

1. ACCEPTANCE OF TERMS

Biglearners LLC(hereafter called "Biglearners") provides its service to you, subject to the following Terms of Service ("TERMS OF USE") for www.Biglearners.com (the "Website"), which may be changed by us from time to time without notice to you. When using particular Biglearners services, you and Biglearners shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TERMS OF USE.

2. DESCRIPTION OF SERVICE

Biglearners currently provides users with a service to help enhance your skills at mathematics and language (the "Service"). Unless explicitly stated otherwise, any new features that adds to or enhances the current Service, including the release of new Biglearners properties, shall be subject to the TERMS OF USE. You understand and agree that the Service is provided "as-is" and that Biglearners assumes no responsibility for the timeliness, deletion, non-delivery or failure to store any user communications or personalization settings. Biglearners reserves the rights to change, remove, add, or modify any parts of the "Service" at any times without informing the users.

In order to use the Service, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

3. PERMISSIBLE USE OF WEBSITE

You agree that:

- a. Your use of the Biglearners Website is subject to and governed by these terms of use;
- b. Only persons at least 18 years of age (or those under 18 years of age with a parent or guardian's permission) may access or use Biglearners and transact business with Biglearners;
- c. You will comply with and be bound by the TERMS OF USE in its then-current form as it appear on Biglearners each time you access and use the Website;
- d. Each visit to Biglearners by you indicates and confirms your assent to and agreement to be bound by our TERMS OF USE; and
- e. The TERMS OF USE is a legally binding and enforceable agreement between yourself and Biglearners.
- f. You agree not to use or attempt to use the Website for any purpose that:
 - is any way unauthorized, unlawful or prohibited, or that is harmful or destructive to Biglearners or any third party;
 - transmits any advertisements, solicitations, schemes, spam, flooding, unsolicited e-mail, or other unsolicited commercial communications;
 - transmits any harmful or disabling computer codes, spyware, adware or viruses;
 - interferes with Biglearners's network services;
 - attempts to gain unauthorized access to Biglearners's network services or proprietary information;

- impairs or limits Biglearners's ability to operate the Website or any other person's ability to access and use the Website;
 - uses any methods, means, or devices to access the Website or cause access to the Website for purposes of manipulating the results of any Internet search engine, or for any other purpose other than conducting business with Biglearners;
 - unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;
 - harms minors in any way, including, but not limited to, uploading content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;
 - uploads pornographic, violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
 - harms, threatens, harasses, abuses or intimidates another person in any way or involves images or content that depicts, promotes, encourages, indicates, advocates or tends to incite the commission of a crime or other unlawful activities;
 - dilutes or depreciates the name and reputation of Biglearners or any of its officers, agents, representatives or affiliates;
 - uploads any content or images that infringes any third party's intellectual property rights or infringes any third party's right of privacy; and/or
 - unlawfully uploads any confidential, proprietary or trade secret information.
- g.** You will use the content on our website for educational purposes in any home, school, or other educational environment.
- h.** You may not reproduce any of our content for any purposes, upload or link it to other websites, store, or transmit it in any form without prior written consent of Biglearners.com.

4. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Biglearners has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Biglearners has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

5. MEMBERSHIP AND BILLING

Memberships

You can find the specific details regarding your membership with Biglearners at any time. Simply sign in to your Biglearners account, go to the account profile.

a. Billing

By starting your Biglearners membership, you are expressly agreeing that we are authorized to charge you the membership fee associated with the type of membership (yearly) you chose during registration. You agree that we are authorized to charge you the membership fee at the then-current rate to the Payment Method you provided during registration (or to a different Payment Method if you change your account

information). Please note that prices and charges are subject to change with notice. As used in these Terms of Service, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership or year thereafter unless and until you cancel your membership. Membership charges are fully earned upon payment.

You acknowledge that the amount billed each billing period may vary for reasons that include differing amounts due to changes in your membership plan, and you authorize us to charge your Payment Method for such varying amounts. **Payments are nonrefundable and there are no refunds or credits for partially used periods.** We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by e-mail. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information from your Account management page. To access your Account management page sign in to your Biglearners parent account, go to account profile, and click Enter on the "Billing and Payments" tab. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

b. Ongoing Membership

Your Biglearners membership will continue in effect unless and until you cancel your membership or we terminate it. You must cancel your membership before it renews each billing period in order to avoid billing of the next membership fee to your Payment Method. We will bill the membership fee at the then-current rate plus any applicable tax to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Membership fees are fully earned upon payment.

c. Cancellation

You may cancel your Biglearners membership at any time, and cancellation will be effective immediately. You will continue to have access to the program until the current billing period ends. We do not provide refunds or credits for any partially used membership periods.

6. BIGLEARNERS PRIVACY POLICY

Registration Data and certain other information about you is subject to our privacy policy. While certain designated parts of this Website employ technologies to secure your data and the transmissions between you and Biglearners, the Internet is an open system and we cannot provide absolute assurances that transmissions cannot be intercepted/decrypted by others.

7. MEMBER ACCOUNT, PASSWORD AND SECURITY

Certain areas or features of this Site are restricted to users who have obtained a user identification and password by completing the registration process described on this Website. You will have a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Biglearners of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. You also acknowledge and agree that you are solely responsible for all damages or claims that may arise from any access to or use of this Site by any person to whom you have provided your user identification, password or other identifying information, or by any person who has obtained such information from you, including, but not limited to, any access to or use of this Website that may occur after you have notified us that your user identification, password or other identifying information has been lost, stolen or otherwise compromised. Biglearners cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 7.

Biglearners accounts may not be shared by more than one person unless express authorization is given by Biglearners LLC.

8. MEMBER CONDUCT

You understand that all information including but not limited to data, text, software, photographs, graphics, illustrations, artwork, video, music, sound, messages, names, logos, trademarks, service marks and other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Biglearners, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available via the Service. Biglearners does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will Biglearners be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed, transmitted or otherwise made available via the Service.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

9. INTERNATIONAL USE

You understand and acknowledge that Biglearners controls and operates this Website from within the United States of America. We make no representation that the services or products about which information may be provided on this Website will be available (a) anywhere outside of the United States or (b) in every state within the United States. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable federal, state and/or local laws regarding your access and use of the Website and the transmission of technical data exported from the United States or the country in which you reside.

10. INDEMNITY

If you make any unauthorized use of this Website or violate the Terms and Conditions: (a) you may be in violation of the laws of the United States, as well as applicable state laws, and may be subject to penalties, and (b) you may be responsible for damages caused to Biglearners and/or its Website. You agree to indemnify and hold Biglearners, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TERMS OF USE, or your violation of any rights of another.

11. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

12. MODIFICATIONS TO SERVICE

Biglearners reserves the right at any time and from time to time to modify or temporarily discontinue the Service (or any part thereof) with or without notice. You agree that Biglearners shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service. In the event of

permanent discontinuance of the Service, liability is limited to the paid subscription price, pro-rated to the amount of time remaining on the subscription.

13. TERMINATION

You agree that Biglearners, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, for any reason, including, without limitation, for lack of use or if Biglearners believes that you have violated or acted inconsistently with the TERMS OF USE. Biglearners may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TERMS OF USE may be affected without prior notice, and acknowledge and agree that Biglearners may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Biglearners shall not be liable to you or any third-party for any termination of your access to the Service.

14. LINKS

The Service may provide, or third parties may provide, links to other Internet websites or resources. Because Biglearners has no control over such sites and resources, you acknowledge and agree that Biglearners is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Biglearners shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

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You acknowledge and agree that the Service and any necessary software, all Marks, source code, calculations, products, materials, data, information, text, screens, functionality, services, design, layout, screen interfaces, the "look and feel", and the operation of the Biglearners Website and/or used in connection with the Service ("Website Content") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws and common law principles of trade secret and trade dress in the United States and abroad. Except as expressly authorized by Biglearners or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or Website Content, in whole or in part.

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Biglearners LLC**16. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BIGLEARNERS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. BIGLEARNERS MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
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4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BIGLEARNERS OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.
5. YOU, AND NOT BIGLEARNERS, WILL BEAR THE ENTIRE COST OF ALL SERVICING, REPAIR, CORRECTION OR RESTORATION THAT MAY BE NECESSARY FOR YOUR DATA, SOFTWARE PROGRAMS OR COMPUTER EQUIPMENT BECAUSE OF ANY VIRUSES, ERRORS OR OTHER PROBLEMS YOU MAY HAVE AS A RESULT OF VISITING OR USING THIS WEBSITE.

17. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT BIGLEARNERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BIGLEARNERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

You further agree that Biglearners is not responsible for the acts or omissions of any third parties and shall bear no responsibility (financial or otherwise) as a result of any action or inaction on the part of any third party with respect to your contact information, and/or the Service or otherwise. In the event that you have a problem or issue with a third party or incur damage as a result of third party action or inaction for any reason, you must contact the third party directly to resolve such issue. In the event that your personal data is misused by any third party, Biglearners shall bear no responsibility for such unauthorized dissemination.

18. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 16 AND 17 MAY NOT APPLY TO YOU. HOWEVER, IN NO EVENT SHALL BIGLEARNERS'S TOTAL LIABILITY TO YOU FOR DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, IN ACCESSING THIS WEBSITE.

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Time Sensitive Instructions: When communicating with us through this Website, instant messenger chat or via e-mail, do not use the Website, instant messenger, chat or e-mail to communicate any time-sensitive instructions. Such instructions may not be received or otherwise honored. All transactions conducted on this Website, instant messenger, chat or via e-mail, must be confirmed in writing by us to be accepted by and binding upon us.

E-Signature: General communications through this Website, instant messenger, chat or via e-mail are not intended by us to constitute either an electronic record or an electronic signature, or to constitute any agreement by the sender to conduct a transaction by electronic means, unless a specific statement to the contrary is included in the message and specific e-signature procedures are employed. However, your assent to a "click to accept" button or box is binding upon you.

Recording & Monitoring of Communications: Your communications with us via the Website, instant messenger, chat, e-mail, and telephone may be recorded or monitored and by using such communications methods you are consenting to the recording or monitoring of the same.

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20. GENERAL INFORMATION

The TERMS OF USE and the Privacy Policy constitute the entire agreement between you and Biglearners and govern your use of the Service, superseding any prior agreements between you and Biglearners. You also may be subject to additional terms and conditions that may apply when you use certain additional services, affiliate services, third-party content or third-party software. The TERMS OF USE, Privacy Policy and the relationship between you and Biglearners shall be governed by the laws of the State of Florida without regard to conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms of Service, the Privacy Policy or the use of this Website shall be filed only in the state or federal courts located in San Joaquin County, CA, USA and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. You further agree to waive any rights you may have to a trial by jury. The failure of Biglearners to exercise or enforce any right or provision of the TERMS OF USE shall not constitute a waiver of such right or provision. If any provision of the TERMS OF USE is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TERMS OF USE remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TERMS OF USE must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You agree and acknowledge that we may revise or change these Terms of Service at any time, without notice to you, and you agree that you will be bound by the provisions of these TERMS OF USE as they appear on this Website at the time you access the Website. Continued use of the Website constitutes your agreement to the then-current TERMS OF USE. Because these Terms of Service may change, we encourage you to frequently review them. In addition, you agree and acknowledge that all other content, Services, and materials on or available through this Website are subject to updating and revision without notice to you.

The section titles in the TERMS OF USE are for convenience only and have no legal or contractual effect.

These Terms and Conditions were last revised on September 21st, 2013.