

Effective Date: March [], 2012

Introduction

Welcome to the ReachTVonline.com website (the “**Website**”). This Website is owned and operated by ReachTV, LLC with an office at 1976 NW Fork Road, Stuart, FL 34994 (“**ReachTV**”). If you have any questions relating to this Website, they can be sent to the attention of our Customer Service Representative at this address. You may also contact ReachTV by email at support@reachtvonline.com.

This agreement (the “**Agreement**”) is a legal contract between you and ReachTV and applies to all users of this Website. In this Agreement “**you**” or “**your**” means the person or entity using this Website, and your parent or legal guardian, in the case of minors. Unless otherwise stated, “**ReachTV**,” “**us**,” “**we**” or “**our**” refers to ReachTV and its successors and assigns.

THE WEBSITE IS AVAILABLE TO UNITED STATES RESIDENTS ONLY. IF YOU ARE NOT A UNITED STATES RESIDENT, PLEASE DO NOT USE THIS WEB SITE.

PLEASE READ THIS AGREEMENT CAREFULLY. THROUGH YOUR CONTINUED USE OF THIS WEBSITE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE UNDER THE AGE OF 18, YOUR PARENT OR LEGAL GUARDIAN MUST AGREE TO THE TERMS OF THIS AGREEMENT BEFORE YOU MAY USE THE WEBSITE. IF YOU AND, IN THE CASE OF MINORS, YOUR PARENT OR LEGAL GUARDIAN, DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE OR ACCESS THIS WEBSITE. PLEASE PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

Amendments

We may amend or supplement this Agreement, including our Privacy Policy, at any time. When we make changes to this Agreement or the Privacy Policy, we will post the revised version on our Website and indicate the revision date. Please review the Agreement and Privacy Policy particularly if they have been updated since your last visit to the Website. If you do not agree to the current Agreement and/or Privacy Policy, you may not continue to access or use this Website. Any other posted guidelines or rules applicable to any individual use of this Website will form part of this Agreement.

Privacy Policy

Our Privacy Policy (the “**Privacy Policy**”) is incorporated into this Agreement by reference and provides additional terms and conditions related to our collection, use and disclosure of your personal information.

Links to Other Websites

This Website may provide links to other websites owned and/or operated by unaffiliated third parties, those sites are not part of this Website, and each is subject to its own terms and condition and privacy policy. From time to time, we may use third-party advertising companies

to serve ads when you visit our Website. These companies may use cookie-based ad serving technology for the purposes of (a) ad delivery and reporting; and (b) re-targeting and/or online advanced targeting. WE DO NOT ENDORSE OR CONTROL ANY INFORMATION ACCESSED ON OR FROM ANY UNAFFILIATED THIRD PARTY WEBSITES AND ASSUME NO RESPONSIBILITY FOR ANY MATERIAL OUTSIDE OF THIS WEBSITE. Furthermore, the trademarks used in connection with such third party websites are not trademarks of ReachTV. Please be sure to review the applicable agreements and policies carefully when any third party websites.

Access to this Website

Certain products, services, information and materials provided by ReachTV through this Website may be accessed and/or used by you without registering on or logging onto this Website (collectively, “**Public Materials**”). Other products, services, information and materials, provided by ReachTV through this Website, may only be accessed and/or used by you after you have registered on this Website (collectively, “**Member Materials**”). This Agreement applies equally to both Public Materials and Member Materials. ReachTV reserves the right to modify Public Materials and Member Materials from time to time and at any time.

Access to this Website requires a user name and/or password that must be obtained from your child’s school. This user name and/or password is unique to your child’s school, not your child; all children from the same school will have the same username and/or password. Additional products and services may be made available to you or your child by registering on this Website, and you may be asked to create a user name and password during the registration process. When choosing your username **DO NOT** use your first or last name any other personal information that can identify you. After you provide us with your username and password we will collect information about you that will help us identify you in case you forget your password.

Security of Your Account

IT IS IMPORTANT THAT YOU REMEMBER YOUR USERNAME AND PASSWORD AND THAT YOU KEEP YOUR USERNAME AND PASSWORD IN A SAFE PLACE.

We will use your username and password to identify you when you return to the Website. You are responsible for maintaining the confidentiality of the password associated with your Account, and for all activities that occur through the use of your Account. You agree to: (a) immediately notify ReachTV of any unauthorized use of your Account or any other breach of security, and (b) exit from your Account at the end of each session. ReachTV will not be liable for any loss or damage arising from your failure to comply with these security requirements. You may be issued a new password or required to change your password from time to time.

Although we use reasonable efforts to safeguard personally identifiable information we collect and process, transmissions made on or through the Internet and personally identifiable information stored on our servers or the servers of third parties that we use are vulnerable to attack and cannot be guaranteed to be secure. In addition, submissions made via email are not protected by encryption and are vulnerable to interception during transmission.

Suspension or Termination of Account

ReachTV reserves the right to terminate and delete any inactive Account. An Account may be reactivated in ReachTV's sole and exclusive discretion. Account reactivation take up to 24 hours to complete.

In addition, ReachTV may terminate or suspend your Account and/or access to all or part of this Website and/or any products or services available through this Website in the event we (a) determine that you have breached this Agreement or that your conduct violates applicable law or is otherwise harmful to the interests of ReachTV or other third parties, or (b) cease operations and/or provision of any applicable products or services in connection with this Website.

Communications

You acknowledge and agree that all communications and documents between you and ReachTV with respect to your use of this Website may take place electronically and that all such electronic notices, agreements, and other communications from ReachTV shall be the legal equivalent of written communications.

Ownership of Intellectual Property and Restrictions on Use of ReachTV Materials

All products, services, content, information displayed, performed or otherwise accessible through this Website, including, without limitation, Public Materials, Member Materials, texts, databases, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, animation, and any copyrightable and/or patentable elements, and the selection and arrangements thereof, and all trademarks, service marks, trade names, trade dress and patents, (collectively, the "**ReachTV Materials**") are the property of ReachTV, its partners, affiliates, third party licensors and suppliers and/or any of their successors and assigns (collectively, the "**ReachTV Parties**"), and are protected, without limitation, by United States and other foreign copyright, trademark and patent laws. Without limiting the generality of any other provisions of this Agreement, the use of any ReachTV Materials on any other website or networked computer environment is prohibited.

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ReachTV has the right to vary, modify, change or discontinue: (a) any feature or function offered on this Website; (b) any part or all of this Website, including hours of availability; and (c) to restrict access to parts or all of this Website from time to time with or without notice to you. ReachTV may make available and upgrade this Website on the same terms and conditions, as this Agreement and any such upgrades will form part of this Website. In order to obtain and access parts of this Website, including upgrades, you may be required, at your own cost, to install specific software on your computer.

User Content

Certain areas of this Website may permit you to send to ReachTV materials, information and other submissions. Upon submission, all creative suggestions, ideas, notes, artwork, drawings, stories, concepts, content, materials or information of any nature except any personally identifiable information as defined in our Privacy Policy (collectively, the "**User Content**"), submitted by you to ReachTV or otherwise posted on this Website shall be deemed to be, and shall remain, the property of ReachTV. You hereby represent and warrant that you have all necessary rights in and to all User Content and that such User Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information. You are deemed to have irrevocably assigned in perpetuity to ReachTV free of charge all of your worldwide right, title and interest in and to the User Content, and waived all "moral" or author's rights or rights to attribution therein completely and irrevocably. Without limiting the foregoing, ReachTV shall exclusively own all now known or hereafter

existing rights to the User Content of every kind and nature throughout the world, and shall be entitled to unrestricted use of the User Content for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the User Content. To the extent any User Content is deemed non-assignable by applicable law, you hereby grant (or warrant that the owner of such rights has expressly granted) to ReachTV, a worldwide, royalty-free, perpetual, irrevocable and nonexclusive right and license to use, reproduce, modify, sublicense, edit, adapt, publish, translate, broadcast, create derivative works from, distribute, perform, display and publicize such User Content anywhere, for any purpose and in any form, through any media or technology now known or later developed, without any compensation to you. None of the User Content shall be subject to any obligation of confidence on the part of ReachTV and ReachTV shall not be liable for any use, non-use or disclosure of all or part of the User Content.

ReachTV does not and cannot review every submission by users and is not responsible for, nor does it endorse the content of such submissions. However, ReachTV retains the right, but not the obligation, to review, edit or delete any User Content that ReachTV deems to be illegal, offensive, or otherwise inappropriate. All information submitted by you that constitutes personal information is subject to our Privacy Policy. Without limiting any of the foregoing, ReachTV may, but is not obligated to, use and publish the User Content at this Website or elsewhere for any purpose whatsoever including, without limitation, new or enhanced products or services, marketing and public relations.

User Code of Conduct

ReachTV provides the Website for the safe and enjoyable use of our user. You are responsible for the content of any material you enter on this Website. When you use this Website you agree to the following code of Conduct (the "Code of Conduct"). You will not:

- 1) Use this Website in any offensive way or interfere with anyone else's use of this Website;
- 2) Sell, trade or barter any items on this Website;
- 3) Upload, submit, publish, transmit, display, disseminate or otherwise communicate any materials that: (a) are defamatory, libelous or inaccurate, (b) abusive or threatening to anyone; (c) are invasive any third party's privacy, (d) are offensive, obscene or pornographic; (e) infringe the intellectual property rights, including copyrights, of any third party; (f) violate any law or regulation; (g) advocate illegal activity; (h) promote or advocate any religion or religious figure, or ridicule or present any religion or religious figure in an offensive manner; (i) promote or advocate any political party or organization, political or public figure, or ridicule or present any political party or organization, or political or public figure in an offensive manner; (j) advertise or otherwise solicit funds or are a solicitation for goods or services; or (k) are treated as confidential under any contract or policy;
- 4) Ever reveal personal information to other users online;

- 5) Attempt to circumvent the security systems of this Website;
- 6) Attempt to gain access to this Website in a fraudulent manner;
- 7) Attempt to use this Website in a fraudulent manner;
- 8) Attempt to gain access to any other user's Accounts;
- 9) Attempt to ascertain any other user's password and/or personal information by any means whatsoever, including without limitation, by use of this Website or any other website, or by e-mail communication;
- 10) Attempt to harvest or otherwise collect information about other users without their consent;
- 11) Attempt to use this Website for any purposes other than those intended by ReachTV;
- 12) Upload or submit any data or information that contains viruses or any other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers or other equipment, or
- 13) Use this Website to send SPAM or any unsolicited commercial email communication.

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ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CORRECTNESS AND VALIDITY OF THIS WEBSITE AND ANY REACHTV MATERIALS RESTS WITH YOU. IF YOUR USE OF THIS WEBSITE OR THE REACHTV MATERIALS RESULTS IN THE NEED FOR SERVICING, UPDATING OR REPLACING YOUR EQUIPMENT OR SOFTWARE, YOU AND NOT THE REACHTV PARTIES ARE RESPONSIBLE FOR THOSE COSTS.

WE RESERVE THE RIGHT TO MODIFY AND/OR DISCONTINUE THIS WEBSITE AT ANY TIME WITHOUT NOTICE. TO THE EXTENT THAT YOU COMMUNICATE WITH REACHTV THROUGH ANY SOURCE THE STATEMENTS, PROMISES OR ACTIONS TAKEN BY SUCH SOURCES SHALL NOT LIMIT OR OTHERWISE MODIFY THE TERMS OF THIS DISCLAIMER AND/OR THIS AGREEMENT AND THIS DISCLAIMER AND THIS AGREEMENT SHALL APPLY TO ANY INFORMATION PROVIDED TO YOU THROUGH SUCH SOURCES.

SOME JURISDICTIONS MAY NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES AND THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED.

Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE REACHTV PARTIES BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, OR FOR ANY DAMAGES OF ANY KIND OR CHARACTER (INCLUDING WITHOUT LIMITATION ANY COMPENSATORY, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES), ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE OR ANY OF THE REACHTV MATERIALS OR CONTENTS WITH WHICH IT IS LINKED, EVEN IF THE REACHTV PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, REACHTV IS NOT RESPONSIBLE OR LIABLE FOR ANY INFECTIONS OR CONTAMINATIONS OF YOUR SYSTEM, OR DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISING OUT OF YOUR USE OF THIS WEBSITE.

SOME JURISDICTIONS MAY NOT ALLOW THE ABOVE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Indemnity

YOU HEREBY AGREE TO INDEMNIFY AND HOLD EACH MEMBER OF THE REACHTV PARTIES HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES, INCLUDING ALL LEGAL FEES, WHICH ANY MEMBERS OF THE REACHTV PARTIES MAY INCUR IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RESULTING FROM: (A) ANY BREACH BY YOU OF THIS AGREEMENT; OR (B) YOUR USE OF THIS WEBSITE, YOUR ACCOUNT(S) AND/OR YOUR SUBMISSION OF USER CONTENT. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

Jurisdictional Issues and Dispute Resolution

When using this Website, you are responsible for compliance with all laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of law. If the arbitration and dispute resolution provisions of this Agreement are not enforceable, you agree that, except as set forth below, any action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or Federal courts located in Martin County, Florida, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. The language of any proceedings arising under this Agreement shall be English. You might wish to consult with a legal professional in your own jurisdiction about the exact implications of this Agreement should you have any queries about it.

Dispute Resolution:

TO THE FULLEST EXTENT PERMITTED BY LAW, THIS SECTION PROVIDES FOR THE RESOLUTION OF MOST DISPUTES OR CLAIMS THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. YOU SHOULD READ THIS SECTION CAREFULLY; ARBITRATION IS FINAL, BINDING, AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS SECTION GOVERNING DISPUTES WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Mandatory Arbitration — YOU AND REACTV AGREE TO ARBITRATE ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING OUT OF THIS AGREEMENT, EXCEPT THAT YOU OR REACTV MAY BRING AN INDIVIDUAL ACTION IN ANY COURT OF COMPETANT JURISDICTION FOR PRELIMINARY INJUNCTIVE RELIEF. BOTH PARTIES AGREE TO MAKE REASONABLE ATTEMPTS TO RESOLVE ANY SUCH DISPUTE; HOWEVER, IF THE PARTIES CANNOT RESOLVE THE DISPUTE WITHIN FORTY-FIVE (45) DAYS AFTER THE INITIATION OF THE DISPUTE RECEIPT OF NOTICE TO ARBITRATE, THEN AN ARBITRATION CLAIM MAY COMMENCE. ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) AND CONDUCTED IN STUART FLORIDA.

A SINGLE ARBITRATOR MUTUALLY AGREED UPON BY BOTH PARTIES WILL CONDUCT ANY ARBITRATION. IF THE PARTIES CANNOT AGREE TO A SIGNLE ARBITRATOR, THE AAA WILL APPOINT A SINGLE ARBITRATOR. YOU AND REACTV FURTHER AGREE THAT NO ARBITRATOR WILL HAVE THE AUTHORITY TO AWARD ANY RELIEF OR REMEDY IN EXCESS OF OR CONTRARY TO WHAT IS PROVIDED IN THIS AGREEMENT, EXCEPT WHERE SUCH PROVISION IS NOT PERMITTED UNDER APPLICABLE LAW. THE ARBITRATOR'S DECISION AND AWARD WILL BE FINAL AND BINDING, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED INTO ANY COURT HAVING JURISDICTION. THE LAW THAT IS APPLIED TO THIS AGREEMENT ALSO WILL BE APPLIED IN ANY ARBITRATION PROCEEDING. THE COST OF ARBITRATION SHALL BE PAID FOR AS DETERMINED BY THE ARBITRATOR.

Waiver of Jury Trial and Class Actions. YOU AND REACTV ACKNOWLEDGE AND AGREE TO WAIVE CERTAIN RIGHTS TO LITIGATE DISPUTES IN COURT, TO RECEIVE A JURY TRIAL, OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. YOU AND REACTV EACH AGREE THAT ANY ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT A

CONSOLIDATED, CLASS-WIDE, OR REPRESENTATIVE BASIS AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO PROCEED WITH AN ARBITRATION ON A CLASS OR REPRESENTATIVE BASIS. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. IF FOR ANY REASON THE ARBITRATION CLAUSE SET FORTH IN THIS AGREEMENT IS DEEMED INAPPLICABLE OR INVALID, OR THE EXTENT THE ARBITRATION CLAUSE ALLOWS FOR LITIGATION OF DISPUTES IN COURT, YOU AND REACHTV EACH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

General Provisions

This Agreement and any information provided in a link to this document and our Privacy Policy contain the entire understanding between you and ReachTV in connection with your access and use of this Website and supersede all prior agreements, understandings, negotiations or discussions, whether oral or written between you and ReachTV with respect to your access and use of this Website. If any provision of this Agreement is found to be illegal, void or unenforceable, then: (a) such provision (or portion thereof as applicable) will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect. Notwithstanding the foregoing, if any provision of this Agreement is held null, void or otherwise ineffective or invalid by an arbitrator or a court of competent jurisdiction cannot be restated by such arbitrator or court to reflect as nearly as possible the original intentions of the parties, then that provision shall be deemed severable from this Agreement. Your use of this Website is not intended and shall not be deemed to create any agency, joint venture or other legal relationship of any kind between you and ReachTV other than that of independent contractors. You may not assign this Agreement.