

TERMS OF USE

Acceptance of Terms of Use

This Terms of Use Agreement (the “Agreement”) states the terms and conditions under which you may use this web site (the “Site”). Please read the Agreement carefully. The Site contains various information relating to Child Enrichment in the form of text, graphics, news, reports, and other materials (tangible or intangible) (“Content”). By accessing, browsing and/or using the Site you acknowledge that you have read, understood, and agree to be legally bound by the Agreement. If you do not accept the Agreement (and therefore do not agree to be bound by it), do not use the Site. Child Enrichment reserves the right to amend the Agreement at any time by posting the amended terms on the Site.

Restrictions on Use of Materials

You acknowledge that the Site contains Content that is protected by copyrights, trademarks, service marks, trade secrets, patents, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Content is and shall remain the property of Child Enrichment or any other party (each a “Contributor”) who has been involved in the preparation or publication of the Content. You shall at no time assert any claims of ownership over any content by reason of your use of or any right to use the Site and shall not grant or create or suffer to exist any lien or other security interest arising therefrom. You agree to comply with all copyright and trademark laws and you shall not encumber any interest in, or assert any rights to, the Content.

You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. You may print copies of the Content, provided that these copies are made only for personal, non-commercial use and that you

maintain any notices contained in the Content, or maintained by the Contributor, such as all copyright notices, trademark legends, or other proprietary rights notices. You shall not store electronically any significant portion of any Content. Child Enrichment authorizes you to view and use the Content on the Site solely for your personal, noncommercial use. The use of the Content on any other site, including by linking or framing, or in any networked computer environment for any purpose is prohibited without Child Enrichment's prior written approval.

Links to Other Sites

As a convenience to you, the Site provides links to third-party websites of entities, organizations, and persons with whom Child Enrichment may or may not associate from time to time ("Third-Party Sites") where we believe you will find such information useful or of interest. While Child Enrichment tries to provide accurate and quality information, our decision to link to a Third-Party Site is not an endorsement of the content in the linked Third-Party Site.

Child Enrichment is not responsible for the content of any third-party web site, nor does Child Enrichment make any warranties or representations, express or implied, regarding the content (or the accuracy of such content) on any third-party web sites, and Child Enrichment shall have no liability of any nature whatsoever in relation to any of the foregoing.

You should take precautions when downloading files from this and all Third-Party Sites to protect your computer from viruses and other destructive programs. If you decide to access linked Third Party Sites, you do so at your own risk. Once you click on a link connecting you to a Third-Party Site, your use of that site and the collection and use of your personal information at the site will be governed by the Third-Party Site's terms of use and/or privacy policy, and not by the Terms of Use and/or Privacy Policy of this Site. You should direct any concerns regarding the Third-Party Site to the Third-Party Sites'

administrator or webmaster.

Disclaimer of Warranty

The content provided on the site is provided as a service to members of the public. Information presented on the site is provided for informational purposes only. No information presented on the site constitutes legal, financial or medical advice, nor does it create an attorney-client, doctor patient, fiduciary, or counseling relationship between Child Enrichment and any other party. You acknowledge and agree that the site and the content therein are provided on an “as is” and “as available” basis. None of Child Enrichment, any of its respective officers, directors, employees, or agents (collectively “Child Enrichment”) guarantees the accuracy, completeness, or usefulness of any of the content. Child Enrichment does not warrant that the site will be uninterrupted or error-free or that the site, its server, or any files available for downloading through the site are free of computer viruses or other harmful elements. You expressly agree that the entire risk as to the quality and performance of the site and the accuracy or completeness of the content is assumed solely by you. Child Enrichment does not make, and hereby specifically disclaims any, representations, endorsements, guarantees, or warranties, express or implied, regarding the site or any content, including without limitation, the implied warranties of merchantability and fitness for a particular purpose and non-infringement of third-party rights. Without limiting the generality of the foregoing, Child Enrichment disclaims any warranties with respect to any results that may be obtained from the use of the site.

Limitation of Liability

Under no circumstances will Child Enrichment be liable for any loss or damage caused by your reliance on information obtained through the content on the site, including without limitation any loss or damage caused by your reliance on information obtained from third party sites to which this site is linked. It is your responsibility to evaluate the

accuracy, completeness, or usefulness of any information or any content available through the site.

In no event shall Child Enrichment be liable for any direct, indirect, incidental, special, or consequential damages arising out of or relating to the content, service, or the agreement, whether based on warranty, contract, tort, or any other legal theory.

Because some jurisdictions do not allow the exclusion or limitation of liability for negligence, consequential, or incidental damages, in such jurisdictions Child Enrichment's liability is limited to the greatest extent permitted by law.

Your sole and exclusive remedy for dissatisfaction with the site is to stop using the site.

No Framing Allowed

Elements of the Site 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 for our Site may be retransmitted without the express written consent of Child Enrichment.

Copyright Complaints

The designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act is Maureen McManus, Child Enrichment Inc., 2300 Walden Drive, Augusta, GA 30904.

Termination

Child Enrichment reserves the right, in its sole discretion, to restrict, suspend, or terminate the Agreement and your access to all or any part of the Site or the Content, at any time and for any reason without prior notice or liability. Child Enrichment reserves the right to change, suspend, or discontinue all or any part of the Site or the content at any time without prior notice or liability.

User Must Comply with Applicable Laws

The Site is based in the State of Georgia. Child Enrichment makes no claims concerning whether the Content may be downloaded or are appropriate for use outside of the United States. If you access the Site from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

Miscellaneous

You agree to use the Content and the Site only for lawful purposes. You are prohibited from any use of the Content or the Site that would constitute an illegal offense, give rise to liability, or otherwise violate any applicable local, state, national, or international law or regulation. The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, except with regard to its conflicts of law rules. Any action relating to the Content, Site or the Agreement must be brought in the federal or state courts located in the metropolitan Atlanta, Georgia area, and you hereby irrevocably consent to the jurisdiction of such courts. Any cause of action you may have with respect to the Content, Site or the Agreement must be commenced within one (1) year after the claim or cause of action arose, or is barred.

The Agreement contains the entire agreement of the parties for the Site and supersedes all existing agreements and all other oral, written, or other communication between the



parties concerning its subject matter. In the event that any portion of the Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect.

The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of the Agreement. Child Enrichment's failure to enforce your strict performance of any provision of the Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of the Agreement. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement.