

SKWKY Terms & Conditions

Version 1 - May 2026

Introduction

SKWKY (the "Site and Mobile App") is owned and operated and presented to you and other users of the Site by XXXXXXXX Company, a UK Limited company ("SKWKY"). Any reference to "our," "we," "us" or the like shall mean SKWKY

Please read these terms of use carefully before using the application. By using the application or by clicking a box that states that you accept or agree to these terms, you signify your agreement to these terms of use, and our privacy policy that is incorporated herein by reference and can also be found on the Site. If you do not agree to these terms of use and/or our privacy policy, you may not use the Site.

This Terms of Service/User Agreement ("Agreement") governs your access to and use of the Site, whether in the capacity of a RJ Practitioner, Educator, HR Professional or other site visitor utilizing any of our features and/or activities that shall also be considered part of the "Service." Portions of the SKWKY Service are publicly available to all visitors to the site. Other portions of the Service are available only to registered and/or paying (collectively, "Members"). By registering with SB or by using the Service in any manner – including, but not limited to, visiting the www.restorativ.co website – you acknowledge and agree to the terms stated in this Agreement. This Terms of Service applies to both visitors and Members.

If you are a parent or guardian and you provide your consent to your child's registration with the Site, you agree to be bound by these terms of use in respect of their use of the Site.

All users agree to uphold their responsibilities under the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), the Children's Online Privacy and Protection Act ("COPPA"), the General Data Protection Regulation ("GDPR"), California Consumer Privacy Act ("CCPA").

Due to the potential of user interest, we have included some information below related to the Children's Online Privacy and Protection Act ("COPPA"). COPPA requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. Therefore, we may collect personal information through the Service from a child under 13 where that student's school, district, and/or teacher has agreed (via the terms described in the following paragraph) to obtain parental consent for that child to use the Service and disclose personal information to us or where the parent or legal guardian of a child has signed the child up to use the Service. If you are a student under 13, please do not send any personal information about yourself to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian

or if your parent or guardian has not signed you up to use the Service, and please do not send any personal information other than what we request from you in connection with the Service. If we learn we have collected personal information from a student under 13 without parental consent being obtained by his or her parent, guardian, school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at info@restorativ.co.

You represent and warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Service and gotten your parent or guardian to agree to these Terms on your behalf, as we described earlier, and also to agree to these Terms on their own behalf). You also certify that you are legally permitted to use and access the Service and take full responsibility for the selection and use of and access to the Service. This Agreement is void where prohibited by law, and the right to access the Service is revoked in such jurisdictions.

Note that special Terms apply to some Services offered on the Site, like subscription-based services, rules for particular contests or other features or activities. These terms are posted in connection with the applicable service. Subject to applicable law, any such terms are in addition to these terms of use, and in the event of a conflict, prevail over these terms of use.

You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the Site and receipt of data, materials and information available at or through the Site, the possibility of our use or display of your Solicited Submissions (as defined below in section entitled "Submissions") and the possibility of the publicity and promotion from our use or display of your Solicited Submissions.

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH SB ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Arbitration Agreement

By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against SKWKY on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against SKWKY and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against SKWKY by someone else.

Agreement to Binding Arbitration Between You and SKWKY

You and SKWKY agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and SKWKY, and not in a court of law.

Unless both you and SKWKY otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and SKWKY each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

Rules and Governing Law.

The arbitration will be administered by an appointed UK arbitrator in accordance with the Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes then in effect, except as modified by this Arbitration Agreement.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement will govern its interpretation and enforcement and proceedings pursuant thereto.

Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the arbitration rules.. The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the UK and will be selected by the parties from the roster of consumer dispute arbitrators.

Location and Procedure

Unless you and SKWKY otherwise agree, the arbitration will be conducted in the UK. If your claim does not exceed GBP10,000, then the arbitration will be conducted solely on the basis of documents you and SKWKY submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds GBP10,000, your right

to a hearing will be determined by the arbitration rules. Subject to the arbitration rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The Arbitrator will render an award within the time frame specified in the arbitration rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. SKWKY may be entitled under applicable law to recover, attorneys' fees and expenses if SKWKY prevails in arbitration.

Fees

Your responsibility to pay any arbitration filing, administrative and arbitrator fees will be solely as set forth in the arbitration rules.

Changes

Notwithstanding the provisions in Section I above, regarding consent to be bound by amendments to these Terms, if SKWKY changes this Arbitration Agreement after the date you first agreed to the Terms (or to any subsequent changes to the Terms), you may reject any such change by providing SKWKY written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery c/o SKWKY or (b) by email from the email address associated with your Account to: info@restorativ.co. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and SKWKY in accordance with the provisions of this Arbitration Agreement as of the date you first agreed to the Terms (or to any subsequent changes to the Terms).

Severability and Survival

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Site. Your mobile network's data and messaging rates and fees may apply if you access or use the Site from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. SKWKY does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

All information, materials, functions and other content including Submissions, as defined later in these Terms & Conditions under "Submissions" ("Content") contained on the Site are our copyrighted property or the copyrighted property of our licensors or licensees. All trademarks, slogans, service marks, trade names, and trade dress are proprietary to us and/or our licensors or licensees. We may change the Site or delete Content or features at any time, in any way, for any reason.

Except as we specifically agree in writing, no Content from the Site may be used, reproduced, transmitted, distributed or otherwise exploited in any way other than as part of the Site, not even as part of a derivative work, except that where a Site is configured to enable the download of particular Content, you may download one copy of such Content to a single computer for your personal, noncommercial home use only, provided that you (a) keep intact all copyright and other proprietary notices, (b) make no modifications to, and do not rent, lease, loan, sell, distribute, copy (except to create a single copy for your own backup purposes), or create any derivative works based on the Site or the Content, in whole or in part, and (c) do not use the Content in an unlawful manner or in a manner that suggests an association with any of our products, services or brands. Using our Content for any other purpose, including but not limited to "re-mailing" or high-volume or automated use of the Site or using any of our Content on any other Web site or networked computer environment, is a violation of our copyright and other proprietary rights and is strictly prohibited.

In the event that we offer downloads of software on the Site and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by us or third-party licensors for your limited, personal, noncommercial home use only. We do not transfer title to the Software to you.

Except as permitted under applicable law, you may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble, adapt it, or otherwise reduce the Software to a human-readable form, except to the extent permitted by applicable law.

Use of the Site or any software, code, device or other mechanism that allows automated gameplay, expedited gameplay, or other manipulation of gameplay or game client will result in immediate termination of the Account. SKWKY reserves the right, in its sole and absolute discretion, to determine what constitutes manipulation of gameplay or game client.

Interaction with Third Parties

The Services may contain links to third party websites or services (“Third Party Services”) that are not owned or controlled by SKWKY, or the Services may be accessible by logging in through a Third Party Service. When you access Third Party Services, you do so at your own risk. You hereby represent and warrant that you have read and agree to be bound by all applicable policies of any Third Party Services relating to your use of the Services and that you will act in accordance with those policies, in addition to your obligations under this Agreement. SKWKY has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any Third Party Services. In addition, SKWKY will not and cannot monitor, verify, censor or edit the content of any Third Party Service. By using the Services, you expressly relieve and hold harmless SKWKY from any and all liability arising from your use of any Third Party Service. Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that SB shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that SKWKY is under no obligation to become involved. In the event that you have a dispute with one or more other users or third parties, you hereby release SKWKY, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

SKWKY provides links as a convenience only and such links do not imply any endorsement by SKWKY of those sites or their owners. SB has the right to remove such links at its sole discretion.

YOU ACKNOWLEDGE AND AGREE THAT NOTHING IN THESE TERMS OF USE SHALL HAVE THE EFFECT OF TRANSFERRING THE OWNERSHIP OF ANY COPYRIGHTS, TRADEMARKS, SLOGANS, SERVICE MARKS, TRADE NAMES, TRADE DRESS OR OTHER PROPRIETARY RIGHTS IN THE SITE OR CONTENT OR ANY PART THEREOF TO YOU OR ANY THIRD PARTY NOR TO AUTHORIZE YOU TO CREATE DERIVATIVE WORKS BASED ON THE CONTENT. You undertake not to do any act or thing, which is inconsistent with or likely in any way to prejudice such title.

Submissions

In these Terms of Use, we use the word "Submissions" to mean text, messages, ideas, concepts, pitches, suggestions, stories, screenplays, treatments, formats, artwork, photographs, drawings, videos, audiovisual works, musical compositions (including lyrics), sound recordings, characterizations, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate or otherwise distribute (collectively, "Distribute") on or through the Site.

There are two types of Submissions: Solicited Submissions and Unsolicited Submissions. "Solicited Submissions" means those Submissions (a) that we expressly request or enable you to provide to us via any feature or activity on the Site for our review or display and possible specifically-defined consideration or compensation (collectively, "Consideration") (such as prizes or other value in games, sweepstakes, contests and promotions); and (b) that you Distribute on or through the Site for which you do not seek Consideration (such as in our Guest Services and in Public Forums (as defined below in Section 6, entitled "PUBLIC FORUMS AND COMMUNICATION")). "Unsolicited Submissions" are any and all Submissions that do not fall within subparagraphs (a) or (b) of this paragraph.

DO NOT DISTRIBUTE ANY UNSOLICITED SUBMISSIONS; NO IMPLIED CONTRACT.

Our long-standing company policy does not allow us to accept or consider Unsolicited Submissions so please do not Distribute Unsolicited Submissions on or through the Site. We want to avoid the possibility of future misunderstandings when projects developed by us or under our direction might seem to others to be similar to their own creative work. We therefore ask that you not Distribute any Unsolicited Submission. In any event, you agree that any Submissions you make is not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of any review, compensation or consideration of any type (other than any stated Consideration).

Except as expressly stated in these terms of use, the provisions of these terms of use apply equally to Unsolicited Submissions and Solicited Submissions. Accordingly, we, our licensees, distributors, agents, representatives and other authorized users shall be entitled to exploit and disclose all Submissions, and we shall not be liable to you or to any person claiming through you for any exploitation or disclosure of any Submission.

Licenses and Representations

You hereby grant us and our licensees, distributors, agents, representatives and other authorized users, a non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license for an indeterminate period (or for such maximum period permitted by applicable law) under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual and industrial property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify (including removing lyrics and music from any Submission or substituting the lyrics and music in

any Submission with music and lyrics selected by us), create derivative works based upon, perform and otherwise exploit such Submissions, in whole or in part, in all media formats and channels now known or hereafter devised (including the Site, on third party web sites, on our broadcast and cable networks and stations, on our broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes including, without limitation, entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity (the "Submissions License").

By communicating a Submission, you represent and warrant that the Submission and your communication thereof conform to the Rules of Conduct (set forth below in section labeled "RULES OF CONDUCT") and other requirements of these terms of use and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these terms of use (including the Submissions License). These terms of use (including the Submissions License) do not limit any past or future grant of rights, consents, agreements, assignments and waivers you may have made or make with respect to Submissions.

To the extent that any Submissions you Distribute on or through the Site contains original content, songs or recordings, you hereby represent that you are a member of ASCAP, BMI, SESAC or other applicable mechanical, performing rights and/or copyright owners' society and that all musical compositions (including lyrics) and sound recordings contained in such Submissions are available for licensing to us (and our licensees, distributors, agents, representatives and other authorized users) directly from such societies. Notwithstanding the foregoing, regardless of whether you are a member of any rights society, you grant the Submissions License with respect to each and every musical composition (including lyrics) and sound recordings contained in such Submissions.

To the extent that we solicit Submissions through features or activities on or through the Site (including games, sweepstakes, contests, promotions, and Public Forums (defined below in section labeled "PUBLIC FORUMS AND COMMUNICATION") that require the use of our copyrighted works (in whole or in part), we hereby grant you a non-exclusive license to create a derivative work using our copyrighted works (in whole or in part) as required (but only as required, and only for the purpose of creating your Submissions); provided however, that such license shall be conditioned upon your assignment of all rights in the work you create to us. If such rights are not assigned to us, your license to create derivative works using our copyrighted works (in whole or in part) shall be null and void. You agree to the foregoing grant of rights, consents, agreements and assignments whether or not your Submissions are used by us.

You hereby appoint us as your agent with full power to enter into and execute any document and/or do any act which might be necessary to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these terms of use.

You agree that any Submissions you make are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of any review, compensation or consideration of any type.

To the extent any "moral rights," "ancillary rights," or similar rights ("Moral Rights") in or to the Submissions exist and are not exclusively owned by us and to the extent you are able to do so under applicable law, you agree not to enforce any such rights as to us or our licensees, distributors, agents, representatives and other authorized users, and you shall procure the same agreement not to enforce from any others who may possess such rights. To the extent such an agreement is unenforceable, you hereby give a Moral Rights Consent. To the extent any other person has Moral Rights in or to the Submission, you must obtain a Moral Rights Consent from that person and provide it on request to SKWKY. "Moral Rights Consent" means a waiver of moral rights to the maximum extent permitted by applicable law and an unconditional consent to any act or omission in relation to the Submissions by or on behalf of SKWKY or any licensee or subsequent owner of copyright in the Submissions, including an act or omission which would, but for these terms of use, infringe your moral rights.

Without limiting the scope of the Submissions License or any future grant of rights, consents, agreements, assignments, and waivers you may make with respect to Submissions, and to the extent allowed by applicable law, you hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by you with respect to Submissions submitted by you to us.

Accounts

Some services on the application permit or require you to create an account to participate or to secure additional benefits.

In consideration of your use of the Service utilizing SKWKY and/or managing a RJ Circle, you represent that you are at least 18 years of age and are not a person barred from receiving these services under the laws of the United Kingdom or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current, and complete information about yourself as prompted by the Service's registration form (the "Member Data") and (b) maintain and promptly update the Member Data to keep it true, accurate, current, and complete at all times.

You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if SKWKY has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, without limiting any other remedies, SKWKY has the right to suspend or terminate your Member Account and refuse any and all current or future use of the Service (or any portion thereof). Please see our Privacy Policy for further information. You acknowledge that you may not sublicense, transfer, sell, or assign Your Membership or account ID. Any attempt to sublicense, transfer, auction, sell or assign the Membership or account ID is void, and such attempts,

regardless of whether made by the account holder, will result in immediate termination of the account.

Educational Institutions may use the Services to automatically create accounts on behalf of its students, using Education Records to “pre-populate” those students’ names and contact information into the accounts and providing SKWKY with such information of the students. The student then chooses whether to activate an account with SKWKY to enroll in online courses, camps, or tutoring sessions, take part in the class discussion, and use other features available through the Services. We treat that pre-populated content as the Educational Institution’s confidential information; that means that we won’t disclose it or use it, except as we’re expressly required or allowed to under our Terms of Use and Privacy Policy. Once a student activates his/her account, any information in their account (even information pre-populated by Educational Institutions) belongs to them – we consider it disclosed by the individual (even if it was initially pre-populated by Educational Institutions). In the case that you are under 18, you will have to get your parents express consent for the use of our platform.

Access and Deletion of Education Records

As between an Educational Institution and SKWKY, Education Records (as defined below) continue to be the property of and under the control of the Educational Institution. You own all right, title and interest to and are solely responsible for all Education Records. Education Records shall mean student educational records that are: (1) directly related to your student; and (2) maintained by you or by a party acting for you (“Education Records”). We do not own, control, or license such Education Records, except as permitted under SB’s Terms of Use and Privacy Policy.

In order to allow SKWKY to provide you with the Services, you hereby designate SKWKY as a “school official” with a “legitimate educational interest” under FERPA in using and accessing your Education Records. You also represent and warrant to SKWKY that (a) you have obtained all consents necessary in connection with disclosing any Education Records directly or indirectly to SKWKY, or otherwise in connection with the Services, and (b) your disclosures described in (a) are not and will not be a violation of FERPA.

SKWKY will use commercially reasonable efforts to comply with written requests from you or a Parent for access to and review their Education Records and to correct any erroneous information within a reasonable period of time, but not more than 45 days after we have received the request. You and Parents can submit such request by sending us an email request to info@restorativ.co. Whenever applicable, you will serve as the intermediary for the requests by Parents, wherein the parent requests access to any Education Records created and maintained by SKWKY directly from you, and you then obtain the Education Records from us to give back to the Parent.

Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:

Removing or changing student Projects – Parents or kids can login to their child’s account, and edit or delete active Projects Request to do so with approved/archived projects must be requested via email by contacting info@restorativ.com.

Changing PII (first name, last name, grade level, password,) – Parents need to inform the class teacher.

Deleting the child’s account – Parent can contact the School, and the teacher can perform this action. School/District may also contact Service Provider by sending an email to info@restorativ.co, and we will do so within 72 hours.

Educational Institutions and Parents may request in writing by sending an email to info@restorativ.coto terminate the Services and/or delete the PII from their Education Records maintained by SKWKY. You understand that you and Parents may not be able to access or use certain portion of the Services after SKWKY deleted the account and information pursuant to your or Parents’ request. We will use commercially reasonable efforts to comply with such deletion request and we certify that we will not retain or otherwise make available to third parties the Education Records after the termination, except (i) as permitted hereunder, or (ii) if a student chooses to establish or maintain an account with SKWKY for the purposes of storing student-generated content. However, we may de-identify student information, [including without limitation, by deleting or de-identifying all PII from Educational Records within seventy-two (72) hours of our receipt of the termination notice, except for Student Data residing on internal logs which will be removed within ninety (90) days, and will also provide notice to the Educational Institutions when PII from Educational Records has been deleted and/or anonymized], before we retain it, share it with other parties, or use it for other purposes.

Data Privacy, Confidentiality, and Security

SKWKY maintains industry level administrative, physical, and technical measures to protect Education Records stored in our servers, which are located in the United States. We train our employees to ensure the security and confidentiality of Education Records maintained by us. If there is any unauthorized disclosure or access to any PII from Education Records, we will promptly notify you, any other affected Educational Institutions by email and will use reasonable efforts to cooperate with your or their investigations of the incident. We require that you inform the parents of all affected students, since SKWKY may not have access to Parent contact information. As the owner of the Education Records, you may be responsible for the timing, content, cost, and method of any notice requirements triggered by security incidents under applicable laws. When permissible under applicable laws, you may request SKWKY to bear responsibility for the timing, content and method of such required notice on your behalf. In all instances, SKWKY will indemnify Educational Institutions for all reasonable costs associated with compliance with such notice requirements arising from a breach of the Services by SKWKY. For clarity and without limitation, SKWKY will not indemnify for any notification costs arising from a breach of you or a third party.

You agree that we may collect, share, publicly disclose, or otherwise use data derived from Education Records, including contextual or transactional data about a student's or a user's access and use of the Services, that has been anonymized, aggregated, or otherwise de-identified such that the data cannot reasonably identify a particular student, user, or an Educational Institution ("De-identified Metadata"). We may use any De-identified Metadata that is not linked to FERPA-protected information for other purposes such as to develop, evaluate, analyze, improve, operate, provide, or market our Services. You further agree that we may use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the De-identified Metadata even after this Agreement has expired or been terminated.

You also agree to promptly notify us at info@restorativ.coof any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the Site. In addition, you agree to exit from your account at the end of each session.

Subject to applicable law, we may suspend or terminate your account and your ability to use the Site or portion thereof for failure to comply with these terms of use or any special terms related to a particular service, for infringing copyright, or for any other reason whatsoever.

Users shall comply with any applicable currency exchange control requirements. Before completing your subscription transaction, you may review the transaction and correct mistakes and/or withdraw from the transaction. Access to the Service is available immediately on payment of the subscription transaction fee.

Term

This Agreement will commence when the User registers on SKWKY, or executes a Services Agreement. If the User has already registered, this Agreement will come into effect and replace the previously existing Terms of Service when this Agreement is posted on SKWKY. The Term will continue for the term specified at the time of registration, unless renewed by the User or unless terminated by either party as permitted by this Agreement.

Public Forums and Communication

"Public Forum" means an area, site or feature offered as part of the Site that offers the opportunity for users to Distribute Submissions for viewing by one or more Site users, including a chat area, message board or social community environment.

YOU ACKNOWLEDGE THAT PUBLIC FORUMS AND FEATURES OFFERED THEREIN ARE FOR PUBLIC AND NOT PRIVATE COMMUNICATIONS, AND YOU HAVE NO EXPECTATION OF PRIVACY WITH REGARD TO ANY SUBMISSION TO A PUBLIC FORUM. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

Subject to applicable law, you are and shall remain solely responsible for the Submissions you Distribute on or through the Site under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting same.

Also, you should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. For example, we are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum and we specifically disclaim any and all liability in connection therewith.

We owe you no obligation, and therefore may refuse, to post, deliver, remove, modify or otherwise use or take any action with respect to Submissions you Distribute.

We reserve the right to screen, refuse to post, remove, edit, store and/or review Submissions at any time and from time to time and for any or no reason including, without limitation, to ensure that the Submissions conform to the Rules of Conduct, in our absolute and sole discretion without prior notice. If we elect to screen Submissions, there may be a delay in the posting of such content in a Public Forum to allow for a review process. If we have questions about your Submissions including, without limitation, the copyright, we may contact you for further information including, for example, to verify that you own the copyright or otherwise obtained permission to post the material.

SB does not routinely monitor all material placed on the Services, but may in its discretion delete or modify any material offending the above that comes to its attention.

Rules of Conduct

The following Rules of Conduct apply to the Site. By using the Site, you agree that you will not act in a way or Distribute any Submission that:

- (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
- is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity;
- infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;

- is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
- contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Site or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Site; or
- (a) does not generally pertain to the designated topic or theme of the relevant Public Forum; (b) violates any specific restrictions applicable to a Public Forum; or (c) is antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet.

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Cooperation; Removal of Submissions

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