like photos, presentations, documents, and videos (IP content), you specifically give us the following permission, subject to your privacy

- and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Opusomni (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
  3. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, including how you can control what information other people may share with applications, read our Privacy Policy.)
  4. When you publish content or information using a Public Profile, it means that you are allowing everyone who participates in Opusomni (Members and Visitors) to access and use that information, and to associate it with you (i.e., your name and profile picture). Further, when you publish content or information using a Public Profile, it means that you give express consent to us for any health-related and/or education-related content, and that if you are under the age of eighteen (18), you represent that a parent or legal guardian gives express consent to us for any health-related and/or education-related content.
  5. When you publish content or information in the form of Public Comments on public Forums within Opusomni, it means that you are allowing everyone, including people off of Opusomni, to access and use that information, and to associate it with you (i.e., your name and profile picture). Further, when you publish content or information in the form of Public Comments on public Forums within Opusomni, it means that you give express consent to us for any health-related and/or education-related content, and that if you are under the age of eighteen (18), you represent that a parent or legal guardian gives express consent to us for any health-related and/or education-related content.
  6. We always appreciate your feedback or other suggestions about Opusomni, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).
  7. You can obtain a PDF version of your Member generated content upon request.

### 3. **Safety**

We do our best to keep Opusomni safe, but we cannot guarantee it. We need your help to keep Opusomni safe, which includes the following commitments by you:

1. You will not post unauthorized commercial communications (such as spam) on Opusomni.
2. You will not collect Members' or Visitors' content or information, or otherwise access Opusomni, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Opusomni.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any Member or Visitor.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not use Opusomni to do anything unlawful, misleading, malicious, or discriminatory.
9. You will not do anything that could disable, overburden, or impair the proper working or appearance of Opusomni, such as a denial of service attack or interference with page rendering or other Opusomni functionality.
10. You will not facilitate or encourage any violations of this Statement or our policies.

#### 4. **Registration and Account Security**

Opusomni Members and Visitors provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on Opusomni, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.
4. You will not use your personal content primarily for your own commercial gain.
5. You will not use Opusomni if you are a convicted sex offender.
6. You will keep your contact information accurate and up-to-date.

7. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
8. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
9. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a Member's or Visitor's actual name).

## 5. **Protecting Other People's Rights**

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on Opusomni that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Opusomni if we believe that it violates this Statement or our policies.
3. We provide you with tools to help you protect your intellectual property rights. To learn more, visit our [Digital Millennium Copyright Act Policy & Procedure](#).
4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
6. You will not use our copyrights or Trademarks or any confusingly similar marks, except with our prior written permission.
7. If you collect information from Members and Visitors, you will: obtain their consent, make it clear you (and not Opusomni) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on Opusomni.
9. You will not tag users or send email invitations to non-users without their consent. Opusomni offers social reporting tools to enable users to provide feedback about tagging.

## 6. **Mobile and Other Devices**

1. We currently provide our mobile services at no additional charge, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.
2. In the event you change or deactivate your mobile telephone number, you will update your account information on Opusomni within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
3. You provide consent and all rights necessary to enable Members and Visitors to sync (including through an application) their devices with any information that is visible to them on Opusomni.

## 7. **Payments**

If you make a payment on Opusomni, you agree to our Payments Terms unless it is stated that other terms apply. If you cancel a monthly subscription on Opusomni, you will not be charged at the next regular billing cycle or subsequent monthly billing cycles. If you have paid for Assessments and cancel a monthly subscription, you will not receive a refund for Assessments. If you have not paid for Assessments and cancel a monthly subscription, you will not be charged for Assessments.

## 8. **About Advertisements and Other Commercial Content Served or Enhanced by Opusomni**

Our goal is to deliver advertising and other commercial or sponsored content that is valuable to our users and advertisers. In order to help us do that, you agree to the following:

1. You give us permission to use your name, profile picture, content, and information in connection with commercial, sponsored, or related content (such as a brand or other content you express an opinion about) served or enhanced by us. This means, for example, that you permit a business or other entity to pay us to display your name and/or profile picture with your content or information, without any compensation to you. If you have selected a specific audience for your content or information, we will respect your choice when we use it. If you are under the age of eighteen (18), you represent that a parent or legal guardian also agrees to this section on your behalf.
2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.
4. You understand Opusomni may receive financial, in-kind, or other incentives, commissions, or things of value to deliver advertising and display commercial,

sponsored, or related content of another company's or individual's products or services.

9. **Special Provisions Applicable to Pages**

If you create or administer a Page on Opusomni, or run a promotion or an offer from your Page, you agree to our Pages Terms.

10. **Special Provisions Applicable to Software**

1. If you download or use our software, such as a stand-alone software product, an app, or a browser plugin, you agree that from time to time, the software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.
2. You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless we give you express written permission.

11. **Amendments**

1. We'll notify you before we make changes to these terms and give you the opportunity to review and comment on the revised terms before continuing to use our Services.
2. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.
3. Your continued use of the Opusomni Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

12. **Termination**

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Opusomni to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 8.3, and 13-17.

13. **Disputes**

1. This Statement, including this Statement's interpretation, shall be treated as though it were executed and performed in St. Louis, Missouri. The laws of the State of Missouri will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. ANY CAUSE OF ACTION BY YOU ARISING OUT OF OR RELATING TO YOUR USE OF OPUSOMNI OR THIS STATEMENT MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES OR BE FOREVER WAIVED AND BARRED. The language in this Statement will be interpreted in accordance with its fair meaning and not strictly for or against either party.
2. You agree that any dispute between you and Opusomni arising out of or relating to the Opusomni Services or this Statement shall be decided by neutral, binding arbitration in St. Louis, Missouri and that the arbitrator shall render an award in accordance with the substantive laws of Missouri. A final judgment or award by the arbitrator may then be duly entered and recorded by the prevailing party in appropriate court as final judgment. The arbitrator shall award costs (including, without limitation, the arbitrator's fee and reasonable attorney's fees) to the prevailing party.
3. This agreement to arbitrate will not preclude you or Opusomni from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration, or confirm an arbitral award from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude your or Opusomni from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. THE PROPER VENUE FOR ANY ACTION PERMITTED UNDER THIS SUBSECTION REGARDING "EQUITABLE RELIEF" WILL BE THE FEDERAL AND STATE COURTS LOCATED IN ST. LOUIS, MISSOURI; THE PARTIES HEREBY WAIVE ANY OBJECTION TO THE VENUE AND PERSONAL JURISDICTION OF SUCH COURTS.
4. WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND OPUSOMNI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Opusomni agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.
5. If anyone brings a claim against us related to your actions, content or information on Opusomni, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for Member and Visitor conduct, we do not control or direct Members' or Visitors' actions on Opusomni and are not responsible for the content or information Members or Visitors transmit or share on Opusomni.

We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Opusomni. We are not responsible for the conduct, whether online or offline, of any Member or Visitor of Opusomni.

6. WE TRY TO KEEP OPUSOMNI UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING OPUSOMNI AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT OPUSOMNI WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT OPUSOMNI WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. OPUSOMNI IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR OPUSOMNI, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR OPUSOMNI WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OPUSOMNI'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### 14. **Special Provisions Applicable to Members and Visitors Outside the United States**

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to Members, Visitors, and non-Members/Visitors who interact with Opusomni outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Opusomni (such as advertising or payments) or operate a Platform application or website. You will not use Opusomni if you are prohibited from receiving products, services, or software originating from the United States.

## 15. **Definitions**

1. By "Opusomni" or "Opusomni Services" we mean the features and services we make available, including through (a) our website at [www.opusomni.com](http://www.opusomni.com) and any other Opusomni branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the Like button, the Share button and other similar offerings; and (d) other media, brands, products, services, software (such as a toolbar), devices, or networks now existing or later developed. Opusomni reserves the right to designate, in its sole discretion, that certain of our brands, products, or services are governed by separate terms and not this SRR.
2. By "Platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from Opusomni or provide data to us.
3. By "information" we mean facts and other information about you, including actions taken by Members, Visitors, and non-Members/Visitors who interact with Opusomni.
4. By "content" we mean anything you or other Members or Visitors post, provide or share using Opusomni Services.
5. By "data" or "Member or Visitor data" or "Members' or Visitors' data" we mean any data, including a Member's or Visitor's content or information that you or third parties can retrieve from Opusomni or provide to Opusomni through Platform.
6. By "post" we mean post on Opusomni or otherwise make available by using Opusomni.
7. By "use" we mean use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.

9. By “Trademarks” we mean the list of trademarks provided on the Site Governance page.

16. **Other**

1. This Statement is an agreement between you and Translational Education, LLC. References to “us,” “we,” and “our” mean Translational Education, LLC.
2. This Statement makes up the entire agreement between the parties regarding Opusomni, and supersedes any prior agreements.
3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
4. If we fail to enforce any of this Statement, it will not be considered a waiver.
5. Any amendment to or waiver of this Statement must be made in writing and signed by us.
6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
8. Nothing in this Statement shall prevent us from complying with the law.
9. This Statement does not confer any third party beneficiary rights.
10. We reserve all rights not expressly granted to you.
11. You will comply with all applicable laws when using or accessing Opusomni.