



Terms and Conditions

1. Ownership of Service.

Welcome to SchoolTube. The SchoolTube website (www.SchoolTube.com) and the SchoolTube service (collectively, the “SchoolTube Service” or the “Service”) are owned by SchoolTube, LLC. and, from time to time, its subsidiary and affiliate corporations, successors, and assigns (collectively referred to as "SchoolTube"). The SchoolTube Service currently consists of various web pages at or linked to the URL www.SchoolTube.com, as well as areas of numerous websites operated by other companies that have entered into an agreement with SchoolTube to publish their Content through the SchoolTube Service on their site. The SchoolTube Service may expand or change from time to time.

2. Application of General Terms and Conditions.

Use by end users of the SchoolTube Service and the SchoolTube website is governed by these General Terms and Conditions. Unless explicitly stated otherwise, any new Services, including any new SchoolTube properties, shall be subject to these General Terms and Conditions. In addition, SchoolTube may have separate registration procedures and separate terms and conditions, terms of service, user agreements, or similar legal agreement/s for certain of its Services. When you are using any service or product offered by SchoolTube that does not have a separate legal agreement, these General Terms and Conditions will apply. In addition, SchoolTube also may offer certain services from time to time that are governed by the terms of service of the respective service partners. Where the SchoolTube Service is running on third-party websites, the terms and conditions of use of those websites may be applicable in addition to these terms and conditions.

3. Non-Discrimination.

SchoolTube does not discriminate on the basis of age, gender, race, ethnicity, nationality, religion, sexual orientation, or any other protected status.

4. Questions.

Please direct any legal questions to:

SchoolTube, Inc.
General Counsel
12300 Old Tesson Road, Suite 200G
St. Louis, MO 63128

5. Acceptance.

By using the SchoolTube Service, you agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines or rules applicable to any website where the SchoolTube Service is found.

6. Conditions and Restrictions of Use.

- A. Termination. Use of the SchoolTube Service is subject to compliance with these Terms and Conditions. You acknowledge and agree that SchoolTube may terminate and/or suspend your access to any portion of the SchoolTube Service should you fail to comply with the Terms and Conditions or any other guidelines and rules published by SchoolTube. Any such termination or suspension shall be in SchoolTube' sole discretion and may occur without prior notice, or any notice. SchoolTube further reserves the right to terminate or suspend any user's access to SchoolTube or to any portion of the SchoolTube Service for any conduct that SchoolTube, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to SchoolTube or its subsidiaries, affiliates, or business contractors, or to other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations. SchoolTube further reserves the right to terminate or suspend any user's access to the SchoolTube Service for any reason or for no reason at all, in SchoolTube' sole discretion, without prior notice.

- B. Access to Content. Please be aware that the majority of the content found on or through SchoolTube is for general audiences, and content should meet local community standards, but may not fit yours. Content is uploaded by moderators that follow local community standards, and the SchoolTube Standards. If SchoolTube learns that anyone under the age of 13 seeks to conduct a transaction through the Services, SchoolTube will require verified parental consent, in accordance with the Children's Online Privacy Protection Act of 1998 ("COPPA"). Certain areas of the SchoolTube Service may not be available to children under 13 under any circumstances.

- C. Registration and Privacy. Certain of the SchoolTube Services will require the user to register and provide certain data. In consideration of use of such Services, in registering and providing such data, you represent and warrant that: (a) the information about yourself is true, accurate, current, and complete (apart from optional items) as required by various SchoolTube registration forms ("Registration Data") and (b) you will 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 SchoolTube has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SchoolTube has the right to suspend or terminate your account and refuse any and all current or future use of the Services.

All SchoolTube registrations become the exclusive property of SchoolTube, its affiliates, successors in interest, and subsidiaries. SchoolTube reserves the right to use and reuse all registration and other personally identifiable user information subject to the SchoolTube Privacy Policy, which is found at <http://www.schooltube.com/page132820.aspx>. By using

the Service, You acknowledge receipt of the SchoolTube [Privacy Policy](#), including our Notice Regarding the Privacy of Children Under 13 While on the SchoolTube Service. Users may edit, update, alter or obscure their personally identifiable information at any time by following the instructions located in the SchoolTube [Privacy Policy](#).

For those portions of the SchoolTube Service that require registration, upon registering, you will receive a password. You are responsible for maintaining the confidentiality of the password and ID, and are fully responsible for all activities that occur under your password or ID. You agree to (a) immediately notify SchoolTube 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. SchoolTube cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement.

Opting-Out, Corrections and Cancellations: Upon request, SchoolTube will (a) remove you and your personal information from our database, thereby canceling your registration; (b) correct personal information that you state is erroneous; or (c) permit you to "opt out" of the Moderator role that has been given to verified educators/moderators to help in maintaining SchoolTube's safety standards, while still allowing access to the site. To request a correction, [Contact Us](#) at SchoolTube.

- D. Responsibility for Minors. In cases where you have authorized a minor to use the Services, you recognize that you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of the Services; and (iii) the consequences of any misuse by the minor. **YOU ACKNOWLEDGE THAT SOME AREAS OF THE SCHOOLTUBE SERVICE MAY CONTAIN MATERIAL THAT MAY BE INAPPROPRIATE FOR MINORS.**
- E. Content is screened by Moderators, but may not be Error Free. You acknowledge and agree that by using the Services, you may be exposed to Content that is offensive or objectionable. Moderators do their best to personally filter all video, but since they are human, and use local community standards, content may not always be acceptable to you. You further acknowledge and agree that the Services and the Content may contain errors or omissions. You acknowledge and agree that SchoolTube relies on its moderators, who are not employees of SchoolTube, to screen or review published content on the Service to determine whether it contains false or defamatory material, or material which is offensive, indecent, objectionable, or which contains errors or omissions. Under no circumstances will SchoolTube be liable in any way for any user or other third party Content, including, but not limited to, for any defamation, falsehoods, errors or omissions in any such Content, or for any loss or damage of any kind incurred as a result of the use or publication of any such Content posted, emailed or otherwise transmitted via the Services. SchoolTube does not guarantee that any Content will be to your satisfaction. In the event that you believe that Content published on or through the SchoolTube Service contains defamatory material or otherwise is published in violation of these terms and conditions, however, please contact us right away at:

SchoolTube, Inc.
General Counsel
12300 Old Tesson Road, Suite 200G
St. Louis, MO 63128

By Phone: 800.405.1388

- F. User Agreement Not to Circumvent Publishers' Ownership Rights. You acknowledge and agree that your rights to view the publisher content that you access on or through the SchoolTube Service are strictly limited to the terms of those rights that you obtained in connection with your acquisition of the Content itself. Except as permitted expressly by such rights, you may not copy, reproduce, modify, publish, transmit, transfer or sell, maintain, retain, create derivative works from, distribute or re-distribute, perform, link, display or in any way exploit any Content obtained through the SchoolTube Service, including, without limitation, by incorporating data and or Content from the Service into any e-mail, search, catalogue, directory, or other "white pages" products or service, whether browser-based, based on proprietary client-site applications, web-based, or otherwise. You understand, agree and acknowledge that engaging in any of the aforementioned conduct may constitute a crime and/or other form of unlawful behavior for which you may be held criminally and/or civilly liable.
- G. The SchoolTube Website may now or in the future permit the submission of videos or other communications submitted by you and other users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, SchoolTube does not guarantee any confidentiality with respect to any submissions.
- H. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize SchoolTube to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service.

For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to SchoolTube, you hereby grant SchoolTube and all of SchoolTube's Partners, Affiliates, and successors a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the SchoolTube Website and SchoolTube's (and its successor's) business, including without limitation for promoting and redistributing part or all of the SchoolTube Website (and

derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the SchoolTube Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The foregoing license granted by you terminates once you remove or delete a User Submission from the SchoolTube Website.

- I. When entering any contest on the SchoolTube site or any contest linked to from the SchoolTube site, you must adhere to all of the following Contest Conditions or Restrictions in addition to any stated or written rules anywhere else: (i) You must be at least 13 years of age or older (or have express parental permission) to take part in any of the SchoolTube contests. (ii) Prizes are non-transferable nor redeemable for cash. (iii) You must be a US Citizen to qualify for all prizes. (iv) SchoolTube and their partners, affiliates, sponsors, employees, or officers are not liable for any lost, delayed, stolen, or incomplete entries or entries delayed or lost due to errors or delays regarding our computer systems or such issues that effect all or part of the internet.

7. Prohibited Conduct.

In addition to 6.F. above, you agree that you will not use SchoolTube Services to:

- A. Upload, post, email, otherwise transmit, or post links to any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.
- B. Upload, post, email, otherwise transmit, or post links to any Content that promotes illegal activity, including without limitation the provision of instructions for illegal activity.
- C. Upload, post, email, otherwise transmit, or post links to any Content that exploits the images of children under 13 years of age, or that discloses personally identifying information belonging to children under 13 years of age or harm minors in any other way.
- D. Collect or store personally identifying information about other users for commercial or unlawful purposes.
- E. Impersonate any person or entity, including, but not limited to, a SchoolTube official, employee, or falsely state or otherwise misrepresent your affiliation with a person or entity or employ misleading email addresses or falsify information in the header, footer, return path, or any part of any communication, including emails, transmitted through the Services.
- F. Upload, post, email, otherwise transmit, or post links to any Content that you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure

agreements) or upload, post, email, otherwise transmit, or post links to any Content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights ("Rights") of any party, or contributing to inducing or facilitating such infringement. This prohibition shall include, without limitation, the following forms of software piracy:

- Making available copyrighted software or other Content that has had the copyright protection removed.
- Making available serial numbers for software that can be used to illegally validate or register software.
- Making available tools that can be used for no purpose other than for "cracking" software or other copyrighted Content.
- Making available any software files for which the user does not own the copyright or have the legal right to make available.

- G. Upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose.
- H. Upload, post, email, otherwise transmit, or post links to any material that contains software viruses, worms, trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the Services or SchoolTube.
- I. Conduct your own contests and promotions or upload, post, email, otherwise transmit, or post links to any Content regarding any raffle, contest or game requiring a fee by participants.
- J. Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services.
- K. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law or use SchoolTube or the Services to sell, purchase, or offer to sell or purchase any registered or unregistered securities, or upload, post, email, otherwise transmit, or post links to any material that is false, misleading, or designed to manipulate any equity, security, or other market.
- L. Fail to complete any transaction after submitting an order to purchase any goods or services, subject to any specific terms and conditions governing such transactions, or

submit any order to purchase goods or services where you do not intend to complete the transaction.

- M. Purchase any goods or services that you are prohibited from purchasing or possessing by any law applicable to you in your jurisdiction. The responsibility for ensuring compliance with all such laws shall be the user's alone. By submitting an order to purchase goods or services, you represent and warrant that you have the legal right to purchase such goods or services.
- N. Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any software deployed in connection with the Services.
- O. Advertise, offer for sale, or sell any item you are prohibited from advertising or selling by any applicable local, state, national, or international law, including regulations having the force of law, or advertise, offer for sale, or sell any of the following items:
- Any firearms, explosives, or weapons.
 - Any food that is not packaged or does not comply with all laws governing the sale of food to consumers by commercial merchants.
 - Any alcoholic beverages.
 - Any tobacco products for human consumption, including, without limitation, cigarettes and cigars.
 - Any items that are indecent or obscene, that are hateful or racially, sexually, ethnically or otherwise objectionable, that contain child pornography, that are otherwise pornographic in nature, or are harmful to minors.
 - Any controlled substances or pharmaceuticals.
 - Any items that are counterfeit or stolen.
 - Any dangerous items.
 - Any goods or services that do not, in fact, exist.
 - Any registered or unregistered securities.
 - Any items that violate or infringe the rights of other parties.
 - Any items that you do not have the legal right to sell.
 - Any items where doing so through SchoolTube or the Service would cause SchoolTube to violate any law.

You expressly acknowledge and agree that SchoolTube may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms and Conditions; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of SchoolTube, its users and the public. You acknowledge and agree that the technical processing and transmission of the Services, 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. You further acknowledge and agree that other data collected and maintained by SchoolTube with regard to its users may be disclosed in accordance with SchoolTube's [Privacy Policy](#).

SchoolTube also may suspend or terminate any user account for any Service because of user inactivity. For example, a SchoolTube account may be terminated or suspended if a user fails to sign-in to the SchoolTube Service for an extended period of time. What is considered "user inactivity" varies depending on the Service. If one of your accounts is suspended or terminated for inactivity, your right to use such Service immediately ceases.

8. Notice and Procedure For Making Claims of Copyright or Intellectual Property Infringement.

SchoolTube respects the intellectual property of others. SchoolTube does not, however, independently confirm that all Content made available through the SchoolTube Service is provided by a valid rights holder. In the event that SchoolTube becomes aware that Content published on or through the SchoolTube Service has been provided by a person who is not a valid rights holder, SchoolTube may, in appropriate circumstances and at its discretion, disable and/or terminate the publication of such Content. If you believe that your work has been copied or published in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide SchoolTube's Copyright Agent and/or General Counsel the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located or found on the website or Service;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

SchoolTube's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By Mail:

SchoolTube, Inc.
Copyright Agent or General Counsel
12300 Old Tesson Road, Suite 200G
St. Louis, MO 63128

For a full understanding of any rights and or remedies you may have in the case of any infringement, please consult with an attorney.

9. License To Content.

Except as otherwise provided by the SchoolTube [Privacy Policy](#), with respect to any Content posted by you on, to, or through SchoolTube or the Services, you grant SchoolTube a world-wide, royalty free, perpetual, license to use, copy, transmit, publicly display, publicly perform, create compilations including, create derivative works of, and distribute such Content to publish and promote such Content in connection with the particular Services and to publish and promote such Content elsewhere within SchoolTube and the Services. Such license shall apply with respect to any form, media, or technology now known or later developed.

10. DISCLAIMER OF WARRANTIES.

SCHOOLTUBE AND THE SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, SCHOOLTUBE DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, SCHOOLTUBE DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICES, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH THE SERVICES OR THROUGH ANY LINKS PROVIDED IN THE SERVICES. SCHOOLTUBE SIMILARLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE SERVICES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SCHOOLTUBE DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, RELIABILITY, OR OPERABILITY OR AVAILABILITY OF INFORMATION OR MATERIAL IN THE SERVICES. SCHOOLTUBE DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. SCHOOLTUBE DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR HARM CAUSED BY VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. SCHOOLTUBE MAKES NO WARRANTY REGARDING THE RELIABILITY OR ACCESSIBILITY OF MEMBER WEB PAGES OR ANY STORAGE FACILITIES OFFERED BY SCHOOLTUBE.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR

ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS IN THE DOWNLOAD OF SUCH MATERIAL.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

11. LIMITATION OF LIABILITY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL SCHOOLTUBE OR ITS LICENSORS BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF AND RELIANCE ON THE SERVICES. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF SCHOOLTUBE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICES, FROM INABILITY TO USE THE SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICES. SUCH LIMITATION SHALL APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE SCHOOLTUBE NETWORK. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SUCH LIMITATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

UNDER NO CIRCUMSTANCES SHALL SCHOOLTUBE OR ITS LICENSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF

THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, the foregoing limitation may not apply to you.

12. Indemnity.

You agree to indemnify and hold SchoolTube 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 violation of these Terms and Conditions or any other applicable published SchoolTube usage terms, conditions, policies, or requirements, or your violation of any rights of another.

13. Consent to Exclusive Jurisdiction, Waiver of Objections.

These Terms and Conditions and the relationship between you and SchoolTube shall be governed by the laws of the State of Missouri without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Missouri for the adjudication of any and all claims arising out of your use of the SchoolTube Services, and you waive any objection thereto.