



CLOCKJAM TERMS OF SERVICE

Effective Date of Terms of Service: September 15, 2021

By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site, you agree to these Terms of Service and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.

Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.

These Terms of Service apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.

Eligibility. The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not collect or solicit personally identifiable information from a child under 13.

Registration. To sign up for the Clockjam service, you as the parent must register for an account. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.

Notices and Restrictions. The Services may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

Use License. Subject to these Terms of Service, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

Availability of Content. We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Content from the Services.

Third Party Services. The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we 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 the use of or reliance on any such content, goods or services available on or through any such website or resource.

App Store. You acknowledge and agree that the availability of the Application is dependent on the third party websites from which you download the Application, e.g., the App Store from Apple or the Android app market from Google (each an “App Store”). Each App Store may have its own terms and conditions to which you must agree before downloading mobile applications from such store, including the Apple, Inc. Device and Application Terms for the Apple App Store set forth below. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms of Service, the more restrictive or conflicting terms and conditions in these Terms of Service apply.

Apple, Inc. Device and Service Terms. If you are accessing the Services on a device provided by Apple, Inc. (“Apple”) or otherwise obtained access to the Services through the Apple App Store, the following terms shall apply:

- 1) Both you and we acknowledge that these Terms of Service are concluded between you and us only, and not with Apple, and that Apple is not responsible for, does not endorse, and is not involved in the Services or Content;
- 2) The Services are licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms of Service as applicable;
- 3) You will only use the Services in connection with an Apple device that you own or control;
- 4) You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services;
- 5) In the event of any failure of the Services to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple’s sole warranty obligation to you will be to refund to you the purchase price, if any, of the Services;
- 6) You acknowledge and agree that we, and not Apple, are responsible for addressing any claims you or any third party may have in relation to our Services;
- 7) You acknowledge and agree that, in the event of any third party claim that the Services or your possession and use of the Services infringes that third party’s intellectual property rights, we, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- 8) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- 9) Both you and we acknowledge and agree that, in your use of the Services, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

- 10) Both you and we acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Service, and that upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as the third party beneficiary hereof.

Payments and Billing. The ClockJam app requires a monthly or annual subscription to be purchased inapp in order to function. Upon initial installation, the app requires the parent to purchase a subscription, after which a 14 day free trial period commences. The subscription payment will automatically be deducted off the payment method associated with the store upon completion of the 14 days. Should the payment not be completed successfully, the app will become blocked. The app will continue to deduct the subscription amount as per the selected payment schedule (monthly or annually). The subscription can be cancelled at any time via the store. Cancelling the subscription will discontinue the app from the next billing date. Clockjam will not issue refunds for subscriptions which were not cancelled in time or subscriptions which were activated by accident. We may change the pricing plan at our discretion. In this case we will try to inform you before any changes so you can modify or cancel your subscription before the changes come into effect. We accept no responsibility for any losses you may incur by failing to change your subscription after we have informed you of any changes to the pricing plan.

Paid Services. Certain of our Services may be subject to payments now or in the future (the "Paid Services"). Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of this Agreement.

Billing. Some Paid Services will charge a fee for downloading or installing the Services through the applicable App Store linked to the specific device. You agree to comply with, and your license to use the applications is conditioned upon your compliance with, such App Store terms and conditions. Any refunds relating to the applications or inquiries regarding refunds relating to the applications shall be handled solely by the applicable App Store in accordance with such App Store's terms and conditions. To the extent you use other methods of payment for use of the Services, we use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your Account on the Services (your "Billing Account") for use of the Paid Services.

Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

Recurring Billing. Some of the Paid Services may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY, YEARLY, ETC) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD PLEASE EMAIL INFO@CLOCKJAM.COM

Auto-Renewal for Subscription Services. Unless you opt out of auto-renewal, any Subscription Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To cancel auto-renewal or otherwise change or resign your Subscription Services at any time, go to the corresponding Account Settings on the Services or, for applications, cancel your subscription in the subscription management section of the applicable App Store. If you terminate a Subscription Service, you may use your subscription until the end of your then-current term; your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.

Reaffirmation of Authorization. Your non-termination or continued use of a Paid Service reaffirms that we are authorized to charge your Payment Method for that Paid Service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.

Free Trials and Other Promotions. Any free trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial. You must stop using a Paid Service before the end of the trial period in order to avoid being charged for that Paid Service. If you cancel prior to the end of the trial period and are inadvertently charged for a Paid Service, please contact us at info@clockjam.com. If you do not stop using a Paid Service before the end of the trial period, you will be charged for that Paid Service.

Changes in Paid Services. The Paid Services fees may change and are subjective to additional fees from time to time if we add new features or functionality. We will notify you by email or some other notification method if a price change occurs. If you don't agree with these changes you must immediately cancel your use of the Paid Services. Otherwise, we will then automatically renew the subscription and charge You at the new fee amount.

Termination. We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your Account, you may do so by following the instructions on the Site or through the Services. Any fees paid hereunder are non-refundable. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Warranty Disclaimer.

We have no special relationship with or fiduciary duty to you. You acknowledge that We have no duty to take any action regarding:

- 1) which users gain access to the Services;
- 2) what Content you access via the Services; or
- 3) how you may interpret or use the Content.

You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

THE SERVICES AND CONTENT ARE PROVIDED “AS IS”, “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

Indemnification. You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys’ fees, that arise from or relate to your use or misuse of, or access to, the Services, Content, or otherwise from your User Content, violation of these Terms of Service, or infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

Limitation of Liability. IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF THE GREATER OF (A) FEES PAID TO US FOR THE PARTICULAR SERVICES.

ARBITRATION CLAUSE & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

ARBITRATION; CLASS ACTION WAIVER. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US OR OUR OFFICERS, DIRECTORS OR EMPLOYEES IN THEIR CAPACITY AS SUCH (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION IN ACCORDANCE WITH THE STREAMLINED ARBITRATION RULES AND PROCEDURES OF JAMS, INC. THEN IN EFFECT, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. AS AN ALTERNATIVE, YOU MAY BRING YOUR CLAIM IN YOUR LOCAL “SMALL CLAIMS” COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT’S RULES AND IF WITHIN SUCH COURT’S JURISDICTION, UNLESS SUCH ACTION IS TRANSFERRED, REMOVED OR APPEALED TO A DIFFERENT COURT. YOU MAY BRING CLAIMS ONLY ON YOUR OWN

BEHALF. NEITHER YOU NOR WE WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THIS AGREEMENT TO ARBITRATE. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event JAMS, Inc. is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. The arbitration shall be conducted in the English language. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Service. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or these Terms of Service must be filed within one (1) year after such claim of action arose or be forever barred.

Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

Governing Law and Jurisdiction. These Terms of Service shall be governed by and construed in accordance with the laws of the Republic of South Africa, including its conflicts of law rules, and the United States of America. You agree that any dispute arising from or relating to the subject matter of these Terms of Service shall be governed by the exclusive jurisdiction and venue of the said jurisdictions.

Modification. We reserve the right, in our sole discretion, to modify or replace any of these Terms of Service, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While we will timely provide notice of modifications, it is also your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes, which will apply to your continued use of the Services going forward. Your use of the Services is subject to the Terms of Service in effect at the time of such use.

Feedback. We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Services ("Feedback"). You may submit Feedback by emailing us at Info@clockjam.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of us and you hereby irrevocably assign to us and agree to irrevocably assign to us all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At our request and expense, you will execute documents and take such further acts as we may reasonably

request to assist us to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

Miscellaneous.

Entire Agreement and Severability. These Terms of Service are the entire agreement between you and us with respect to the Services, including use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder

Force Majeure. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure degradation.

Assignment. These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

Agency. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.

No Waiver. Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

Headings. The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation.