

TERMS OF USE as of January 1, 2009

Teacher 2 Teacher Network, LLC (“T2T Network”) is a social and professional network dedicated to teachers and educators from all over the world. By accessing T2T Network via www.t2tnetwork.com, and/or any other domain name, which may include www.teacher2teachernetwork.com; www.teacher2teachernetwork.net; www.teacher2teachernet.net; www.teacher2teachernetworkblog.net; www.officialteacher2teachernetwork.net; www.teacher2teachernetworkblog.com; www.t2tnetwork.net; www.t2tnetworkblog.us; www.t2tnetworkblog.com; www.t2tnetworkblog.net (“T2T Network Website”), you (the “User” or “Users”) signify that you have read, understand and agree to be legally bound by these Terms of Use (“Terms of Use”), whether or not you are a registered member of T2T Network. The Terms of use are subject to change at the sole discretion of T2T Network without additional notice to Users. Continued use of the T2T Network after T2T Network posts revised Terms of Use signifies the User’s acceptance of the revised Terms of Use. Date of revision will be posted at the top of Terms of Use. If User does not agree to be bound by the Terms of Use, please leave T2T Network website and discontinue use of T2T Network immediately. Prior to use of any T2T Network Users are directed to review Terms of Use on a regular basis as complete compliance is required for use of T2T Network.

PLEASE REVIEW THESE TERMS OF USE PRIOR TO ACCESSING T2T NETWORK AS THESE TERMS OF USE CONTAIN IMPORTANT, LEGALLY BINDING, RIGHTS, OBLIGATIONS AND RESTRICTIONS OF USING T2T NETWORK.

YOU HEREBY AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS IN THESE TERMS OF USE EVERY TIME YOU ACCESS T2T NETWORK WEBSITE.

T2T Network Exclusive Right: T2T Network hereby reserves the right, at its sole discretion, to reject, remove, or deny the ability to post of any material and/or content by User to any part of the T2T Network Website whether now in existence or part of the T2T Network at any time in the future. T2T Network may, at its sole discretion, deny, restrict, suspend, or terminate the User’s access to all or any part of the T2T Network Website at any time, for any or no reason, with or without prior notice or explanation, and without liability to T2T Network. T2T Network expressly reserves the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the T2T Network Website if T2T Network, at its own discretion, determines that you have violated these Terms of Use or pose a threat to T2T Network and/or other Users.

Eligibility: T2T Network Website is an exclusive one-of-a-kind network designed by Educators for Educators, whether: Post Secondary/Higher Education; Secondary/High School; Middle/Junior High School; or Primary Elementary School (“Educators”) to meet the changing needs of Educators. By using the T2T Network Website, User hereby expressly states, warrants and represents that the User is an Educator in at least one of the categories available upon registration to T2T Network which includes: Post Secondary/Higher Education; Secondary/High School; Middle/Junior High School; or Primary Elementary School. By using the T2T Network Website, User additionally states, warrants and represents that user is over the age of eighteen

(18) at the time of registration to T2T Network Website. Any registration or use of the T2T Network Website by anyone who is not an Educator that is over the age of eighteen (18) as provided herein is unauthorized, and hereby prohibited, and in violation of these Terms and Conditions.

Fees: T2T Network Website is a pay-for-use service. T2T Network may, at its sole discretion, charge users a fee for use and/or registration to T2T Network Website. T2T Network reserves the right to change its fees from time to time in its sole discretion. A portion of the fee provided to T2T Network by the User for use of the T2T Network Website will be donated by T2T Network to a charity of the User's election. In the case that User fails to elect a charity, T2T Network may, at its sole discretion, donate a portion of the registration fee to a charity of its choosing.

Privacy: User of T2T Network Website is governed T2T Network's Privacy Policy [insert link], which is incorporated into these Terms of Use by reference.

Username and Password: Upon registration and/or use of T2T Network, User may elect at its sole discretion a username and password for the sole purpose of accessing T2T Network Website. It is the sole responsibility of the User to maintain the secrecy of the User's username and password. Any use of the User's username and/or password by User, or a third party directly or indirectly authorized by the User shall be the sole responsibility of the User. User agrees to notify T2T Network in the case of any suspicion of unauthorized use of the User's username and/or password.

T2T Network Website User Content: T2T Network does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials ("Content") that Users posts on T2T Network Website. Users retain any such rights that they may have in the Content, subject to the limited license herein.

By displaying or publishing any Content on T2T Network Website, User hereby grants to T2T Network a limited, non-exclusive, fully-paid, royalty-free license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such Content except where prohibited by T2T Network's Privacy Policy [insert link]. Upon removal of Content by User, T2T Network shall cease the use of any Content, the license granted to T2T Network herein shall cease.

User represents and warrants that:

- (i) ***User owns the Content posted by User, or by any party using the User's username and/or password on T2T Network Website or otherwise have the right to grant the license set herein, and***
- (ii) ***the posting of your Content on T2T Network Website does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. User agrees to pay for all royalties,***

fees, and any other monies owing any person or entity by reason of any Content posted by you on T2T Network Website.

T2T Network may reject, refuse to post or delete any Content for any or no reason, including Content that in the sole judgment of T2T Network violates these Terms of Use or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity. T2T Network assumes no responsibility for monitoring the T2T Network Website for inappropriate Content or conduct. If at any time T2T Network chooses, in its sole discretion, to monitor the T2T network Website, T2T Network nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.

T2T Network Content: All content on the T2T Network Website, including designs, text, graphics, pictures, video, information, applications, software, musical works, works of authorship, sound and other files, and their selection and arrangement (“T2T Network Website Content”), are the proprietary property of T2T Network, with all rights reserved. No T2T network Website Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the T2T Network’s prior written permission.

User is hereby granted a limited license to access and use T2T Network Website and T2T Network Website Content and to download or print a copy of any portion of the T2T network Website Content to which User has properly gained access solely for User’s personal, non-commercial use, provided that User keep all copyright or other proprietary notices intact. Except where provided otherwise in these Terms of Use, User may not upload or republish T2T Network Website Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the T2T Network Website Content is strictly prohibited.

User Activity: T2T Network Website is available for User’s personal, non-commercial use only. User represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by User on or through the T2T Network Website will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

Additionally, User may not engage in any activity that is considered by T2T Network at its sole discretion:

- (i) offensive and/or a promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (ii) harasses, or advocates harassment another person
- (iii) exploits another person, whether sexual or otherwise

- (iv) contains nudity, excessive violence, or offensive subject matter or contains a link to an adult website;
- (v) solicits personal information from anyone under 18;
- (vi) publicly posts information that poses or creates a privacy or security risk to any person;
- (vii) constitutes or promotes information that User knows is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- (viii) constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- (ix) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- (x) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- (xi) solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- (xii) involves commercial activities and/or sales without prior written consent from T2T Network such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- (xiii) includes a photograph or video of another person that you have posted without that person's consent;
- (xiv) violates the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person;
- (xv) User T2T Network Website in anyway that may potentially disable or alter the functionality, or any portion of T2T Network;
- (xvi) Register with a username of password claiming to be another person who has not given explicit permission for registration to the T2T Network Website, or otherwise create a false identity with regard to the use of T2T Network Website;

External Third Party Websites: T2T Network may, at its discretion provide Users access to certain third party external websites (“Third-Party Websites”). Additionally, users may have the option to provide links and information regarding access of Third-Party Websites. If User decides to leave T2T Network Website and access the Third-Party Website or to use or install any applications, software, or content accessible by way of Third-Party Websites, User does so at User’s own risk and User should be aware that these Terms of Use, and T2T Network’s Privacy Policy no longer govern. Users should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Website to which Users may navigate from the T2T Network Website or relating to any applications you use or install from the Third-Party Website.

T2T Network hereby disclaims any and all loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with the User’s access of a Third-Party Website. Links or other methods of access to Third-Party Websites and/or their respective products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by T2T Network. T2T Network hereby waives any connection, endorsement, or recommendation of and to Third-Party Website that may be implied from access to Third-Party Website by way of T2T Network.

Supported Charities: T2T Network may, at its own discretion, donate a portion of the User’s registration fee to the organizations listed on the “Supported Charities” section of the T2T Network Website. Links to the aforementioned organizations are provided, with permission, for informational purpose only. Reference to any of the aforementioned organizations, and/or their respective products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by T2T Network. T2T Network reserves the right to change any information listed in this “Supported Charities” section at any time.

Who’s Online Now: T2T Network Website allows users to view and search other Users that may be using T2T Network Website at that current time. The accuracy and use of this “Who’s Online Now” section is at the user’s own discretion. In accordance with the Privacy Policy [insert link] User may change his or her respective privacy settings as applicable to the “Who’s Online Now” Section.

Informational Section of T2T Network Website: T2T Network, in its effort to connect educators with other educators from all over the world has endeavored to provide users with access and information to educator programs that users may benefit from.

The programs include the following (“T2T Network Programs”):

- (i) “Adventure Travel Trekkers” – T2T Network endeavor to provide information for arranging discounted travel packages for Users that are registered with T2T Network Website;
- (ii) “National and International Home Exchange” -

- (iii) “Teacher Exchange” – T2T Network endeavor to provide information for establishing international connections for invaluable educator exchange programs;
- (iv) “Book Discussion Forum” – T2T Network endeavor to connect educators in a forum setting to discuss opinions, thoughts, and expectations of various written materials;
- (v) “Plan2Share” – T2T Network endeavor to provide information for educators to share lessons, presentations and other valuable tools to improve educator and student experience;
- (vi) “Professor Share” – T2T Network endeavor to permit educators to share lecture notes, multimedia presentations, and other related education tools;
- (vii) “Open Source Education” – T2T Network endeavor to allow educators to tap into the collective wisdom of educators all over the world by sharing education tools;
- (viii) “Career Center” – T2T Network endeavor to connect educators with potential employers, and allow for educators to make themselves available to employers;
- (ix) “Water Cooler” – T2T Network endeavor to provide a forum for educators to post questions and issues to the T2T Network community.
- (x) “T2T Network Blog” – T2T Network endeavor to allow Users to present ideas, issue, and concerns on any and all topics
- (xi) “Access Group/Group Blog” – T2T Network endeavor to allows members of certain groups to virtually congregate and share experiences
- (xii) “Latest News” – T2T Network news
- (xiii) “Community Calendar” – Various dates that may be of interest to Users

Any information provided on the T2T Network Programs is provided by outside sources such as Third-Party Websites, or other, unconfirmed sources. Such information provided on T2T network Programs is not investigated, monitored or checked for accuracy, appropriateness, or completeness by T2T Network. In accordance with these Terms of Use, T2T Network is not responsible for any information, or links to Third-Party Websites available through or installed from the T2T Network Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the T2T Network Programs. Any section provided on the T2T Network Programs is subject to change, at any time, at the sole discretion of T2T Network, without additional notice to User.

T2T Network hereby disclaims any and all loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with the User's use of the T2T Network Programs. Inquiries regarding information obtained from a Third-Party

Website, or any of the T2T Network Programs regarding any claims, demands, damages, costs and expenses shall be addressed directly to the Third-Party Website, or the source of the information at issue.

Online Store. For any goods or services purchased by way of T2T Network, whether through the Online Store, or otherwise, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, T2T NETWORK DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

National and International Home Exchange. The National and International Home Exchange is a forum where Users may post information about their homes to exchange with others, whether in the United States, or elsewhere around the world. This service is available SOLELY to T2T Network registered Users.

T2T Network is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. T2T Network encourages and supports an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin. Please remember that when posting your home here, you must comply with the Fair Housing Act [link - <http://www4.law.cornell.edu/uscode/42/3604.html>], which generally prohibits making, printing and publishing of advertisements which state a preference, limitation or discrimination on the basis of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation, or discrimination. We will not knowingly accept any advertising for your home which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.



Limitation of Liability: IN NO EVENT SHALL T2T NETWORK BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE T2T NETWORK WEBSITE, EVEN IF T2T NETWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, T2T NETWORK'S LIABILITY TO USER FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY USER TO T2T NETWORK FOR THE T2T NETWORK WEBSITE DURING THE TERM OF MEMBERSHIP.

T2T NETWORK DOES NOT WARRANT THAT THIS SITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE; THEIR SERVERS; OR E-MAIL SENT FROM T2T NETWORK ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Procedure for Copyright Infringement Claims. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide T2T Network's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying T2T Network that your copyrighted material has been infringed.

- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the T2T Network Website;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

T2T Network's Copyright Agent for notice of claims of copyright infringement on T2T Network Website can be reached as follows:

Copyright Agent
Teacher 2 Teacher Network, LLC
Post Office Box 751
East Quogue, New York 11942
United States of America
Ph: 1-800-398-1068