Terms of Use

Welcome to the Rep'd website ("the Website") created by Barry Slater, Inc., a

Delaware corporation doing business as Rep'd ("Rep'd," "Company," "We," "Us," or

"Our"). These Terms of Use ("Terms") are a contract between You ("You" or "Your")

and rep'd including its successors, subsidiaries, and affiliates (collectively "rep'd,"

"Company," "We," "Us," or "Our"), with regard to the access and use of The Website

and its component pages, content, and/or online services made available through the Website. Any references to rep'd shall include, where appropriate, its employees, officers, directors, investors, agents, consultants, assignees, affiliates, partners, contractors, attorneys, accountants, advertisers, and any and all other individuals and organizations providing services on behalf of rep'd. Please read these Terms fully and carefully before accessing and using the website. 1. Use. a) Acceptance. By clicking the box to accept these Terms, and/or by accessing and using The Website, You accept and agree to be legally bound by these Terms and all prospective amendments to these Terms, including Our Privacy Policy. This agreement is made by You, just as if it had been made in writing. If You do not agree to these Terms, do not use this Website or any of Our features, products, or services within the Website.

b) Amendment. We may amend these Terms from time to time in Our sole

posting. Your continued access to The Website constitutes an agreement to be bound to the Terms then effective and as amended. You also agree to accept notice of posting of any amendments or new terms through Us posting such amendments or new terms in the Website. Please review the Terms periodically so you are aware of any amendments. c) Additional Terms. Although You are always bound by the Terms, in using additional features, products, or services You may be bound by and subject to

discretion. All amendments to these Terms will be effective immediately upon

additional terms, including but not limited to Frequently Asked Questions ("FAQs"), guidelines, and rules applicable to certain features, products, or services. These additional terms may be posted and modified periodically. Any and all additional terms will not change or replace these Terms regarding use of the Website, unless expressly stated. Any and all additional terms are incorporated within these Terms by reference.

d) Capacity. This Website is designed for a general audience as a service for adults ages eighteen (18) and over. We will assume (and by using this Website You warrant that) You have legal capacity to enter into the agreement set out in these Terms, including but not limited to, that You are of sufficient age and mental capacity, and are otherwise entitled to be legally bound in contract. 2. Rep'd Account

a) Login. The Website may require an account login feature to allow You to post, submit, or engage with content, and track information related to submitted questions. We reserve the right to determine, in Our sole discretion, any features, products, or services offered as part of the Website. b) Eligibility; Account Information. In order to create an account, you must be at least eighteen (18) years of age and complete the registration process by providing Us with complete, current, and accurate information as requested in our online registration form. By creating an account, You agree to provide true, accurate, and current data in connection with that account. Any usernames and passwords used for this Website are for individual use only. You are solely responsible for

maintaining the security and confidentiality of the password You use to access Your

account. You agree to notify Rep'd immediately of any unauthorized use of Your

for any loss that You may incur as a result of someone using Your username,

username, password, or account, or any other breach of security. We are not liable

THIS WEBSITE IS NOT AVAILABLE TO PERSONS OUTSIDE THE UNITED STATES. AND

THESE TERMS APPLY ONLY TO PERSONS WITHIN THE UNITED STATES. THIS WEBSITE IS ALSO NOT AVAILABLE TO ANY PERSONS SUSPENDED OR REMOVED FROM THE WEBSITE BY REP'D. IN USING THIS WEBSITE, YOU REPRESENT THAT YOU

to Your account, either directly or indirectly.

the Website to You or any user at any time.

3. Termination: Modification.

account, email dave@repd.us.

4. Privacy.

password, or account, either with or without Your knowledge.

REMOVED FROM THE WEBSITE. PERSONS CHOOSING TO ACCESS THIS WEBSITE DO SO AT THEIR OWN DISCRETION AND INITIATIVE. AND ARE RESPONSIBLE FOR COMPLIANCE WITH THESE TERMS, ALL LOCAL LAWS AND RULES, INCLUDING BUT NOT LIMITED TO, SUCH LAWS AND RULES REGARDING THE INTERNET, DATE, EMAIL, ELECTRONIC MESSAGES, PRIVACY, AND SECURITY. c) Social Features. You understand and agree that the Website may include

comments, likes, up-voting, and additional social network/engagement functions

and Your activities (e.g., browsing, content viewing, comment posting, interactions

with individuals and Rep'd on the Website, etc.) may be shared with others both on

ARE A RESIDENT OF THE UNITED STATES WHO HAS NOT BEEN SUSPENDED OR

and off the Website. If you do not want Your activities to be shared, Your only option is to not use the Website. d) Length. Your account will continue until You request to cancel Your account or Rep'd, in its sole discretion, cancels Your account. e) Use. The Website and its contents are for Your personal and non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, services, or features obtained from the Website without Our prior written consent. Your account may not be assigned or transferred to any other person or entity, nor may You provide any other person or entity with access

f) Unavailability. Your access to the Website and Your account may be unavailable

or interrupted from time to time for a variety of reasons, many of which We cannot

control. We are not responsible for any interruptions of Your access to the Website

<u>g) Right to Refuse</u>. Rep'd reserves the right to refuse or revoke service or access to

Without any further notice and at any time, You understand and agree that Rep'd

may terminate, cancel, deactivate, and/or suspend Your access to the Website and

to Your account, including any and all of Your content, comments, activities, data,

inputs, or any other information or material in any form. Rep'd reserves the right to

discontinue, modify, alter, or change any policy, feature, product, or service of the

Website, including Your account. You understand, acknowledge, and agree that

Your sole right regarding the termination or modification of Your account or the

Website, is to cancel Your account and to stop using the Website. To cancel your

or Your account, or any of the consequences from such interruptions.

Your privacy is important to Us. By using this Website, You agree to the collection and use of your information within the terms of our Privacy Policy. Please review our Privacy Policy regularly for more information. 5. Monitoring.

Rep'd may, but has no obligation to, monitor the use by You and other users of the

Website. During monitoring, any information relating to any user or their respective

posted on any portion of the Website as necessary to satisfy any law, regulation, or

activities on the Website may be examined, recorded, copied, and used for

authorized purposes in accordance with these Terms and Our Privacy Policy.

Furthermore, Rep'd reserves the right at all times to disclose any information

governmental request, or to refuse to post, or to remove, any information or

objectionable or in violation of these Terms.

right of publicity, or other proprietary rights.

images or other material of a sexual nature.

6. Conduct And Acceptable Use.

enjoying the Website.

materials, in whole or in part, that in Rep'd's sole and absolute discretion finds

The following rules are a condition of Your use of and access to the Website. You are responsible for the content of Your communications and representations on the Website, and those communications and representations made in Your account on the Website. We may require, at any time, proof that You are following these rules. We reserve the right to take, or refrain from taking, any and all steps available to Us, including

suspending or terminating Your access to the Website or seeking other legal or

equitable remedies, once We become aware of any violation of these Terms.

a) No Interference. You may not interfere with any other user from using or

in its sole and absolute discretion, shall determine whether any content You transmit or receive or Your use of the Website and its content violates this provision.

other form of unauthorized solicitation.

b) No Bullying. You may not use the Website to threaten, abuse, harass, or invade the privacy of any person. c) Content Posted By You Must Be Yours. You may not post, transmit, or otherwise distribute or facilitate the distribution of content that is fraudulent or infringes the rights of any third party, including without limitation, patent, trademark, copyright,

d) Your Materials Must Be Lawful And Appropriate. You may not upload, post, or

otherwise inappropriate information of any kind, including without limitation, any

e) Do Not Damage The Website Or Servers. You may not upload, post, or otherwise

distribute or facilitate the distribution of software viruses, Trojan horses, worms,

time bombs, cancelbots, or any other computer code or files that are designed to

disrupt, damage, or limit the functioning of any software, hardware, or portion of

the Website, any other online services, or to obtain unauthorized access to the

f) No Unauthorized Access. You may not attempt to gain unauthorized access to

other computer systems or networks connected to the Website or use the Website,

its content, or any information contained therein for any unlawful purpose. Rep'd,

g) No Collection Of Personal Information From Other Users. You may have access to

certain Personal information (as defined in Our Privacy Policy) of other users and

may use such information solely and strictly in accordance with these Terms and

the Website otherwise in violation of these Terms or our Privacy Policy or use any

such information for the purpose of transmitting or facilitating transmission of

unauthorized or unsolicited advertising, junk, or bulk email, chain letters, or any

h) Be Yourself. You may not impersonate, falsely state, or otherwise misrepresent

our Privacy Policy. You are not permitted to collect information about other users of

Website, content, or any data or other information of any third party.

otherwise distribute or facilitate the distribution of any unlawful, threatening,

abusive, libelous, defamatory, obscene, pornographic, profane, indecent, or

Your personal, professional, or other affiliation to Rep'd or with any other person or entity. i) No Criminal Or Unlawful Conduct. You may not use the Website or its content or any information contained therein for any unlawful purpose, and You may not encourage conduct that would constitute a criminal offense or give rise to civil liability. You may not use any services in connection with any site or other use that

contains or is associated with information or content prohibited by this section.

j) Follow These Terms And Conduct Rules. You may not take any action on the

The Website may provide certain features that permit You and other users to

submit content or information, which may include text, pictures, videos, messages,

suggestions, materials, works of authorship, ideas, or concepts ("User Content"). At

Except Candidate Content (as defined herein), You represent that any User Content

shall become, and remain, the property of Rep'd. You agree that any User Content

including modification, reproduction, transmission, publication, advertising, press,

publicity, broadcast, and posting in any media. You additionally agree that Rep'd is

marketing, and selling products and services based upon such information without

By submitting such User Content, You are assigning and transferring any and all

right, title and interest in User Content to Rep'd, including any moral rights. You

infringe any third-party intellectual property rights. You agree not to transmit any

unlawful, threatening, harassing, libelous, defamatory, obscene, pornographic, or

person's name, or other material that could constitute or encourage conduct that

could be considered a criminal offense or violate any law. You shall not, without the

represent and warrant that User Content and/or Candidate Content does not

profane material, any material submitted without permission under another

free to use any ideas, concepts, techniques, or know-how contained in any User

Content or Teacher Content you send to or post on or via the Website for any

purpose whatsoever including but not limited to developing, manufacturing,

or Candidate Content, in whole or in part, may be used by Rep'd for any purpose

Website that violates any applicable law or these Terms.

times, this content may be shared by You, other users, or Rep'd.

any obligation to compensate You or anyone else for them.

7. User Submissions And Content.

express written approval of Rep'd submit any materials which contains advertising or any solicitation with respect to products or services. Rep'd shall have the right, in its sole discretion, to edit or remove any material portion of User Content or Candidate Content, which in its sole discretion, it finds to be in violation of the provisions of this agreement or otherwise objectionable. For purposes of these Terms, a "Candidate" is defined as an individual engaged by Rep'd to provide answers to user-submitted questions. Notwithstanding the above, if You are a Candidate, You retain the intellectual property rights for any content

that You submit to Rep'd on or via the Website in Your capacity as a Candidate on

the Website ("Candidate Content"). In submitting Candidate Content on, via, or for

worldwide license to use such Candidate Content in accordance with these Terms

DO NOT INCLUDE YOUR PERSONAL INFORMATION OR PERSONALLY IDENTIFIABLE

CONTACT INFORMATION IN ANY PART OF THE WEBSITE ACCESSIBLE TO USERS.

HOME, BUSINESS, OR EMAIL ADDRESS. ANY POSTING OF SUCH INFORMATION IS

EXPRESSLY AT YOUR OWN RISK. NO USER CONTENT OR CANDIDATE CONTENT

INCLUDING BUT NOT LIMITED TO YOUR HOME OR PERSONAL TELEPHONE NUMBER,

(EACH AS DEFINED HEREIN) SHALL BE CONSTRUED TO BE PROFESSIONAL ADVICE

OR OPINIONS IN ANY REGARD, INCLUDING WITHOUT LIMITATION MEDICAL ADVICE,

LEGAL ADVICE, TAX ADVICE, OR OTHER SIMILAR ADVICE DISPENSED BY LICENSED

AND QUALIFIED PROFESSIONALS ("PROFESSIONAL ADVICE"). ALL QUESTIONS,

CANDIDATE CONTENT-PROVIDED ON THIS WEBSITE ARE FOR INFORMATIONAL

RESPONSIBILITY TO MONITOR THE WEBSITE FOR SUCH PROFESSIONAL ADVICE,

PROFESSIONAL ADVICE POSTED TO THIS WEBSITE IN CONTRAVENTION OF THESE

TERMS. REP'D ENCOURAGES USER AND CANDIDATES TO NOTIFY REP'D OF ANY

PROFESSIONAL ADVICE SHOULD THEY ENCOUNTER SUCH ON, VIA, OR THROUGH

Rep'd recognizes that users and candidates are interested in a broad range of

User Content or Candidate Content on the Website. Rep'd is simply a platform

through which users and candidates can engage each other with questions,

topics, many of which may be controversial. As such, Rep'd does not endorse any

answers, and comments, and, as such, Rep'd takes no position regarding any User

All Website content and materials including, but not limited to, articles, other text,

ANSWERS, COMMENTS, AND CONTENT-INCLUDING USER CONTENT AND

PURPOSES ONLY AND SHOULD NOT, IN ANY REGARD, BE CONSTRUED TO

AND ASSUMES NO RESPONSIBILITY OR LIABILITY REGARDING ANY SUCH

CONSTITUTE PROFESSIONAL ADVICE. REP'D DOES NOT ASSUME ANY

THE WEBSITE BY CONTACTING US AT DAVE@REPD.US.

Content or Candidate Content nor endorses same.

8. Ownership; Proprietary Rights.

the Website, You hereby grant Rep'd a nonexclusive, royalty-free, perpetual,

and the Privacy Policy.

logos, photographs, illustrations, graphics, product names, designs, logos, video material, and audio clips (collectively, "the Intellectual Property") are protected by copyright, trademark, and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned, licensed or controlled by Rep'd or the party credited as the provider or owner of the Intellectual Property (such as Teacher Content). The compilation (meaning the collection, arrangement, and assembly) of all content on the Website is the exclusive property of Rep'd and protected by United States and international copyright laws. Except as expressly authorized by Rep'd (or by a Candidate specifically for Candidate Content), You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of any Website content and materials. 9. Third-Party Sites, Products, & Services; Links. The Website may contain links to third party websites and Websites ("Third-Party

Sites"). REP'D IS NOT RESPONSIBLE FOR THIRD-PARTY SITES AND THEIR CONTENT.

THE THIRD-PARTY SITES ARE NOT CONTROLLED BY REP'D. ACCORDINGLY, REP'D

MAKES NO WARRANTIES OR CONDITIONS REGARDING SUCH THIRD-PARTY SITES,

HAS NO RESPONSIBILITY FOR THE CONTENTS OF SUCH THIRD-PARTY SITES, AND

RELIANCE ON SUCH THIRD-PARTY SITES. YOUR USE OF THIRDPARTY SITES IS AT

YOUR OWN RISK. THE INCLUSION ON THE WEBSITE OR OTHER SERVICE OF A LINK

ACCESS ANY OF THESE THIRD-PARTY SITES, PLEASE UNDERSTAND THAT IF YOU

TO A THIRD- PARTY SITE DOES NOT IMPLY AN ENDORSEMENT BY REP'D. WHEN YOU

VISIT THIRDPARTY SITES THEN YOUR RIGHTS AND OBLIGATIONS WHILE ACCESSING

AND USING THOSE SITES WILL BE GOVERNED BY THE AGREEMENTS AND POLICIES

10. Disclaimer; No Warranties; Limitation On Liability And Damages.

SUBJECT TO THE FINAL PARAGRAPH OF THIS SECTION, REP'D AND/OR ITS

REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY,

TIMELINESS, LACK OF VIRUSES, OR OTHER HARMFUL COMPONENTS AND

ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND

RELATED GRAPHICS CONTAINED WITHIN THE WEBSITE, CONTENT, USER CONTENT,

OR TEACHER CONTENT FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE,

PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT

WARRANTY OF ANY KIND. TO THE EXTENT ALLOWABLE BY LAW, REP'D AND/OR ITS

WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE,

WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

RESPECTIVE LICENSORS, AFFILIATES, AND SUPPLIERS HEREBY DISCLAIM ALL

PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED

YOU ALSO SPECIFICALLY AGREE THAT REP'D IS NOT RESPONSIBLE FOR ANY

YOU FURTHER AGREE THAT REP'D AND/OR ITS RESPECTIVE LICENSORS,

ALLOWABLE BY LAW, IN NO EVENT SHALL REP'D AND/OR ITS RESPECTIVE

CONTENT SENT USING AND/OR INCLUDED IN THE WEBSITE BY ANY THIRD PARTY.

AFFILIATES, AND SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE

ALSO SUBJECT TO THE FINAL PARAGRAPH OF THIS SECTION AND TO THE EXTENT

LICENSORS, AFFILIATES, AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT,

PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR ANY DAMAGES

SET FORTH ABOVE IS HELD INAPPLICABLE OR UNFORCEABLE FOR ANY REASON,

WHATSOEVER. IF THIS LIMITATION OF LIABILITY OR THE EXCLUSION OF WARRANTY

THEN REP'D'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES SHALL BE LIMITED

TO \$100. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH

ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE

NOTWITHSTANDING THE ABOVE, NOTHING IN THIS SECTION SHALL BE

CAUSED BY REP'D'S OWN NEGLIGENCE OR INTENTIONAL OR UNLAWFUL

UNDERSTOOD TO LIMIT REP'D'S LIABILITY FOR PERSONAL INJURY OR DEATH

MISCONDUCT OR FOR ANY DAMAGES CAUSED BY REP'D'S FAILURE TO EMPLOY

REASONABLE DATA SECURITY PRACTICES AS REQUIRED BY UNITED STATES LAW

You agree to indemnify and hold Rep'd, its employees, officers, directors, investors,

agents, consultants, assignees, affiliates, partners, contractors, attorneys,

accountants, advertisers, and any and all other individuals and organizations

providing services on behalf of Rep'd harmless from all claims, liabilities, losses,

damages, and expenses (including attorneys' fees and expenses) arising out of or

relating to Your breach or alleged breach of any terms or conditions contained in

These Terms, including Our Privacy Policy, are governed by the laws of the State of

New York, without respect to its conflict of laws principles. Jurisdiction for any

USING THE WEBSITE AND TERMINATE YOUR ACCOUNT.

AND CONTEMPLATED BY OUR PRIVACY POLICY.

11. Indemnification: Hold Harmless.

these Terms.

12. Dispute.

16. Headings.

contained herein.

17. Entire Agreement.

WEBSITE AND/OR MAY DISCONTINUE ANY PART OF THE WEBSITE AT ANY TIME.

PURPOSE, WORKMANLIKE EFFORT, TITLE, AND NON-INFRINGEMENT.

RESPECTIVE LICENSORS, AFFILIATES, AND SUPPLIERS MAKE NO

RELATING TO THE USE OF THOSE SITES.

WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR USE OF OR

claims, lawsuits, or other actions (collectively, "Claims") arising under this agreement shall lie exclusively with the state or federal courts within Manhattan, New York. If any provision of the 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 the Terms shall be deemed a further or continuing waiver of such term or any other term. You agree that neither You, nor Your representatives, shall have the right or authority to bring any Claims on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other users, Teachers, or other persons similarly situated. 13. Assignment. Rep'd may assign its rights and obligations under these Terms, and any assignment will inure to the benefit of Our successors, assigns, and licensees. 14. Severability. If any provision of these Terms, including the Privacy Policy, is found invalid, illegal, or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect, as shall this agreement, as if such invalid, illegal, or unenforceable provisions had never been a part of these Terms. 15. Survivability. Sections 4, 7, 8, 11, 12, 13, 14, 16, 18, 19, and 20 shall survive any termination of this agreement.

Rep'd and You regarding the subject matter of these Terms. These Terms cancel and supersede all prior understandings between Rep'd and You regarding the rights herein. No provision of these Terms shall be modified or amended except as expressly stated within the Terms. 18. No Waiver. NO WAIVER OF ANY OF THESE TERMS BY REP'D IS BINDING UNLESS AUTHORIZED IN WRITING BY AN EXECUTIVE OFFICER OF REP'D. IF REP'D WAIVES A BREACH OF ANY PROVISION OF THE TERMS, ANY SUCH WAIVER WILL NOT BE CONSTRUED AS A CONTINUING WAIVER OF OTHER BREACHES OF THE SAME NATURE OR OTHER PROVISIONS OF THE TERMS AND WILL IN NO MANNER AFFECT THE RIGHT OF REP'D TO ENFORCE THE SAME AT A LATER TIME.

All headings used in these Terms are for reference purposes only and shall not be

used to interpret, analyze, or construe these Terms or the terms, representations,

These Terms, including the Privacy Policy, represent the entire agreement between

covenants, agreements, certifications, declarations, affirmances, or statements

19. Children's Online Privacy Protection Act ("COPPA") Notification. This Website is not designed or intended for use by children under the age of 18.

Pursuant to 47 U.S.C. Section 230(d) as amended, Rep'd hereby notifies You that parental control protections (such as computer hardware, software, or filtering services) are commercially available and may assist You in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the Electronic Frontier Foundation website, http://www.eff.org. 20. Digital Millennium Copyright Act.

Pursuant to Title II of the Digital Millennium Copyright Act, all claims of copyright infringement for material that is believed to be residing on the Website, should be promptly sent in the form of written communication to Rep'd at dave@repd.us. All claims must include the following information: a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

b) Identification of the copyrighted work claimed to have been infringed, or if

notification, a representative list of such works at that site or Website;

multiple copyrighted works at a single online site or Website are covered by a single

c) 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 the service provider to locate the

material; d) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;

e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

f) A statement that the information in the notification is accurate, and under owner of an exclusive right that is allegedly infringed.

penalty of perjury, that the complaining party is authorized to act on behalf of the 21. Contact. If you have any questions about these Terms, including Our Privacy Policy, please contact Us at:

Email: dave@repd.us Address: 225 W. 106th Street (Apt. 5J), New York, NY 10025

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