Disclaimer

Last updated: December 20, 2018

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What This Privacy Policy Covers

Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. takes your privacy seriously. Please read the following to learn more about our privacy policy.

The federal government and technology industry have developed <u>practical tips</u> to help you guard against Internet fraud, secure your computer and protect your personal information.

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- We respond to subpoenas, court orders, or legal process (such as law enforcement requests) or exercise our legal rights or defend against legal claims.
- We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. 's terms of use, or as otherwise required by law.
- We transfer information about you if Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. is acquired by or merged with another company. In this event, Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. will notify you before information about you is transferred and becomes subject to a different privacy policy.

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- Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. does not provide any personal information to the advertiser when you interact with or view a targeted ad. However, by interacting with or viewing an ad you are consenting to the possibility that the advertiser will make the assumption that you meet the targeting criteria used to display the ad.
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 categories of business.

Your Ability to Edit and Delete Your Account Information and Preferences
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Advocacy, LLC. Account Information, including your subscriber preferences any time. You
can also modify information you have provided to Bright Path Enterprises, LLC. dba Edly
and Edly IEP Consulting & Advocacy, LLC. through the Bright Path Enterprises, LLC. dba
Edly and Edly IEP Consulting & Advocacy, LLC. products or services you may use.

We reserve the right to send you certain communications relating to the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. service, such as service announcements, administrative messages and the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Newsletter, that are considered part of your Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. account, without offering you the opportunity to opt out of receiving them.

Confidentiality & Security

We limit access to personal information about you to employees who we believe reasonably need to come into contact with that information to provide products or services to you or in order to do their jobs.

We have physical, electronic, and procedural safeguards that comply with federal regulations to protect personal information about you. We have security steps in place.

Changes to This Policy

Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. may update this policy. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. account or by placing a prominent notice on our site.

Questions & Suggestions

If you have questions, suggestions, or wish to make a complaint, please contact us at: Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. 1595 Peachtree Parkway, Suite 204-233, Cumming, Georgia 30041.

Last Updated: December 20, 2017

1. ACCEPTANCE OF TERMS

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2. DESCRIPTION OF BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICES

Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. provides users with access to a rich collection of resources, including without limitation various communications tools, forums, shopping services, search services, personalized content and branded programming through its network of properties which may be accessed through any various medium or device now known or hereafter developed (the "Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services"). You also understand and agree that the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services may include advertisements and that these advertisements are necessary for Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. to provide the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services. You also understand and agree that the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services may include certain communications from Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC., such as service announcements, administrative messages and the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Newsletter, and that these communications are considered part of Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services, including the release of new Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. properties, shall be subject to the TOS. You understand and agree that the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services is provided "AS-IS" and that Bright Path Enterprises, LLC, dba Edly and Edly IEP Consulting & Advocacy, LLC. assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services, and that access may involve thirdparty fees (such as Internet service provider or airtime charges). You are responsible

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Registration Data and certain other information about you are subject to our applicable privacy policy. For more information, see the full Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Privacy Policy. You understand that through your use of the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services you consent to the collection and use (as set forth in the applicable privacy policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. and its affiliates.

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If you subscribe to one of the Membership Clubs, you may receive a password and account designation upon completing the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

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By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Bright Path Enterprises, LLC, dba Edly and Edly IEP Consulting & Advocacy, LLC. without any obligation of Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. under any circumstances.

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You agree to indemnify and hold Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, modify or otherwise make available through the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services, your use of the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services, your connection to the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services, your violation of the TOS, or your violation of any rights of another.

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temporarily or permanently, the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services (or any part thereof) with or without notice. You agree that Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services (or any part thereof).

11. TERMINATION

You may terminate your Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. account, any associated email address and access to the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services by submitting such termination request to Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. . You agree that Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. may, without prior notice, immediately terminate, limit your access to or suspend your Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. account, any associated email address, and access to the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) engagement by you in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by you in connection with the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. 's sole discretion and that Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services. Termination of your Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. account includes any or all of the following: (a) removal of access to all or part of the offerings within the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of all or part of the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services.

12. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services.

13. LINKS

The Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services may provide, or third parties may provide, links to other World Wide Web

sites or resources. You acknowledge and agree that Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

14. BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. 'S PROPRIETARY RIGHTS

You acknowledge and agree that the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services and any necessary software used in connection with the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in advertisements or information presented to you through the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services, such Content, in whole or in part.

15. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- 1. YOUR USE OF THE BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICES AND SOFTWARE ARE AT YOUR SOLE RISK. THE BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICES AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 2. BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) THE BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE BRIGHT PATH ENTERPRISES, LLC. DBA EDLY

AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

- 3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICES OR SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- 4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. OR THROUGH OR FROM THE BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- 5. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE BRIGHT PATH ENTERPRISES. LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICE, IMMEDIATELY DISCONTINUE USE OF THE BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICES AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

16. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR

LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICE; OR (e) ANY OTHER MATTER RELATING TO THE BRIGHT PATH ENTERPRISES, LLC. DBA EDLY AND EDLY IEP CONSULTING & ADVOCACY, LLC. SERVICE.

17. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 19 AND 20 MAY NOT APPLY TO YOU.

18. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

19. NOTICE

Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. may provide you with notices, including those regarding changes to the TOS, including by but not limited to email, regular mail, SMS, MMS, text message, postings on the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this TOS by accessing the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services in an authorized manner.

20.TRADEMARK INFORMATION

You agree that all of Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. 's trademarks, trade names, service marks and other Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. logos and brand features, and product and service names are trademarks and the property of Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Holdings, Inc. (the "Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Marks"). Without Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. 's prior permission, you agree not to display or use in any manner the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Marks.

21. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. respects the intellectual property of others, and we ask our users to do the same. Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. 's Copyright Agent the following information:

- 1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- 2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- 3. a description of where the material that you claim is infringing is located on the site;
- 4. your address, telephone number, and email address;
- 5. 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;
- 6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. 's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Copyright Agent

c/o Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC.

1595 Peachtree Parkway, Suite 204-233, Cumming, GA 30041

By phone: 1-888-EDLYOWL

By email: info@edlyeducation.com

22. GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. and governs your use of the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services, superseding any prior version of this TOS between you and Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. with respect to the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. services, affiliate services, third-party content or third-party software. Choice of Law and Forum. You and Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. each agree that the TOS and the relationship between the parties shall be governed by the laws of the State of California without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the TOS, or the relationship between you and Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC., shall be brought exclusively in the courts located in the county of Forsyth, Georgia or the U.S. District Court for the Northern District of Georgia. You and Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. agree to submit to the personal jurisdiction of the courts located within the county of Forsyth, Georgia or the Northern District of Georgia, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts. Waiver and Severability of Terms. The failure of Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless

agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. No Right of Survivorship and Non-Transferability. You agree that your Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. account is nontransferable and any rights to your Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. Services or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect. Bright Path Enterprises, LLC. dba Edly and Edly IEP Consulting & Advocacy, LLC. may freely assign the TOS and all of the policies and other documents incorporated or referenced in it (including all rights, licenses, and obligations under it or them), in whole or in part and without notice.

23. VIOLATIONS

Please report any violations of the TOS to us at info@edlyeducation.com . Last updated: December 20, 2017