

## SCHOOLPOOL TERMS OF USE

SchoolPool Inc. ("SchoolPool") provides an online service known as Revelus (the "Service") that provides users with the ability to manage an executive search process in an online environment. These Terms of Use ("Terms") identify the terms under which you ("You") may use the Service. These Terms include the SchoolPool Privacy Policy, which is incorporated into these Terms by reference. These Terms constitute a binding agreement between You and SchoolPool and are deemed accepted by You each time You use or access the Service. If You do not accept the Terms, do not use the Service. If you violate the Terms or authorize or help others to do so, SchoolPool may suspend or terminate your use of the Service, in SchoolPool's sole determination.

SchoolPool may change these Terms and will provide notice to you of such changes. Any such changes will not apply to any claim brought prior to the date on which we posted the revised Terms incorporating such changes, or otherwise notified you of such changes. Your access to or use of the Service following any changes to the Terms will constitute your acceptance of such changes.

### 1. Use of SchoolPool Content.

Subject to this Terms of Use and all incorporated documents, SchoolPool hereby grants to you a limited license to use the Service.

The contents of the Service, such as designs, text, graphics, images, video, information, logos, button icons, software, audio files and other SchoolPool content (collectively "SchoolPool Content"), are protected under copyright, trademark and other laws. All SchoolPool Content is the exclusive property of SchoolPool. Content submitted by Users is property of such User.

Any code that SchoolPool creates to generate or display any part of the Service is also protected by SchoolPool's copyright and You may not copy or adapt such code.

You agree not to sell or modify SchoolPool Content or reproduce, display, publicly perform, distribute or otherwise use SchoolPool Content in connection with products or services that are not those of SchoolPool, in any other manner that is likely to cause confusion among consumers, that disparages or discredits SchoolPool, that dilutes the strength of SchoolPool's property, or that otherwise infringes on SchoolPool's intellectual property rights. You further agree to in no other way misuse SchoolPool Content. The use of SchoolPool Content on any other application, website, or in a networked computer environment for any purpose is prohibited.

### 2. Use of the Service.

The Service may be used only by SchoolPool, individuals seeking employment ("Applicants") and by organizations seeking to make available information regarding employment openings, on their behalf or other's behalf ("Employers"). You acknowledge and agree that Your ability to use the Service is automatically revoked upon your attempt to use the Service for any other purpose. Your use of the Service is also subject to any other contracts You may have with SchoolPool. In the case of any conflict between these Terms and any contract you have with SchoolPool, the terms of your contract will prevail. If you are accessing or using the Service in your capacity as an employee or other representative of an Employer, You are agreeing to these Terms on behalf of yourself and such Employer and you represent and warrant that you have the authority to bind such Employer to this Agreement.

You are responsible for all hardware, software (including browser software) and Internet connectivity necessary to access the Service, including without limitation, maintaining sufficient bandwidth to meet Your utilization standards.

You are responsible for maintaining the confidentiality of Your account, profile and passwords, as applicable. You may not share Your password or other account access information with any other party, temporarily or permanently, and You are responsible for all uses of Your Service passwords and account access information, whether or not authorized by You. You agree to immediately notify SchoolPool of any unauthorized use of Your account or passwords.

**All users of the Service agree to not:**

- a. transmit, post, distribute, store or destroy material, including without limitation SchoolPool Content, in violation of any applicable law or regulation, including but not limited to laws or regulations governing the collection, processing, or transfer of personal information, or in breach of SchoolPool's Privacy Policy;
- b. take any action that imposes an unreasonable or disproportionately large load on the Service's infrastructure;
- c. use any device to navigate or search the Service other than the tools available on the website, generally available third party web browsers, or other tools approved by SchoolPool;
- d. use any data mining, robots or similar data gathering or extraction methods;
- e. violate or attempt to violate the security of the Service, including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- f. reverse engineer or decompile any parts of any the Service;
- g. aggregate, copy or duplicate in any manner any of the SchoolPool Content or information available from the Service, other than as permitted by these Terms;
- h. post any content or material that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities or other activities prohibited by these Terms;
- i. post any resume or application materials or apply for any job on behalf of another party;
- j. share with a third party any login credentials to the Service;
- k. access data not intended for You or logging into a server or account which You are not authorized to access;
- l. post or submit to the Service any incomplete, false or inaccurate biographical information or information which you do not have any rights to or permission to submit;
- m. post content that contains restricted or password-only access pages, or hidden pages or images;
- n. solicit passwords or personally identifiable information from other users of the Service;
- o. delete or alter any material posted by any other person or entity;
- p. harass, incite harassment or advocate harassment of any group, company, or individual;
- q. send unsolicited mail or email, make unsolicited phone calls or send unsolicited faxes promoting and/or advertising products or services to any user, or contact any users that have specifically requested not to be contacted by You;
- r. attempt to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Service, overloading, "flooding", "spamming", "mailbombing" or "crashing";
- s. promote or endorse an illegal or unauthorized copy of another person's copyrighted work, such by as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files; or
- t. use the Service for any unlawful purpose or any illegal activity, or post or submit any content, resume, or job posting that is defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined by SchoolPool's discretion.

Violations of system or network security may result in civil and/or criminal liability. SchoolPool will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

### **3. Additional Terms Applicable to Employers.**

Employers are responsible for their postings on the Service. Employers will ensure that their staff and contractors comply with these Terms and all applicable laws, rules, and regulations.

SchoolPool is not to be considered an employer with respect to Your use of the Service and SchoolPool shall not be responsible for any employment decisions, for whatever reason, made by an Employer posting jobs on the Service.

You understand and acknowledge that if You cancel your account or your account access is terminated, all Your account information from the Service may be deleted from SchoolPool's databases, subject to the

terms and conditions set forth in any other contract you may have with SchoolPool. However, SchoolPool does not guarantee that your account information will be deleted, and the deletion of content shall be governed as set forth on the Revelus Privacy Policy, which is available online at: [https://nass.myrevelus.com/modules/grandstand/gs\\_network/docs/RevelusPrivacyPolicy.pdf](https://nass.myrevelus.com/modules/grandstand/gs_network/docs/RevelusPrivacyPolicy.pdf)

#### **4. Additional Terms Applicable to Applicants.**

When You register with the Service, You will be asked to create an account and provide certain information. Any profile you submit must be accurate and describe You, an individual person. Examples of inappropriate and prohibited profiles include, but are not limited to, profiles that purport to represent an animal, place, inanimate object, fictional character, or real individual that is not You.

You acknowledge and agree that You are solely responsible for the form, content and accuracy of any resume, profile or other material placed by You on the Service.

You understand and acknowledge that by creating a public profile through the Service, you are requesting and authorizing the Service to make your profile available to other Employers and their agents who may have an interest in your profile.

You understand and acknowledge that You have no ownership rights in Your account and that if You cancel your account or your account is terminated, all Your account information from the Service may be deleted from SchoolPool's databases.

SchoolPool reserves the right to delete Your account and all of Your information after a significant duration of inactivity.

#### **5. User Content and Submissions.**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, advertisements, messages or other materials submitted, posted or displayed by any user, including You, on or through the Service ("User Content") is the sole responsibility of the person from which such User Content originated. SchoolPool claims no ownership or control over any User Content. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any User Content you submit, post or display on or through the Service and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying User Content on or through the Service, you grant SchoolPool a worldwide, non-exclusive, royalty-free, transferable, sub-licensable license to use, reproduce, adapt, distribute and publish such User Content through the Service. In addition, by submitting, posting or displaying User Content which is intended to be available to the general public, you grant SchoolPool a worldwide, non-exclusive, royalty-free license to reproduce, adapt, distribute and publish such User Content for the purpose of promoting SchoolPool and its services. SchoolPool will discontinue this licensed use within a commercially reasonable period after such User Content is removed from the Service. SchoolPool reserves the right to refuse to accept, post, display or transmit any User Content in its sole discretion.

You also represent and warrant that You have the right to grant the license stated above. If You post User Content in any public area of any the Service, You also permit any user to access, display, view, store and reproduce such User Content for personal use. Subject to the foregoing, the owner of such User Content placed on the Service retains any and all rights that may exist in such User Content. SchoolPool may review and remove any User Content that, in its sole judgment, violates these Terms, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of, users of any the Service. SchoolPool reserves the right to expel users and prevent their further access to the Service for violating the Terms or applicable laws, rules or regulations. SchoolPool may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes that such User Content could create liability for SchoolPool, damage SchoolPool's brand or public image, or cause SchoolPool to lose users.

SchoolPool does not represent or guarantee the truthfulness, accuracy, or reliability of User Content, derivative works from User Content, or any other communications posted by users, nor does SchoolPool endorse any opinions expressed by users. You acknowledge that any reliance on material posted by other

users will be at Your own risk.

SchoolPool appreciates hearing from users and welcomes Your comments regarding the Service. If You send SchoolPool creative suggestions, ideas, drawings, concepts, inventions, or other information (collectively the "Submission"), the Submission shall be the property of SchoolPool. None of the Submission shall be subject to any obligation of confidentiality and SchoolPool shall not be liable for any use or disclosure of any Submission. SchoolPool shall own exclusively all now known or later discovered rights to the Submission and shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to You or any other person.

#### **6. SchoolPool's Liability.**

The Service acts as, among other things, a venue for (i) Employers to post job opportunities and search for and evaluate Applicants and (ii) Applicants to post resumes and profiles and search for and evaluate job opportunities. SchoolPool does not screen or censor the listings, including profiles offered. SchoolPool is not involved in, and does not control, the actual transaction between Employers and Applicants. As a result, SchoolPool is not responsible for User Content, the quality, safety or legality of the jobs or resumes posted, the truth or accuracy of the listings, the ability of Employers to offer job opportunities to Applicants or the ability of Applicants to fill job openings and SchoolPool makes no representations about any jobs, resumes or User Content on the Service. While SchoolPool reserves the right in its sole discretion to remove User Content, job postings, resumes or other material from the Service from time to time, SchoolPool does not assume any obligation to do so and to the extent permitted by law, disclaims any liability for failing to take any such action.

Note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom You come in contact through the Service. By its very nature other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that You will use caution and common sense when using the Service.

Because user authentication on the Internet is difficult, SchoolPool cannot and does not confirm that each user is who they claim to be. Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants on the Service, in the event that You have a dispute with one or more users, You release SchoolPool (and our agents and employees) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes to the fullest extent permitted by law.

The Service may contain inaccuracies or typographical errors. SchoolPool makes no representations about the accuracy, reliability, completeness, or timeliness of the Service. The use of the Service is at Your own risk. Changes are periodically made to the Service and may be made at any time. SchoolPool cannot guarantee and does not promise any specific results from use of the Service. No advice or information, whether oral or written, obtained by a user from SchoolPool or through or from the Service shall create any warranty not expressly stated herein.

SchoolPool encourages You to keep a back-up copy of any of Your User Content. To the extent permitted by law, in no event shall SchoolPool be liable for the deletion, loss, or unauthorized modification of any User Content.

#### **7. Disclaimer of Warranty and Limitation of Liability.**

TO THE FULLEST EXTENT POSSIBLE BY LAW, SCHOOLPOOL DOES NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR-FREE OR THAT THE SERVICE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SERVICE OR THE SCHOOLPOOL CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA OR ANY OTHER COSTS, SCHOOLPOOL IS NOT RESPONSIBLE FOR THOSE COSTS. THE SERVICE IS PROVIDED ON AN "AS-IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. SCHOOLPOOL, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON- INFRINGEMENT. SCHOOLPOOL MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS,

OR TIMELINESS OF THE SCHOOLPOOL CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

**8. Disclaimer of Damages.**

TO THE FULLEST EXTENT POSSIBLE BY LAW, IN NO EVENT SHALL SCHOOLPOOL, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THE SERVICE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THERE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SCHOOLPOOL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9. Limitation of Damages.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SCHOOLPOOL OR ITS AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIM RELATED TO THE SERVICE, THE USE OF OR INABILITY TO USE THE SERVICE AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SCHOOLPOOL OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES WILL BE EFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**10. Indemnity.**

You agree to defend, indemnify, and hold harmless SchoolPool, its affiliates, and its respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any User Content or other material You provide to the Service, (ii) Your use of the Service, or (iii) Your breach of these Terms. SchoolPool shall provide notice to You promptly of any such claim, suit, or proceeding.

**11. General.**

SchoolPool makes no claims or representations that the Service may be lawfully viewed or accessed outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If You access any Service You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction. Any software downloaded from the Service is further subject to United States export control laws, and may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods or (ii) to any individual or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using such software, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country, individual, or entity on any such list.

These Terms are governed by the laws of the state of Ohio. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within Ohio. If any provision of these Terms are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. In addition, SchoolPool's failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect SchoolPool's ability to enforce such term at any point in the future.

**12. Mobile Services.**

If You use the Service through a mobile device, You agree that information about Your use of the Service through Your mobile device and carrier may be communicated to us, including but not limited to Your mobile carrier, Your mobile device, or Your physical location. In addition, use of the Service through a mobile device may cause data to be displayed on and through Your mobile device. By accessing the Service using a mobile device, You represent that to the extent You import any of Your data to Your mobile device that You have authority to share the transferred data with Your mobile carrier or other access provider. In the event You change or deactivate Your mobile account, You must promptly update Your account information to ensure that Your messages are not sent to the person that acquires Your old

number and failure to do so is Your responsibility. You acknowledge You are responsible for all charges and necessary permissions related to accessing the Service through Your mobile access provider. Therefore, You should check with Your provider to find out if the Service is available and the terms for these services for Your specific mobile devices.

**13. Term and Termination.**

These Terms will remain in full force and effect while You are a user of the Service. SchoolPool reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to removal of Your User Content from the Service and immediate termination of Your registration with or ability to access the Service and/or any other services provided to You by SchoolPool, upon any breach by You of these Terms or if SchoolPool is unable to verify or authenticate any information You submit via the Service registration. Even after You are no longer a user of the Service, certain provisions of these Terms will remain in effect, including Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13.