



GreySchool Terms of Service

Welcome to GreySchool, the website and mobile service of Phantom Ninjas (“GreySchool” “we,” or “us”). This page explains the terms by which you may use our online services, website, and software provided on or in connection with the service (collectively the “Service”). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Terms of Service Agreement (“Agreement”) and to the collection and use of your information as set forth in the GreySchool Privacy Policy, whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access the Service (“Users”).

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. **THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION** THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

IMPORTANT: GREYSCHOOL HAS BEEN CREATED IN ORDER TO COMPETE IN A COMPETITION BASED ON TECHNOLOGY ISSUES RELATED TO LAW. THEREFORE, GREYSCHOOL AND ITS CREATORS, PHANTOM NINJAS, ARE NOT TRUE ENTITIES UNDER OHIO LAW. FURTHER, WE HOST OUR SITE, GREYSCHOOL.COM, ON WIX.COM, A WEB HOSTING SERVICE. THUS, IT IS MOST LIKELY THE CASE THAT WIX’S TERMS OF USE PRE-EMPT OURS. WE DRAFTED THESE TERMS IN THE EVENT THAT THEY DO NOT.

Section 1. Use of Our Service

GreySchool provides a web-based learning experience that seeks to teach young cyber-minded individuals the benefits of white-hat hacking versus the pitfalls and issues relating to black-hat hacking. Our Service provides a safe place for these individuals to test their skills, learn to ethically hack, and to realize that their skills can be used to fight the ever-growing issue of cybercrime. Note: GreySchool is a service that is only offered to residents of the U.S. **IMPORTANT:** We host our Service on Wix.com and, as such, their Terms of Use may apply to your use of our site as well.

A. Eligibility

This is a contract between you and GreySchool. You must read and agree to these terms before using the GreySchool Service. If you do not agree, you may not use the Service. If you are a child under 13 years of age, we may need your parent or guardian’s consent before allowing you to use

the Service. Supplemental terms and conditions may apply to some Services, such as rules for a particular competition, promotion, service or other activity, or terms that may accompany certain content accessible through the Services. Supplemental terms and conditions will be disclosed to you in connection with such competition, service or activity. Any supplemental terms and conditions are in addition to these terms and, in the event of a conflict, prevail over these terms. The Service is not available to any Users previously removed from the Service by GreySchool.

B. GreySchool Service

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only and as permitted by the features of the Service. GreySchool reserves all rights not expressly granted herein in the Service and the GreySchool Content (as defined below). GreySchool may terminate this license at any time for any reason or no reason.

C. GreySchool Accounts

Your GreySchool account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another User's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lowercase letters, numbers and symbols, and are at least 16 characters long) with your account. You must notify GreySchool immediately of any breach of security or unauthorized use of your account. GreySchool will not be liable for any losses caused by any unauthorized use of your account.

You may control your User profile and how you interact with the Service by changing the settings in the "Edit My Account" page on our site. By providing GreySchool your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service, special offers, and reminders of your progress. You can unsubscribe from our email reminders. Note that you are not permitted to unsubscribe or opt-out of non-promotional messages regarding your account, such as account verification, password requests, change or updates to features of the Service, or technical and security notices.

D. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more

request messages to the GreySchool servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Wix, our hosting service, may grant the operators of public search engines revocable permission to use spiders to copy materials from GreySchool.com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials – please see Wix’s Terms of Service for more information); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

You are solely responsible for your interactions with other GreySchool Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. GreySchool shall have no liability for your interactions with other Users, or for any User’s action or inaction.

Section 2. User Content

Some areas of the Service allow Users to post content such as profile information, comments, questions, course content and other content or information (any such materials a User submits, posts, displays, or otherwise makes available on the Service is “User Content”). Access to these features may be subject to age restrictions. We claim no ownership rights over User Content created by you. The User Content you create remains yours; however, by sharing User Content through the Service, you agree to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. GreySchool has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content,

asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current or (ix) violates any school or other applicable policy, including those related to cheating or ethics.

You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. GreySchool reserves the right, but is not obligated, to reject and/or remove any User Content that GreySchool believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

- A. Your User Content and GreySchool's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- B. GreySchool may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- C. To the best of your knowledge, all your User Content you provide to us is truthful and accurate.
- D. You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

GreySchool takes no responsibility and assumes no liability for any User Content that you or any other User or third-party posts or sends over the Service. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only

acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that GreySchool shall not be liable for any damages you allege to incur as a result of User Content.

Section 3. User Content License Grant

By posting any User Content on the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to GreySchool a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and GreySchool's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, display, reproduce and perform such User Content solely as permitted through the functionality of the Service and under this Agreement.

Section 4. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "GreySchool Content"), and all Intellectual Property Rights related thereto, are the exclusive property of GreySchool and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any GreySchool Content. Use of the GreySchool Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to, or we may invite you to, submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place GreySchool under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, GreySchool does not waive any rights to use similar or related ideas previously known to GreySchool, or developed by its employees, or obtained from sources other than you.

Section 5. GreySchool Indicators

Certain aspects of the Service may allow you to obtain certain reputational or status indicators (for example, points for completing questions) (“GreySchool Indicators”). You understand and agree that regardless of terminology used, GreySchool Indicators represent a limited license right governed solely by the terms of this Agreement and available for distribution at GreySchool’s sole discretion. GreySchool Indicators are not redeemable for any sum of money or monetary value from GreySchool at any time. You acknowledge that you do not own the account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of GreySchool on GreySchool servers, including without limitation any data representing or embodying any or all of your GreySchool Indicators. You agree that GreySchool has the absolute right to manage, regulate, control, modify and/or eliminate GreySchool Indicators as it sees fit in its sole discretion, in any general or specific case, and that GreySchool will have no liability to you based on its exercise of such right. All data on GreySchool’s servers are subject to deletion, alteration or transfer. NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT ANY DATA, ACCOUNT HISTORY AND ACCOUNT CONTENT RESIDING ON GREYSCHOOL’S SERVERS, MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME FOR ANY REASON IN GREYSCHOOL’S SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. GREYSCHOOL DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON GREYSCHOOL’S SERVERS.

Section 6. Privacy

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in the United States consistent with said Policy. **IMPORTANT:** We host our Service on Wix.com and, as such, their Privacy may apply to your use of our site, and thus your information, as well.

Section 7. Security

GreySchool cares about the integrity and security of your personal information. However, since we host our Service on Wix.com, we have no control over the security measures with which your information is protected. Thus, please consult Wix’s Privacy Policy and Terms of Use for information concerning the security of your information. Further, you agree that GreySchool will not be held liable for any breach of your data on Wix’s servers.

Section 8. DMCA Notice

We at GreySchool are offering a free service with the intent to educate individuals on the benefits of ethical hacking. We, in no way shape or form, intend to host content that would infringe on any

copyrights. Thus, if you feel any material on our site infringes on a copyright of yours, please contact Nicole McCombs at mcombsn@tiffin.edu or Brendan Whitted at b.whitted@cmlaw.csuohio.edu.

Section 9. Third-Party Links

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by GreySchool. GreySchool does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website from the Service, you do so at your own risk, and you understand that this Agreement and GreySchool's Privacy Policy do not apply to your use of such sites. You expressly relieve GreySchool from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that GreySchool shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

Section 10. Indemnity

You agree to defend, indemnify and hold harmless GreySchool and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of or related to: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any other information or content that is submitted via your account including without limitation misleading, false or inaccurate information; (vi) negligent or willful misconduct; or (vii) any other party's access and use of other appropriate security code.

Section 11. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, GREYSCHOOL, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT

WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

GREYSCHOOL DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE GREYSCHOOL SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND GREYSCHOOL WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Section 12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GREYSCHOOL, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL GREYSCHOOL BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GREYSCHOOL ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A

RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL GREYSCHOOL, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO GREYSCHOOL HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF GREYSCHOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Service is controlled and operated from facilities in the United States. GreySchool makes no representations that the Service is appropriate or available for use in other locations. It is our intent to limit the use of our Service to the United States only. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

Section 13. Governing Law and Arbitration

A. Governing Law

You agree that: (i) the Service shall be deemed solely based in Ohio; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over GreySchool, either specific or general, in jurisdictions other than Ohio. This Agreement shall be governed by the internal substantive laws of the State of Ohio, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction

of the federal and state courts located in Cuyahoga County, Ohio for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

B. Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM GREYSCHOOL. In the unlikely event that GreySchool has not been able to resolve a dispute it has with you after 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any GreySchool claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms of Service, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the Judicial Mediation and Arbitration Services ("JAMS") under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted in Cuyahoga County, Ohio, unless you and GreySchool agree otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing GreySchool from seeking injunctive or other equitable relief from the courts as necessary to protect any of GreySchool's proprietary interests.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS OF SERVICE, YOU AND GREYSCHOOL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

Section 14. General

A. Assignment

- a. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by GreySchool without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. Notification Procedures and Changes to the Agreement

- a. GreySchool may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice,

written or hard copy notice, or through posting of such notice on our website, as determined by GreySchool in our sole discretion. GreySchool reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. GreySchool is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. GreySchool may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service.

C. Entire Agreement/Severability

- a. This Agreement, together with any amendments and any additional agreements you may enter into with GreySchool in connection with the Service, shall constitute the entire agreement between you and GreySchool concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

D. No Waiver

- a. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and GreySchool's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

E. Government Use Rights

- a. If the Service is licensed to the United States government or any agency thereof, then the Service will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by these Terms of Service and is prohibited except to the extent expressly permitted by these Terms of Service.

F. Contact

- a. Please contact us at greyschool101@gmail.com with any questions regarding this Agreement.