

TERMS OF SERVICE

IMPORTANT! If you are not of legal age to form a binding contract (in many places, this is 18 years old), then you must get your parent or guardian to read these terms and agree to them for you, before you use Quiddis or provide any information to us. Please review this agreement with your parent or guardian so that you both understand how Quiddis works and what restrictions apply to your use of our websites and services. Remember, always get an adult's permission before going online.

TERMS OF SERVICE

Effective date: March 31, 2016

Thanks for using Quiddis! There are some rules you need to agree to before you use our websites and services ("Services"). The word "Services" in this context means not only the Quiddis.com website, but also all the other websites, products, services and applications made available by Quiddis (for example, the Quiddis Android app available via the Android Marketplace, and the Quiddis iPhone and iPad apps available at the Apple App Store). If you have any questions, comments or concerns regarding these Terms or the Services, please contact us at contact@quiddis.com, +39 02 97280169, or E-level Communication S.r.l. – Piazza Liberazione, 25 – 20013 – Magenta (MI) – Italy

Terms of contract

These Terms of Service (the "Terms") are a binding contract between you and E-level Communication S.r.l. ("E-level" or "we" or "us"). You must agree and accept all of the Terms, or you don't have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services.

These Terms include the provisions in this document, and in the [Quiddis Privacy Policy](#), [Quiddis Use Policy](#), [DMCA Takedown Policy](#), [Quiddis](#)

[Store Policies](#), and [Quiddis Apple Application Terms](#) each of those is explained in more detail below.

Our Services are constantly changing, to keep up with the dynamic needs of learners everywhere - so, these Terms might need to change, too. If they do change, we will do our best to tell you in advance by placing a notification on the TeByApp.com website, or we might send you an email. In certain situations (for example, where a change to the Terms is necessary to comply with legal requirements), we may not be able to give you advance notice. Changes to the [Quiddis Privacy Policy](#) will be provided in advance.

If you don't like the new Terms, you are free to reject them - unfortunately, that means you won't be able to use the Services anymore. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the Terms.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

Privacy polices

Quiddis takes the privacy of its users very seriously. For the entire current [Quiddis Privacy Policy, please click here](#), but we've included some information below related to the Children's Online Privacy and Protection Act ("COPPA")- referred to USA users - and "Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 and subsequent ("95/46/EC") - referred to European and rest of the world users, (below: "Children's Online Privacy Polices" or "COPP")

COPP requires that online service providers obtain parental consent before they collect personally identifiable information online from children who are under 13 (for USA law). Therefore, we only collect personal information through the Services from a child under 13 where that student's school, district, and/or teacher has agreed (via the terms described in the following paragraph) to obtain parental consent for that child to use the Services and disclose personal information to us, for the use and benefit of the learning environment. If you are a student under 13, please do not send any personal information about yourself to us if your school, district, and/or teacher has not obtained this prior consent

from your parent or guardian, and please do not send any personal information other than what we request from you in connection with the Services. If we learn we have collected personal information from a student under 13 **without** parental consent being obtained by his or her school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at contact@quiddis.com.

If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with COPP, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. You are responsible for understanding how any Publisher Software (defined and described below) that you install on behalf of yourself or other users may collect and use information of users of Quiddis's Services. When obtaining consent, you must provide parents and guardians with our [Privacy Policy](#). You must keep all consents on file and provide them to us if we request them. For more information on [COPP, please click here](#). If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of COPP compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

Basics of using Quiddis

First, you have to sign up for an account, and select a password and user name ("Quiddis User ID"). Also, if you are a school or district, you may be permitted to register a school or district "subdomain" within Quiddis.com (an "Quiddis Subdomain"). You promise to provide us with accurate, complete, and updated registration information about yourself. You can't select for your Quiddis User ID a name that you don't have the rights to use or another person's name with the intent to impersonate that person, nor can you select a Quiddis Subdomain name that you don't have the right to use. In certain situations, your Quiddis User ID may be selected for you by your school or district; the same rules apply

to them when they select a Quiddis User ID for you. You may not transfer your account to anyone else without our prior written permission.

If you are a school, district, or teacher, Quiddis will generate an access code for you to use with each limited access group you administer (an "Access Code"). You would distribute the Access Code only to those members of your group that you wanted to view what was going on within that group. Everyone to whom a group administrator distributes the Access Code to will be a member of that "Limited Access Group."

You represent and warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf, as we described earlier). If you're agreeing to these Terms on behalf of an organization or entity (for example, if you're an administrator agreeing to these Terms on behalf of your district), you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms.

You promise to only use the Services for your personal, internal, non-commercial, educational use, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for you using the Services in a way that breaks the law.

Also, your use of the Services is subject to our [Use Policy](#), which outlines what you can and can't do with and on the Services. Read the [Use Policy](#) carefully, and please be a good digital citizen at all times - we are all in this together! A violation of the [Use Policy](#) will be grounds for termination of your right to use or access the Services.

Intellectual Property

1. The Content

The materials displayed or performed on the Services (including, but not limited to, text, graphics, articles, photos, images, illustrations, User Submissions - defined below-, and so forth) (the "Content") are protected by copyright and other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Quiddis's) rights. For example, if someone shares a really creative lesson plan with you on Quiddis, that doesn't mean you can print it out and start distributing it to other people - unless the owner specifically told you in writing that you could.

You understand that Quiddis owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), creative derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply.

2. User Submissions

Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission." Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our [Privacy Policy](#) to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant Quiddis a license to translate, modify (for technical purposes, for example making sure your content is viewable on your iPhone as well as your computer) and reproduce such User Submission, in each case to enable us to operate the Services, as described in more detail below. This is a license only - your ownership in User Submissions is not affected.

If you store a User Submission in your own personal Quiddis account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), you grant Quiddis the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of displaying that Personal User Submission to you and providing you the Services necessary to do so.

If you share a User Submission only within a Limited Access Group, or otherwise in a manner that only certain specified users can view (for example, a private message to one or more other users) (each, a "Limited Access User Submission"), then you grant Quiddis the license above, as well as a license to display, perform, and distribute your Limited Access User Submission for the sole purpose of displaying that Limited Access User Submission to other members of that Limited Access Group (or to such specified users, as applicable) and providing you the Services necessary to do so. Also, you grant the other members of that Limited Access Group (or such specified users, as applicable) a license to access that Limited Access User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services. For example, if you share a worksheet (that can be completed through the Services) with students in your Limited Access Group, you grant your students the rights necessary to view that worksheet and fill it out, and return it to you.

If you share a User Submission in a public "community" on the Services or in a manner that more than just you or your Limited Access Group can view (a "Public User Submission"), then you grant Quiddis the license above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of displaying that Public User Submission to all Quiddis users and providing you the Services necessary to do so, as well as

all other rights necessary to use and exercise all rights in that Public User Submission in connection with Quiddis, provided that Quiddis will try to notify you if it uses your Public User Submission for any reason other than displaying it on the Services. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, irrevocable, and worldwide, for as long as your User Submissions are stored with us. When you delete your Quiddis account, we will stop displaying your User Submissions to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from Quiddis's records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that Quiddis, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media.

3. DMCA Takedown Policy (USA users)

You may have heard of the Digital Millennium Copyright Act ("DMCA"), as it relates to online service providers like Quiddis removing material that they believe in good faith violates someone's copyright.

To learn more about [DMCA, click here](#). [Quiddis's DMCA Takedown Policy is here](#).

Content and service responsibility

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom

such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites containing, information you may find offensive or inappropriate; we can't control that, but please let us know if it happens and we'll try to remedy the situation.

We also can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services. But that doesn't mean we don't take security seriously; students are only permitted to access the Services within their Limited Access Groups, we require teachers, schools, and districts guard their Access Codes with the appropriate confidentiality, as described in the [Use Policy](#), we enable teachers with moderation tools for monitoring content within Limited Access Groups, and student accounts are not enabled to "browse" groups to join (a student is only permitted to view and join a group he or she has been given an Access Code to).

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned, operated, or controlled by Quiddis. When you access third party websites or use third party services (including, without limitation, your use of Publisher Software, defined below), you accept that there are risks in doing so, and that Quiddis is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

Quiddis has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed

in any third party websites or by any third party that you interact with through the Services. In addition, Quiddis will not and cannot monitor, verify, censor or edit the content of any third party site or service (including without limitation the Publisher Software). By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties (including without limitation Publishers). You agree that Quiddis shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that Quiddis is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Quiddis, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

Service changes

Quiddis is a dynamic learning tool, so the Services will change over time. We may change, suspend, or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right

to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), or without any reason, and without notice.

Service Price Policy

The basic Quiddis Services are free and always will be - that is, we don't charge for signing up for a basic, individual Quiddis account, or for a basic school or district subdomain. However, we may offer certain premium products and services for a fee, including software available through the Quiddis Store. This does not mean that if you're currently using one of the basic accounts described above, that we'll "reclassify" it as premium account in the future and start charging you to use it.

Quiddis Store

Depending on the type of user account you have registered for, you may be able to download or use software from third party publishers ("Publisher Software") via the Quiddis Store (the "Store"), which can be incorporated into your Quiddis experience. Please [click here for the Quiddis Store Policies](#). Student accounts are not permitted or enabled to download Publisher Software without their teacher's authorization.

Though you can download and access the Publisher Software through the Services, please note that the Publisher Software is being provided by a third party (a "Publisher") and not by Quiddis, so we don't have any control over or responsibility for the Publisher Software. In addition to these Terms with respect to Publisher Software, your download or use of Publisher Software is governed by the terms of any agreement between you and the applicable Publisher offering such Publisher Software. Quiddis prohibits Publishers from collecting or using any information beyond what Quiddis itself collects and uses pursuant to its Privacy Policy, but this does not mean we are responsible for reviewing or verifying the accuracy of any Publisher's data collection or use

policies. **Each Publisher also has its own data collection and use policies (separate from Quiddis's own [Privacy Policy](#)), so please review those carefully as well before you opt to download or use any Publisher Software.**

Quiddis's user termination

You're free to do that at any time by sending a mail to contact@quiddis.com; please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

Quiddis is also free to terminate (or suspend access to) your use of the Services or your account, for any reason, including your breach of these Terms. Quiddis has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important documents you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, or would not be in the interest of someone's safety or security to do so.

If you have deleted your account by mistake, contact us immediately at contact@quiddis.com - we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

Use of Quiddis's apps

These Terms apply to your use of all the Services, including the app available via the Apple, Inc. ("Apple") App Store (the "Application"), but additional terms also apply to the Application, which you can [see here](#).

Warranty Disclaimer

Quiddis does not make any representations or warranties concerning any content contained in or accessing through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We make no representations or warranties regarding suggestions or recommendations of services or products (including Publisher Software) offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from Quiddis or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES, CONTENT, WEBSITE, AND ANY SOFTWARE ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. (We're not yelling, we just want to make sure you pay attention!).

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR

OTHERWISE) SHALL Quiddis BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO Quiddis IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU. (Again, not yelling!)

Indemnity

You agree to indemnify and hold Quiddis, its affiliates, officers, agents, employees, contractors, and partners harmless for and against any and all claims, liabilities, damages (actual and consequential), losses, and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment

You may not assign, delegate, or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Quiddis's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law and Arbitration

These Terms are governed by and will be construed under the laws of the State of Italy, without regard to the conflicts of laws provisions

thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Milano, Italy, in Italian, in accordance with the Regolamento Arbitrale of Camera Arbitrale di Milano then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of arbitrators in accordance with the Camera Arbitrale's Arbitration Rules and Procedures. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the Italian Court located in Milan.

Miscellaneous

You will be responsible for withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Quiddis agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Quiddis, and that it supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms, and that all modifications to these Terms must be in a writing signed by both parties (except as otherwise provided herein). No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind Quiddis in any respect whatsoever. Except as expressly set forth in the [Apple Application Terms](#), you and Quiddis agree there are no third party beneficiaries intended under this Agreement.