

The Basics Platform Terms of Use

The Basics, Inc. (“**The Basics**”) operates the website at [www.thebasics.org] (the “**Website**” or “**Site**”), the services and information available via the Platform (collectively, the “**Services**”) and any mobile applications we may provide for your use in connection with our Services, including our text messaging application (“**Applications**”) (the Services, together with our Website and our Applications, are referred to as the “**Platform**”). To assist you in using the Platform, and to ensure a clear understanding of the relationship arising from your use of the Platform, we have created (i) these Terms of Use (the “**Terms of Use**” or “**Terms**”) and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information you provide to us through the Platform and our Terms govern your use of our Platform. Our Terms and Privacy Policy apply to any Platform visitor (collectively, “**you**”), including (i) casual Site visitors (“**Guest Users**”), and (ii) individuals who are, or are seeking to become, registered users (“**Registered Users**”). The terms “**The Basics**,” “**we**,” “**our**,” and “**us**” refer to The Basics, Inc.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE PLATFORM. BY ACCESSING ANY PORTION OF THE PLATFORM, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OUR PLATFORM.

PLEASE SEE SECTIONS 15, 16 AND 20 BELOW REGARDING RESTRICTIONS ON YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING OUR SERVICES, TERMS OF USE OR PRIVACY POLICY.

1. Your Agreement

These Terms govern: (i) your use of the Platform; (ii) your provision of information while using the Platform (collectively, the “**User Content**”); and (iii) your use of information obtained through the Platform, including information, software, video, audio, pictures, content, trademarks, trade dress, and other intellectual property owned by The Basics or its licensors and made available to you through the Platform (collectively, the “**The Basics Content**”). Please read these Terms carefully because they impose legal obligations on you and on The Basics, and establish our legal relationship. By accessing our Platform, you are acknowledging that you have read and understand these Terms and agree to be legally bound by them.

2. Your Consent to Our Privacy Practices

Our Privacy Policy explains how we treat information that you provide to us through the Platform. By accessing our Platform, you consent to our privacy practices as set out in our Privacy Policy, which is available at: <https://www.dropbox.com/s/l5otwkuumjk9hbd/The%20Basics%20Privacy%20Policy%2012.16.19.pdf?dl=0>.

3. Our Services: Overview

The Basics’ mission is to support families by providing essential tools and guidance for promoting early childhood learning and development. The Platform has been designed to assist Registered Users in following The Basics principles and to assist in participation in our Services. Registered Users will be able to receive text messages and obtain other materials to assist in following The Basics principles with the children in their care.

4. Registration

We may make certain areas of the Platform accessible only to users that have a password. While you can visit the Platform as a Guest User, to access and participate in certain Services and to use our Application, we ask that you become a Registered User. During the registration process, you may be required to provide certain information about you. You agree that the information you provide to us in this process is complete and accurate.

4.1. Protecting Your Password

If you become a Registered User, and if you obtain a password, please keep in mind that we will treat anyone who uses your username and password as “you.” We will provide this user with all of the rights and privileges that we provide to you, and we will hold you responsible for the activities of a person using your password. Therefore, we recommend that you maintain your username and password in confidence and that you refrain from disclosing this information to anyone who might “pretend” to be you with respect to the Platform and your participation in the Services. Please notify us immediately if you suspect that someone is using your user name and/or password in an inappropriate manner.

5. Ownership; Reservation of Rights

The information, software, video, audio, pictures, trademarks, trade dress, and other intellectual property embodied in the Platform or the The Basics Content, are the property of The Basics and its licensors, and are protected by the U.S., international copyright and other intellectual property laws, or are used under the principles of fair use. The Basics and its licensors retain all rights with respect to the Platform and the The Basics Content except those expressly granted to you in these Terms. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material presented through the Site unless specifically authorized in writing by The Basics.

6. Grant of Rights

6.1. Grant of Rights to The Basics in User Content

By submitting User Content when interacting with the Platform, uploading files, or otherwise (if such features are available to you), you grant to The Basics a perpetual right to use, copy, reformat, index, modify, display, and distribute your User Content for all purposes in connection with providing Services to you and in connection with The Basics's operations. No compensation will be paid with respect to The Basics's use of your User Content under this grant. You represent and warrant that you own all rights needed to provide the grant set out in this Section 6.1 (Grant of Rights to The Basics in User Content).

6.2. Grant of Rights to You in The Basics Content

Subject to your compliance with these Terms, we grant to you a limited, non-exclusive, non-transferrable, worldwide right to access, execute, perform, and otherwise use the Platform and The Basics Content solely for your personal purposes, and provided that you shall not: (i) license, sublicense, sell, resell, distribute, or otherwise commercially exploit the Platform or The Basics Content; (ii) modify or make derivative works based upon the Platform or The Basics content; or (iii) reverse engineer, reverse compile, or access the Platform or the The Basics Content in order to build a competitive product or service. You may access and view the Platform and the The Basics Content for use solely as provided in these Terms, and you may not modify, copy, distribute, or otherwise use the Platform or the The Basics Content.

6.3. The Basics Analytics Data

You acknowledge and agree that The Basics is entitled to collect, compile, analyze and otherwise use and exploit statistical, derivative, and aggregated data related to your use of the Platform and any feedback you may provide related to the Platform ("**The Basics Analytics Data**"). The Basics owns the The Basics Analytics Data. To the extent that The Basics chooses to sell, publish or otherwise share the The Basics Analytics Data in connection with its Platform, The Basics will either (i) anonymize the data such that you cannot be identified from the The Basics Analytics Data, or (ii) only share The Basics Analytics Data containing Personally Identifiable Information in accordance with our Privacy Policy. No compensation will be paid by The Basics with respect to its use of the The Basics Analytics Data.

7. Code of Conduct

AS A CONDITION TO YOUR USE OF THE PLATFORM, YOU AGREE TO FOLLOW OUR CODE OF CONDUCT, SET OUT BELOW. Under this Code, you will not:

- Upload, email, or otherwise transmit User Content that is unlawful, obscene, harmful, hateful, invades the privacy of any third party, contains nudity or pornography, or is otherwise objectionable.
- Disseminate material that impacts or invades the privacy of others, such as photographs, video clips, sound recordings, Personally Identifiable Information, or other materials that reveal personal, private, or sensitive information about another person, without that person's consent.
- Submit material that is intentionally false, defamatory, unlawfully threatening, or unlawfully harassing.
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Electronic materials – such as music, videos, images, and text in electronic form – can easily be copied, modified, and sent over networks (such as the Internet). These electronic materials are thus extremely vulnerable to unauthorized distribution and copyright infringement. These materials may not be transmitted over the Platform

without the copyright owner's permission, or without a legitimate "fair use" justification for the transmittal.

- Transmit material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or Personally Identifiable Information.
- Use the Platform to artificially generate traffic or page links to a website or for any other purpose not expressly allowed under these Terms.
- Use the Platform in a manner that could disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform, such as through sending "spam" email.
- Use the Platform to test or reverse engineer the Platform in order to find limitations, vulnerabilities, or to evade filtering capabilities.
- Seek to obtain access to any materials or information through "hacking," "data harvesting," or through other means we have not intentionally made available to you through the Platform.
- Use the Platform for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Platform to violate any law, statute, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising).

8. Monitoring; Revocation or Suspension of Use Privileges

We reserve the right at any time to (i) monitor your use of the Platform, and (ii) terminate or suspend your use of some or all portions of the Platform if you engage in activities that we conclude, in our discretion, breach our Code of Conduct or otherwise violate these Terms or our Privacy Policy.

Although we have no – and assume no – obligation to monitor activities on the Platform, please understand that we may employ filters designed to detect and block inappropriate content under this Code of Conduct. We reserve the right to request edits to remove any information or material, in whole or in part, that we believe, in our sole discretion, is incompatible with our Code of Conduct. IF YOU DO NOT REMOVE OBJECTIONABLE CONTENT IN RESPONSE TO OUR REASONABLE REQUESTS, WE WILL TERMINATE YOUR USE OF SOME OR ALL OF THE SITE AT ISSUE AND REMOVE THE CONTENT AT ISSUE.

Our Code of Conduct is based in many instances on principles of applicable law. Accordingly, users who violate our Code of Conduct may be exposed under these laws to criminal charges and civil liability to harmed parties for compensatory damages and attorney's fees. The Basics reserves the right at all times to disclose information that it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with our Privacy Policy.

9. Reports and Complaints

If you believe that a user has acted inappropriately, such as by violating our Code of Conduct, then you may report your concerns by contacting us as set out in Section 24 (Contact Us).

10. Participation in Text Messaging Services

If you choose to participate in any The Basics Services that involve the use of text messaging (either sending or receiving), standard text messaging rates will apply for each text message sent or received as provided in your wireless rate plan (contact your carrier for pricing plans and details).

11. Links to Third-Party Sites

The Platform may contain links to third party websites (collectively "**Linked Sites**"). Linked Sites may include websites operated by third party vendors that we may engage to provide certain Services to you on our behalf. The Basics does not own these Linked Sites and The Basics does not assume any responsibility or liability for any content, opinions, material available on Linked Sites, or such Linked Sites' privacy practices with respect to information that you provide to the Linked Sites. The Basics does not endorse the content of any Linked Site, nor does The Basics warrant that a Linked Site will be free of computer viruses or

other harmful code that may impact your computer or other web-access device. By using the Platform to link to another site (including Linked Sites), you agree and understand that such use is at your own risk. For example, if you submit Personally Identifiable Information to a Linked Site, then the Personally Identifiable Information that you submit shall be governed by the Linked Site's privacy policy and terms of use, and not by The Basics's Privacy Policy and Terms of Use.

12. User Conduct; User Disputes

The Basics is not responsible or liable for User Content or user conduct. You are solely responsible for your User Content, conduct, and interaction with other Guest Users and Registered Users and Partner Organizations, both online or offline. We have no obligation to become involved in disputes between Guest Users and/or Registered Users. If you have a dispute with another Guest Users and/or Registered Users, then you release The Basics (and our officers, directors, agents, employees, subsidiaries, and affiliates) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

13. No Substitute for Medical Advice

Information and Services accessed via the Platform is not a substitute for the medical advice of your physician and/or provider. The information on or otherwise provided through the Platform, including but not limited to any materials and/or information provided related to early childhood education and development, is for informational and educational purposes only, and is not intended as a substitute for medical professional help, advice, diagnosis or treatment. Information on the Platform is not provided in the course of a professional relationship between a health care provider and a patient and is not intended to create any physician-patient relationship, nor should it be considered a replacement for consultation with a health care professional. You always should seek the advice of your physician or another competent medical professional to address any questions or concerns you may have regarding your child's development and medical care. The Basics expressly disclaims any liability resulting from your reliance on information obtained from the Platform.

14. Warranty Disclaimer

THE BASICS DOES NOT PROMISE THAT THE PLATFORM OR SERVICES WILL BE AVAILABLE, ERROR-FREE OR UNINTERRUPTED. THE PLATFORM, CONTENT, AND SERVICES ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WHEN YOU ACCESS THE PLATFORM OR CONTENT, OR USE THE SERVICES, YOU DO SO AT YOUR OWN RISK. THE BASICS DOES NOT WARRANT OR REPRESENT THAT MATERIALS YOU DOWNLOAD FROM THE PLATFORM WILL BE FREE OF VIRUSES OR OTHER HARMFUL FEATURES.

THE BASICS DISCLAIMS: (i) ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE THROUGH THE PLATFORM OR SERVICES; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION THROUGH THE PLATFORM, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF THE PLATFORM AND CONTENT IS AT YOUR SOLE RISK.

THE BASICS DOES NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE PLATFORM. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON SUCH OPINION, ADVICE, STATEMENT, MEMORANDUM, OR INFORMATION SHALL BE AT YOUR SOLE RISK. THE BASICS RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE PLATFORM. THE BASICS DOES NOT AND CANNOT REVIEW ALL MATERIALS POSTED TO THE PLATFORM BY USERS, AND THE BASICS IS NOT RESPONSIBLE FOR ANY SUCH MATERIALS POSTED BY USERS. HOWEVER, THE BASICS RESERVES THE RIGHT AT ALL TIMES TO DISCLOSE ANY INFORMATION AS NECESSARY TO SATISFY ANY LAW, REGULATION OR GOVERNMENT REQUEST, OR TO EDIT, REFUSE TO POST OR TO REMOVE ANY INFORMATION OR MATERIALS, IN WHOLE OR IN PART, THAT IN THE BASICS' SOLE DISCRETION ARE OBJECTIONABLE OR IN VIOLATION OF THESE TERMS.

15. Limitation of Liability

UNDER NO CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL THE BASICS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE PLATFORM AND CONTENT, OR WITH THE DELAY OR INABILITY TO USE THE PLATFORM, OR FOR ANY INFORMATION, MATERIALS, SOFTWARE, PRODUCTS AND

SERVICES OBTAINED THROUGH THE PLATFORM, OR OTHERWISE ARISING OUT OF THE USE OF THE PLATFORM FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE PLATFORM OR ANY LINKED SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE BASICS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

16. Indemnity

You agree to defend, indemnify, and hold The Basics and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms or the Privacy Policy.

17. Contact for Alleged Copyright Infringement

The Basics respects the intellectual property rights of others and requires that its users do the same. If you believe that any Content (including User Content and The Basics Content) on the Platform or other activity taking place on the Website constitutes infringement of a work protected by copyright, please notify us as follows:

Service Provider: The Basics, Inc.
89 South St.
Suite 700
Boston, MA 02111
Phone: 857-256-0386
Email: jocelyn.friedlander@thebasics.org

Designated Agent: Jocelyn Friedlander
The Basics, Inc.
89 South St.
Suite 700
Boston, MA 02111
Phone: 857-256-0386
Email: jocelyn.friedlander@thebasics.org

Your notice must comply with the Digital Millennium Copyright Act (17 U.S.C. §512) (the "DMCA"). Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

18. Modifications to these Terms

We may modify and change these Terms over time. We will not "retroactively" change these Terms, and any modifications we make shall take effect proactively, once you next access the Platform. Please feel free to print out a copy of these Terms for your records.

19. Assignment

These Terms shall not be assignable by you, either in whole or in part. The Basics reserves the right to assign its rights and obligations under these Terms.

20. Governing Law and Jurisdiction

These Terms shall be governed in all respects by the laws of the Commonwealth of Massachusetts without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts located in Boston, Massachusetts. The parties further agree that any cause of action arising under these Terms or our Privacy Policy shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, then such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no

way define, limit, construe, or describe the scope or extent of such section. The Basics's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Subject to Section 23 (Relationship to Privacy Policy and Other Contracts), this agreement and the terms and conditions contained herein set forth the entire understanding and agreement between The Basics and you, with respect to the subject matter hereof, and supersede any prior or contemporaneous understanding, whether written or oral.

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and The Basics agree, no judge or other arbitrator may consolidate more than one person's claim or otherwise preside over any form of a representative or class proceeding.

The Basics is based in the United States and provides its services and the Platform for use to individuals in the United States. We make no claims that the Platform is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

21. Additional Terms

Certain portions of the Platform or Services offered through it may be subject to additional or different terms and conditions. We will notify you if the Service or portion of the Site is subject to terms and conditions that differ from these Terms, and you will have the opportunity to decline to participate in such Service or Site if you do not agree with the differing terms and conditions.

22. Survival

In addition to any right or obligation that by its nature or intent is intended to survive the termination or expiration of these Terms, the following Sections shall survive the termination of these Terms and shall apply indefinitely: (i) Section 5 (Ownership; Reservation of Rights); (ii) Section 14 (Warranty Disclaimer); (iii) Section 15 (Limitation of Liability); (iv) Section 16 (Indemnity); (v) Section 19 (Assignment); and (vi) Section 20 (Governing Law and Jurisdiction).

23. Relationship to Privacy Policy and Other Contracts

These Terms must be read in conjunction (i) with other agreements into which you may enter concerning the Platform (if any), and (ii) with our Privacy Policy. The provisions of our Privacy Policy are incorporated herein. To the extent these Terms conflict with the terms of our Privacy Policy, the terms of our Privacy Policy shall control. Similarly, to the extent these Terms conflict with the terms and conditions of any specific agreement you enter with us, the terms and conditions of such specific agreement shall control.

24. Contact Us

If you have any questions about these Terms, the practices of this Site, or your dealings with this Platform, please contact us using the form available on our Site, or at: info@thebasics.org.

25. Effective Date

The effective date of these Terms of Use is December 16, 2019.

26. COPYRIGHT AND LEGAL NOTICE

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