



## Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities (“Statement”) governs our relationship with users and others who interact with Flagship LMS. By using or accessing Flagship LMS, you agree to this Statement.

### 1. Privacy

- 1.1. Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use Flagship LMS to share with others 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 make informed decisions.

### 2. Sharing Your Content and Information

- 2.1. You own all of the content and information you post on Flagship LMS, and you can control how it is shared through your application settings. In addition:
- 2.2. For content that is covered by intellectual property rights, like photos and videos (“IP content”), you specifically give us the following permission, subject to your 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 Flagship LMS (“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.
- 2.3. 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).
- 2.4. When you add an application and use Flagship LMS, your content and information is shared with the application. We require applications to respect your privacy settings, but your agreement with that application will control how the application can use the content and information you share.
- 2.5. When you publish content or information, users will have access to that information and we may not have control over what they do with it.
- 2.6. We always appreciate your feedback or other suggestions about Flagship LMS, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

### 3. Safety

- 3.1. We do our best to keep Flagship LMS safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments:
- 3.2. You will not send or otherwise post unauthorized commercial communications (such as spam) on Flagship LMS.
- 3.3. You will not collect users’ content or information, or otherwise access Flagship LMS, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
- 3.4. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Flagship LMS.
- 3.5. You will not upload viruses or other malicious code.
- 3.6. You will not solicit login information or access an account belonging to someone else.
- 3.7. You will not bully, intimidate, or harass any user.
- 3.8. You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
- 3.9. You will not develop or operate a third-party application containing, or advertise or otherwise market alcohol-related or other mature content without appropriate age-based restrictions.
- 3.10. You will not use Flagship LMS to do anything unlawful, misleading, malicious, or discriminatory.



- 3.11. You will not do anything that could disable, overburden, or impair the proper working of Flagship LMS, such as a denial of service attack.
- 3.12. You will not facilitate or encourage any violations of this Statement.
4. Registration and Account Security
  - 4.1. Flagship LMS users 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:
  - 4.2. You will keep your contact information accurate and up-to-date.
  - 4.3. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
5. Protecting Other People's Rights
  - 5.1. We respect other people's rights and expect you to do the same.
  - 5.2. You will not post content or take any action on Flagship LMS that infringes or violates someone else's rights or otherwise violates the law.
  - 5.3. We can remove any content or information you post on Flagship LMS if we believe that it violates this Statement.
  - 5.4. 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.
  - 5.5. If you repeatedly infringe upon other people's intellectual property rights, we will disable your account when appropriate.
  - 5.6. You will not use any copyrights, trademarks, or service marks held by us (including Flagship LMS or myFlagship LMS) or any confusingly similar marks, without our written permission.
  - 5.7. If you collect information from users, you will: obtain their consent, make it clear you (and not Flagship LMS) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
  - 5.8. You will not post anyone's identification documents or sensitive financial information on Flagship LMS.
  - 5.9. You will not send email invitations to non-users without their consent.
6. Termination
  - 6.1. If you violate the letter or spirit of this Statement, or otherwise create possible legal exposure for us, we can stop providing all or part of Flagship LMS 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.
7. Disputes
  - 7.1. You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to this Statement or Flagship LMS exclusively in a state or federal court located in York County, Pennsylvania. The laws of the State of Pennsylvania will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in York County, Pennsylvania for the purpose of litigating all such claims.
  - 7.2. If anyone brings a claim against us related to your actions, content or information on Flagship LMS, 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.
  - 7.3. WE TRY TO KEEP Flagship LMS SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING Flagship LMS "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 Flagship LMS WILL BE SAFE OR SECURE. INTERACTYX OR ANY OF ITS SUBSIDIARIES, AFFILIATES OR CONTENT PROVIDERS ARE 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 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS 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 Flagship LMS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR Flagship LMS WILL NOT EXCEED THE GREATER OF TEN DOLLARS (\$10) 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, Flagship LMS' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### Special Provisions Applicable to Users 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 users outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
  - 1.1. 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 Flagship LMS (such as payments for contents)
2. Definitions
  - 2.1. By "Flagship LMS" we mean the features and services we make available, including through (a) our website @flagshiplms.com and any other Flagship LMS branded or cobranded websites (including subdomains, international versions, widgets, and mobile versions and (b) other media, software (such as a toolbar), devices, or networks now existing or later developed.
  - 2.2. By "us," "we" and "our" we mean Flagship LMS, LLC.
  - 2.3. By "information" we mean facts and other information about you, including actions you take.
  - 2.4. By "content" we mean anything you post on Flagship LMS that would not be included in the definition of "information."
  - 2.5. By "data" we mean content and information that third parties can retrieve from Flagship LMS or provide to Flagship LMS.
  - 2.6. By "post" we mean post on Flagship LMS or otherwise make available to us (such as by using an application).
  - 2.7. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
  - 2.8. By "active registered user" we mean a user who has logged into Flagship LMS at least once in the previous 30 days.



2.9. By “application” we mean any application or website that uses or accesses Flagship LMS, as well as anything else that receives data.

3. Other

- 3.1. This Statement makes up the entire agreement between the parties regarding Flagship LMS, and supersedes any prior agreements.
- 3.2. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
- 3.3. If we fail to enforce any of this Statement, it will not be considered a waiver.
- 3.4. Any amendment to or waiver of this Statement must be made in writing and signed by us.
- 3.5. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
- 3.6. 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.
- 3.7. Nothing in this Statement shall prevent us from complying with the law.
- 3.8. This Statement does not confer any third-party beneficiary rights.