

PLEASE READ THE FOLLOWING TERMS AND POLICIES CAREFULLY. WHEN YOU USE OUR WEBSITE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND POLICIES.

EVERY LEARNING LAB, L.L.C. TERMS OF SERVICE

These Terms of Service are hereby effective on September 04, 2014 and will apply to the website that you are visiting, www.averylearninglab.com (the "Website"), which is owned by Avery Learning Lab, L.L.C. (the "Company").

Illegal or Abusive Usage is Strictly Prohibited: You must not abuse, harass, threaten, impersonate or intimidate other users of our Website. You may not use the Company's Website for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content. Should you be found to have engaged in illegal or abusive usage of our Website, Company will suspend your account or usage as applicable.

Electronic Communication: When you visit our Website or send us emails, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Copyright: All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Company protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of the Company and protected by U.S. and international copyright laws. All software used on this site is the property of Company or its software suppliers and protected by United States and international copyright laws.

Trademarks: Avery Learning Lab, L.L.C. or www.averylearninglab.com and other Company graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of Company in the U.S. and/or other countries. Company's trademarks and trade dress may not be used in connection with any product or service that is not Company's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Company. All other trademarks not owned by Company that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company.

License and Site Access: Company grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Company. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information including but not limited to

images, text, page layout, or form of Company without express written consent. You may not use any meta tags or any other “hidden text” utilizing Company’s name or trademarks without the express written consent. Any unauthorized use terminates the permission or license granted. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Company so long as the link does not portray Company, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Company logo or other proprietary graphic or trademark as part of the link without express written permission.

Your Account: If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Company reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

Risk of Loss: All physical items purchased from Company are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Disclaimer of Warranties and Limitation of Liability:

THIS SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THIS SITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE; THEIR SERVERS; OR E-MAIL SENT FROM COMPANY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Applicable Law: By visiting our website, you agree that the laws of the State of North Carolina, without regard to principles of conflict of laws, will govern these Terms of Service and any dispute of any sort that might arise between you and Company.