

1. Introduction

These Terms of Service ("Terms") apply to all users of the online media services, digital platforms, content distribution services, and community providing services ("Services") through IDA TV, the IDA website, Clowder, Cadmium, iMIS, ASI, and all associated domains, subdomains, and applications for mobile, desktop, and TV. These Terms govern your use of the Services provided by the International Dyslexia Association ("IDA," "we," "us"), including all functionalities, features, streaming services, audio, visual, written media, PDFs, website links, user interfaces, and all content and software associated with our Services.

2. Acceptance of Terms

By accessing or using the Services, you accept and agree to be bound by these Terms and any modification that may be made to them. IDA reserves the right, at our discretion, to modify, add, or remove portions of these Terms at any time without notice. Any changes made to these Terms shall be effective immediately following the posting of such changes. Your continued use of the Services after changes have been posted signifies your acceptance of those changes.

3. Changes to Terms

IDA may update these Terms at any time without notice. You are responsible for regularly reviewing these Terms to ensure that you are aware of any changes. Your continued use of the Services following any changes indicates your acceptance of those changes.

4. Access and Use of Service

To access Services, users must be at least thirteen (13) years of age. Users who wish to register for the Services and upload User Generated Content, must be at least eighteen (18) years of age.

****Legal Compliance****: You are responsible for compliance with local laws and regulations regarding access and use of the Services. The organization makes no claims that the Services may be lawfully accessed in any specific location.

5. Your Conduct

The Services are intended for lawful use related to streaming, content distribution, and other related materials, as specified by the organization. You agree not to compromise the security of the Services or use the Services for unauthorized purposes. Users are prohibited from violating the security of the Services or engaging in any activity that is harmful to the Services, other users, or the organization. These violations include, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (ab) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Services, overloading, "flooding", "spamming", "mailbombing" or "crashing", (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, (e) scraping or harvesting data or (f) the use of robots to skew payouts. Violations of any such may result in civil or criminal liability.

6. User Information

You are responsible for the information input or upload to the Services, and warrant and represent you have the right and authorization to register for the Services and post User Generated Content. The organization reserves the right in its sole discretion to decide whether the information you input or upload is appropriate and complies with the Terms of Service, other organization policies, and applicable laws and regulations. Certain features of the Platforms may require you to create an account. You are responsible for the accuracy of your information and for

updating it as necessary. Your privacy rights are detailed in our Privacy Policy. IDA reserves the right to offer additional services, third-party services and products based on your preferences unless you opt-out.

7. Username/Password/Security

You are responsible for maintaining the confidentiality of your information as it relates to the Services, including your username and password, and are responsible for all uses of your username and password whether or not authorized by you. If you wish to have someone else use your device, it is important you always log out so no other individual will have access to your content.

You agree to immediately notify the Company of any unauthorized use of your username and password.

8. Use of Services

IDA grants you a limited, non-exclusive license to access and use the Services for personal, non-commercial purposes. This includes viewing content on IDA's websites and applications. Subscription and fee-based services require timely payment, for which you agree to pay all fees and charges associated with your account. All such fees will be charged on your credit card. Each user agrees to maintain valid credit card information as part of your account information, when applicable.

9. Subscriptions & Purchases

The Services may offer digital content on various bases, including subscriptions, pay-per-view, memberships, content access, event access, or purchases. The terms of access will be indicated on the product detail page for which you may purchase the Services. Subject to your payment of any applicable fees, purchases, subscriptions, rent or pay-per-view, memberships, content and event access, the organization grants you a non-exclusive, non-transferrable, person, non-sub license, limited right and license to access and view such Services based upon the applicable fees, purchases, subscriptions, rent or pay-per-view, memberships, content and event access selected by you. The quality of streaming content may vary based on your device and internet connection and the organization makes no guarantee to such resolution or quality.

10. Payments & Billing

The organization offers various payment plans for accessing the Services. These Services offer digital content on various bases, including and not limited to; subscriptions, pay-per-view, memberships, content access, event access, or purchases. By selecting a payment plan, you agree to pay all fees associated with your account, and authorize IDA to charge your selected payment plan on the Payment Method you designate. You can update or change this information at any time by logging into your account. Subscription and auto-renewal plans will automatically renew until canceled. You are responsible for canceling your payment plan according to the terms of that specific plan prior to the next charge in order to avoid billing.

IDA reserves the right to change payment plans and offerings at any time.

11. User Comments and Suggestions

Feedback is welcome but please refrain from submitting creative ideas or proprietary information. Any submissions become the property of IDA. If, despite our request, users send creative ideas, inventions, or suggestions, all such submission shall be the property of the organization in whole or in part. The organization shall own exclusively all now known or later discovered rights to the submissions and shall be entitled to unrestricted use of the submissions for any purpose whatsoever, commercial or otherwise, without compensation to users or any other third party.

No part of the submissions shall be subject to any obligation of confidence and the organization shall not be liable for any use or disclosure.

12. Intellectual Property

All trademarks, service marks, trade names, content, intellectual property, and any variations related to the Services are owned by IDA or its content providers shall remain such and are exclusive property of the organization. Unauthorized use is prohibited.

The Services (including without limitation all programs, compiled binaries, interface layout, interface text, documentation, resources and graphics) is the sole and exclusive property of the organization and is protected by copyright, trademark, and other intellectual property common and statutory laws of the United States and other countries.

You agree that International Dyslexia Association owns and retains all rights to the Services and that its content is solely owned and controlled by the content provider and all such material are protected and copyrighted, trademarked and protected by copyright, trademark, and other intellectual property common and statutory laws of the United States and other countries.

You may not sell or modify the Services content or the Services, or reproduce, display, publicly perform, distribute, or otherwise use the Services in any way for any purpose.

13. Social Networking

Users may link or share content through social networking services in compliance to the terms and conditions of those services.

14. Use of Software

If the Services require or include downloadable software such as an app, or use of software provided by the organization for Publishers, IDA grants a personal, limited, non-exclusive and nontransferable license to use the Software, all portions thereof, all documentation, and all updates (individually and collectively the "Software") are only for the purposes relating to digital content, streaming video, subscription services, membership, event and content access and related activities provided by IDA.

Unauthorized modification, distribution, or use of the Software is prohibited. Users shall not modify, alter, create derivative works, decompile, reverse engineer, disassemble, include in other software, translate the Software, or use the Software for any other purpose.

Users shall not copy, reproduce, transmit, rent, lease, resell, sublicense, assign, distribute or otherwise transfer the Software or this license.

This License does not allow users to use the Software on any device that the user does not own or control, and user may not distribute or make the Software available over a network where the Software could be used by multiple devices at the same time.

Users agree that the Software, including the specific design and structure, constitute proprietary and confidential information, trade secrets and/or intellectual property of the organization. You agree not to disclose, provide, or otherwise make available such proprietary and confidential information, trade secrets or copyrighted material in any form to any third party, or use the proprietary and confidential information, trade secrets or copyrighted material for your own benefit or for the benefit of any third party.

Users acknowledge and agree that use of the Software may require the organization to acquire the user's mobile phone number and perhaps additional such information in order to obtain access to the Software.

Users agree that the organization may collect and use technical data and related information that is gathered periodically to facilitate the provision of updates, product support and other services. The organization may use this information, as long as it is in a form that does not personally identify a user.

The organization shall have the right, and you agree, that in its sole discretion and with reasonable posted notice and/or sent to your email address, to revise, automatically update, or otherwise modify the Software, at any time. Users continued use of the Software constitutes acceptance of and agreement to such changes.

This License is effective until terminated by the user or the organization at its sole discretion. User's rights under this license will terminate automatically without notice if the user fails to comply with any terms of this License. Upon termination, the user shall cease all use of the Software and delete all versions of the Software possessed by the user.

The warranty and limitation of liability provisions set forth below apply also to the use of the Software.

15. Copyright Infringement Notification

The organization respects intellectual property rights and asks users to do the same. If you believe that any copyrighted work is accessible through the Services in a way that constitutes copyright infringement, please notify the organization by providing our designated copyright agent with the following information:

The physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf;

A description of the copyrighted work you claim has been infringed, and a description of the activity that you claim to be infringing; Identification of the URL or other specific location on the Services where the material or activity you claim to be infringing is located or is occurring; You must include enough information to allow us to locate the material or the activity;

Your name, address, telephone number, and e-mail address; A statement by you, made under penalty of perjury, that (i) the information you have provided is accurate and that you are the copyright owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and (ii) you have a good faith belief that use of the copyrighted materials is not authorized by the copyright owner, any agent of the copyright owner, or the law.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against, you can send the organization a counter-notice that includes the following:

Your name and address, and telephone number; The source address of the removed content; A statement under penalty of perjury that you have a good faith belief that the content was removed in error; and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which the Website may be found, and that you will accept service of process from the person who provided the original complaint.

Please note that the United States Copyright Act prohibits the submission of a false or materially misleading Notice or Counter-Notice, and any such submission may result in liabilities, including perjury.

You can contact finance@dyslexiaida.org to receive notices of claims of copyright infringement, which will be forwarded onto our designated agent.

16. Warranty Disclaimers & Limitation of Liability

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND IDA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

THE ORGANIZATION DOES NOT WARRANT THAT THE SERVICES WILL MEET USER REQUIREMENTS OR BE OF BENEFIT, THAT THE OPERATION OF SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. SHOULD THE

LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, THE COMPANY IS NOT RESPONSIBLE FOR THOSE COSTS ASSOCIATED WITH THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA. THE ORGANIZATION MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE SERVICES OR USER GENERATED CONTENT OFFERED OR ANY OTHER CONTENT ACCESSED THROUGH THE SERVICES.

THE TRANSMISSION OF DATA OR INFORMATION INCLUDING COMMUNICATIONS BY E-MAIL OVER THE INTERNET OR OTHER PUBLICLY ACCESSIBLE NETWORKS IS NOT SECURE, AND IS SUBJECT TO POSSIBLE LOSS, INTERCEPTION OR ALTERATION WHILE IN TRANSIT. ACCORDINGLY, THE COMPANY DOES NOT ASSUME ANY LIABILITY FOR ANY DAMAGE USERS MAY EXPERIENCE OR COSTS USERS MAY INCUR AS A RESULT OF ANY TRANSMISSIONS OVER THE INTERNET OR OTHER PUBLICLY ACCESSIBLE NETWORKS, SUCH AS TRANSMISSIONS INVOLVING THE EXCHANGE OF E-MAIL. IN NO EVENT WILL SUCH DATA OR INFORMATION BE DEEMED TO BE CONFIDENTIAL, CREATE ANY FIDUCIARY OBLIGATIONS ON THE COMPANY'S PART, OR RESULT IN ANY LIABILITY TO YOU IN THE EVENT THAT SUCH INFORMATION IS INADVERTENTLY RELEASED OR ACCESSED BY THIRD PARTIES WITHOUT CONSENT.

THE ORGANIZATION TAKES NO RESPONSIBILITY WHATSOEVER FOR THE INFORMATION YOU HAVE UPLOADED TO THE SERVICES AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, OR LOSS OF SUCH INFORMATION, OR FAILURE TO STORE ANY OF SUCH INFORMATION. NOR IS THE COMPANY RESPONSIBLE FOR LOSS OF INFORMATION THROUGH THE ACTION OF ANY THIRD PARTY OR BECAUSE OF CIRCUMSTANCES BEYOND THE ORGANIZATION'S CONTROL. ALL USERS ARE EXPECTED TO HAVE THEIR OWN BACKUP OF ALL OF THEIR INFORMATION. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, USER UNDERSTANDS AND AGREES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, REPRESENTATIVES, CONTRACTORS OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR ANY OTHER DAMAGES RELATING TO OR RESULTING FROM USE OF THE SERVICES OR FROM ANY ACTIONS THE COMPANY TAKES OR FAILS TO TAKE. THESE INCLUDE BUT ARE NOT LIMITED TO DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, UNAUTHORIZED ACCESS TO AND ALTERATION OF TRANSMISSIONS AND DATA, BODILY INJURY, EMOTIONAL DISTRESS AND OTHER TANGIBLE AND INTANGIBLE LOSSES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, AS THE RESULT OF NEGLIGENCE OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SERVICES OR USE OF THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AMOUNT, IF ANY, PAID FOR THE SERVICES.

THE ORGANIZATION IS NOT RESPONSIBLE FOR DELETION OR LOSS OF FILES OR INFORMATION UPLOADED TO THE SERVICES. ALL USERS ARE EXPECTED TO HAVE THEIR OWN BACKUP OF ALL FILES AND INFORMATION UPLOADED TO THE SERVICES.

IN ADDITION TO ANY LIMITATION OF LIABILITY SET FORTH HEREIN, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, USER UNDERSTANDS AND AGREES THAT NEITHER THE ORGANIZATION NOR ANY OF ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, REPRESENTATIVES, CONTRACTORS OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR ANY OTHER DAMAGES RELATING TO OR RESULTING FROM YOUR USE OR INABILITY TO USE THE SERVICES OR FROM ANY ACTIONS THE ORGANIZATION TAKES OR FAILS TO TAKE. THESE INCLUDE DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, LOSS OF PROFITS, LOSS OF DATA, UNAUTHORIZED ACCESS TO AND ALTERATION OF TRANSMISSIONS AND DATA, EMOTIONAL DISTRESS AND OTHER TANGIBLE AND INTANGIBLE LOSSES.

THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE CLAIMED UNDER WARRANTY, CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, AND EVEN IF THE COMPANY OR ITS

REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ORGANIZATION'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED THE AMOUNT, IF ANY, PAID FOR THE SERVICES.

17. Indemnification

USERS AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE ORGANIZATION AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND PARTNERS, HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, ACTION, OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL AND ACCOUNTING FEES, ALLEGING OR RESULTING FROM (I) YOUR USE OF THE SERVICES; (II) ANY USER GENERATED CONTENT OR COMMUNICATIONS, OR (III) YOUR BREACH OF THE TERMS OF THIS AGREEMENT. THE COMPANY SHALL PROVIDE NOTICE TO YOU PROMPTLY OF ANY SUCH CLAIM, SUIT, OR PROCEEDING AND SHALL ASSIST YOU, AT YOUR EXPENSE, IN DEFENDING ANY SUCH CLAIM, SUIT OR PROCEEDING. THE ORGANIZATION RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO IMMEDIATE INDEMNIFICATION.

18. Communications

By using the Services, you consent to receive electronic communications from IDA related to your account and the Services. These communications will include, emails about account, password, access, marketing, transactional and other information related to the Services and your account.

19. General Provisions

Nothing in this Agreement is intended to create or will be construed as creating a joint ventures, partnership, employer/employee or principal and agent relationship between users and the organization.

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Maryland is registered in, applicable therein, without regard to conflict of laws and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). You irrevocably consent to the exclusive jurisdiction of the courts located in the State of Maryland in connection with any action arising out of or related to these Terms of Service and waive any objection based on lack of personal jurisdiction, place of residence, improper venue forum non-conveniens in any such action.

If any court having competent jurisdiction holds any provision of this Terms of Service invalid or unenforceable in any respect, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of this Terms of Service shall continue in full force and effect.

The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative.

You may not assign these Terms of Service or any of your rights or obligations hereunder.

Except as expressly specified herein, this Agreement shall create rights and obligations only between the organization and each individual user and it does not create any rights for any other parties.

These Terms, along with the Privacy Policy and any other legal notices published by IDA, constitute the entire agreement between you and IDA.