

Terms of Service

By using Mozi's products, software, services or web sites ("Mozi Services"), you, a Mozi Services' account holder and user ("You"), agree to the following terms and conditions, and any policies, guidelines or amendments that may be presented to you from time to time (collectively, the "Terms of Service"). We may update these Terms of Service without prior notice.

1. Use of Services

Mozi ("Mozi") offers You access to use Mozi Services for educational purposes, provided that You are of legal age to form a binding contract and are not a person barred from receiving Mozi Services under the laws of the United States or other applicable jurisdiction.

Educational Purposes

Using Mozi Services for educational purposes includes, but is not limited to: instruction or curriculum-based teaching by educators to students at educational or educational support (e.g., tutoring) institutions, planned study or investigation directed toward making a contribution to a field of knowledge, or presentation of research findings at peer conferences, workshops, or seminars.

Instructional Content

Mozi Services make it possible for You to create, use, and share "Instructional Content" where Instructional Content could consist of text, lessons and assignments, summative and formative writing assessments, questions, notes, instructional feedback, links, photographs, graphics, and videos related to the text of the Content to help your students as they engage with writing. Instructional Content you create entirely on your own or in direct collaboration with other educators is referred to herein as "Your Instructional Content," and Instructional Content you use, transform, or assign that was originally created by a third party without your participation is referred to as "Third Party Instructional Content."

Identifying Information; Password Security

In order to access certain services, You may be required to provide current, accurate identification, contact, and other information as part of the registration process and/ or continued use of Mozi Services . You are responsible for maintaining the confidentiality of your account password, and are responsible for all activities that occur under your account. You agree to immediately notify Mozi of any unauthorized use of your password or account or any

other breach of security. Mozi cannot and will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your password secure.

2. Your Instructional Content; Your Conduct

You grant Mozi a worldwide, non-exclusive, royalty free license to reproduce, adapt, modify, publish, share, use and distribute Your Instructional Content for the purposes of (1) displaying, distributing and promoting Mozi Services , (2) improving the performance, features, sophistication and effectiveness of our products, software, services or websites, and (3) enabling other Mozi Services account holders to use, adapt, modify, assign, and share Your Instructional Content for educational purposes. Mozi furthermore reserves the right to refuse to accept, post, display or transmit Your Instructional Content in its sole discretion.

You agree that you are solely responsible for your use of Your Instructional Content in Mozi Services, for your own conduct in Mozi Services, and for any consequences thereof.

You agree to use Mozi Services only for purposes that are legal, proper and in accordance with the Terms of Service and any applicable policies or guidelines. Mozi has the right but not the obligation to monitor and edit or remove any activity or any Instructional Content. Mozi takes no responsibility and assumes no liability for any Instructional Content posted by You or any other account holder. You agree that you will not engage in any activity that interferes with or disrupts Mozi Services.

Account holders outside of the United States agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to and from the United States or your country of residence.

3. Third Party Content

If you use or assign Third Party Content in Mozi Services, You agree and confirm that: (1) the Third Party Content is in the public domain, (2) a Third Party licensor is the owner of and retains all patent, trademark and copyright rights to such Third Party Content, and You are licensed to use the Third Party Content through purchase or other form of license, or (3) You are making "fair use," for educational purposes, of such Third Party Content.

You further agree that Mozi does not take title to or claim ownership of Third Party Content You use in Mozi Services and nothing in these Terms of Service may be construed as infringing upon a third party's patent, trademark and copyright rights, if any, to the Third Party Content.

4. Privacy; Account Access

Any personally identifying information submitted through Mozi Services is subject to our Privacy Policy, the terms of which are incorporated herein. Please read our Privacy Policy.

By using Mozi Services, you acknowledge and agree that Mozi may access, preserve, and disclose your account information and any Content associated with that account if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce the Terms, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), or (d) protect against imminent harm to the rights, property or safety of Mozi, its users or the public as required or permitted by law.

5. Children's Online Privacy Protection Act

If you are a school, district or teacher in the United States and want your students who are under the age of 13 to create Mozi accounts, you agree that you are responsible for complying with the U.S. Children's Online Privacy Protection Act ("COPPA") and, to the extent applicable, The Family Educational Rights and Privacy Act ("FERPA"). This means you must notify those students' parents/guardians of the personally identifiable information Mozi will collect and obtain parental/guardian consent before your students establish accounts or use Mozi Services. When obtaining such consent, you must provide parents/guardians with a copy of our Privacy Policy. You must keep all consents on file and provide them to us if we request them.

6. Digital Millennium Copyright Act

If you are a copyright owner or an agent thereof and believe that any Content in Mozi Services infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Mozi with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Mozi to locate the material;

- Information reasonably sufficient to permit Mozi to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner or its agent and is not permitted under the law as a “fair use” by educators for educational purposes; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

To notify us, please contact our copyright agent as follows: Copyright Agent, Core Innovate, Inc., 3308 Alma Ave., Manhattan Beach, CA 90266, email: mozi@coreinnovate.com. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Mozi customer service. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

7. Mozi Service

Mozi Services are available as a paid service and can be purchased with a check or current valid credit card (collectively, “Payment Method”).

Services designed for individual users can only be used by a single individual. Sharing of these accounts is prohibited.

Billing

By starting your applicable Service, you are expressly agreeing that we are authorized to charge you one-time, monthly or annually, depending on your billing plan, at the then current rate, and any other charges you may incur in connection with your use of the applicable Service. Please note that prices and charges are subject to change with notice. As used in these Terms, "billing" shall indicate either a charge or debit, as applicable, to your account. The fee will be billed at the beginning of the paying portion of your membership. If you are on a Service with a recurring billing plan, you must use a valid credit card for your Payment Method and a fee will be billed to that Payment Method each month thereafter or each year thereafter, unless and until you cancel your membership. You will be billed on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment. In the event your paying membership began on a day not contained in a given month, we would bill your Payment Method on the last day of such month. For example, if you started a monthly Service on January 31st, your next payment date is February 28th and your Payment Method would be billed on that date. You acknowledge that the amount billed each month may

vary from month to month for reasons that may include differing amounts due to purchases you--or in the case of School Service, your agents--make of third party copyright content made available in Mozi Services , and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or related charges. Check with your bank and credit card issuers for details.

Service fees and charges are fully earned upon payment. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our customers ("Credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information by emailing us at mozi@coreinnovate.com. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

Ongoing Services for Services with recurring billing plans (currently the "Personal" Plan)

The Service will continue unless and until you cancel your service or we terminate it. You must cancel your service before it renews for the next applicable period in order to avoid billing of the next month's or year's fees to your Payment Method. We will bill the fee to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Fees are fully earned upon payment.

Cancellation

You may cancel the Service at any time. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH or PARTIAL-YEAR SERVICE PERIODS. To cancel, email us at mozi@coreinnovate.com.

8. Modifications to Service

Mozi reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Mozi Services (or any part thereof) with or without notice. You agree that Mozi shall not be liable to you or to any third party for any modification, suspension or

discontinuance of Mozi Services. Mozi will not suspend or discontinue Service prior to the completion of the term of any paid portion of an applicable agreement to provide Service.

9. Termination of Free Service

You may discontinue your use of free Mozi Services at any time. You agree that Mozi may at any time and for any reason, including a period of account inactivity, terminate your access to Mozi Services, terminate the Terms, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to Mozi Services, your account or any files or other content contained in your account. Sections of these Terms relating to Termination, Indemnity, Disclaimer of Warranties, Limitations of Liability, Exclusions and Limitations and those relating to choice of law, severability and statute of limitations shall survive expiration or termination.

10. General Practices regarding Use and Storage

You agree that Mozi has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted by Mozi Services. For the Service, we retain real-time database backups which allow us to restore the application database if Content or other communications are temporarily lost.

You acknowledge that Mozi may have set no fixed upper limit on the number of transmissions you may send or receive through Mozi Services or the amount of storage space used; however, we retain the right, at our sole discretion, to create limits at any time with or without notice.

Upon the termination of your use of Mozi Services, Mozi will close your account and you will no longer be able to retrieve content contained in that account.

11. Mozi Proprietary Rights

You acknowledge and agree that Mozi Services and any necessary software used in connection with Mozi Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties.

Except as expressly authorized in writing by Mozi you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on any Software that is protected by Mozi intellectual property rights.

Subject to the Terms, Mozi grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or

otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software, unless such activity has been expressly authorized by Mozi in writing. You agree not to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to Mozi Services. You agree not to access Mozi Services by any means other than through the interface that is provided by Mozi for use in accessing Mozi Services except as specifically authorized in a separate written agreement.

Except as expressly authorized by Mozi in writing, you agree not to use, copy, imitate, or incorporate any trademark, service mark, trade dress, company name, or product name in a way that is likely to cause confusion among consumers. You also agree not to remove, obscure, or alter Mozi's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Mozi Services or Software.

12. Non-Commercial Use

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of Mozi Services, use of Mozi Services , or access to Mozi Services except as otherwise expressly provided in the Terms of Service or as specifically authorized in a separate written agreement.

13. Links

Mozi Services may provide, or Mozi Services account holders or third parties may provide, links to other World Wide Web sites or resources in, Instructional Content, or otherwise. Mozi has no control over such sites and resources and you acknowledge and agree that Mozi is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Mozi 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 use of or reliance on any such goods or services available on or through any such site or resource.

14. Indemnity

You agree to hold harmless and indemnify Mozi, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners (collectively "Mozi and Partners") from and against any third party claim arising from your direct and intentional use of Mozi Services, violation of the Terms or any other actions connected with use of Mozi Services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits,

judgments, litigation costs and attorneys' fees, of every kind and nature. For a public entity purchasing Service, the extent of these indemnification obligations may be limited by applicable state law. In such a case, Mozi will provide you with written notice of such claim, suit or action.

Mozi agrees to hold harmless and indemnify You from and against any third party claim arising from negligence or willful misconduct of Mozi, violation of the Terms or any other actions connected with Mozi Services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, you will provide Mozi with written notice of such claim, suit or action.

15. Service Level Commitment for the Premium Service

Mozi provides a 99.9% guaranteed uptime Service Level Commitment for the Mozi Services. This Service Commitment does not apply to downtime: (i) that is caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems outside of Mozi's service infrastructure; (ii) that results from any actions or inactions of you or any third party; or (iii) that results from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control). In the event of downtime, your sole remedy is a service credit for the downtime period calculated on a pro rata basis.

16. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- YOUR USE OF MOZI SERVICES IS AT YOUR SOLE RISK. MOZI SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MOZI AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- MOZI AND PARTNERS DO NOT WARRANT THAT (i) MOZI SERVICES WILL MEET YOUR REQUIREMENTS, (ii) MOZI SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF MOZI SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH MOZI SERVICES WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

- ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF MOZI SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MOZI OR THROUGH OR FROM MOZI SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

17. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MOZI AND PARTNERS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MOZI OR PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE MOZI SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM MOZI SERVICES ; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON MOZI SERVICES ; OR (v) ANY OTHER MATTER RELATING TO MOZI SERVICES .

18. Exclusions and Limitations

NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED.

19. General Provisions

Entire Agreement

The Terms (including any policies, guidelines or amendments that may be presented to your from time to time such as Program Policies and Legal Notices) constitute the entire agreement between you and Mozi and govern your use of Mozi Services, superseding any prior agreements between you and Mozi for the use of Mozi Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Mozi Services, affiliate services, third-party content or third party software.

Choice of Law and Forum

The Terms and the relationship between you and Mozi shall be governed by the laws of the State of California without regard to its conflict of law provisions except when the Service is purchased by a public entity that is bound by the choice of law and forum of their home state.

Waiver and Severability of Terms

The failure of Mozi to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Mozi Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in the Terms, there shall be no third party beneficiaries to the Terms.

Notice

You agree that Mozi may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on Mozi Services .

The section headings in the Terms of Service are for convenience only and have no legal or contractual effect.