

ASD AAC Bestie Communicator 2.8 License Agreement

Terms of Service Agreement

Elephant Enterprises LLC owns and operates AAC Bestie, English Practice with ByeAccent, applications and online platforms providing users with a variety of resources for communication, education & other uses. The following describes the terms on which Elephant Enterprises LLC offers you access to our websites, applications, platforms and services (“Platform”). If you do not accept and agree to the terms then you must not access or use our application or website.

You should also read the Privacy Policy, which is incorporated by reference into this Agreement and available through the Platform. If you do not accept and agree to be bound by all of the terms of this Agreement, including the Privacy Policy, do not use the Platform. Please contact us with any questions regarding this Agreement.

Please be aware that this agreement (“Agreement”) contains ARBITRATION and CLASS ACTION provisions that may affect your legal rights. Throughout this Agreement, the words “Elephant Enterprises LLC,” “us,” “we,” and “our,” refer to our company, Elephant Enterprises LLC and our Platform, as is appropriate in the context of the use of the words. You the party who is accepting this Agreement shall be referred to as (“you,” “your,” or “user”).

Platform and License

Elephant Enterprises LLC grants you a limited, non-exclusive, fully revocable license to access and use the Platform for your own personal, non-commercial purposes. This license is personal to you and may not be assigned or sub-licensed to anyone else. All rights not explicitly granted are hereby reserved by us.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our Platform, including without limitation your participation in or involvement with any events and your submission of accurate and acceptable information. You also agree to comply with all applicable laws, statutes, ordinances and regulations regarding the transmission of technical data exported from the United States or the country in which you reside.

The Platform is provided on an “as is” basis. No warranty is given about the quality, accuracy, functionality, availability or performance of the Platform and we reserve the right to suspend, withdraw, amend, modify or vary the service provided without notice and without incurring any liability to you.

Except as expressly permitted by us in writing, you agree not to reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble the Platform. You will not take any measures to interfere with or damage Elephant Enterprises LLC. All rights not expressly granted by Elephant Enterprises LLC are reserved.

You acknowledge and agree that Elephant Enterprises LLC may disclose your information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to: (a) comply with a current judicial proceeding, a court order or legal process served on us or our website, (b) enforce this Agreement, (c) respond to claims that information violates the rights of third parties; (d) protect the rights, property or personal safety of Elephant Enterprises LLC, its employees, users or the public; or (e) enable the transfer or sale of the Platform to another entity.

AAC Bestie uses the SmartySymbols library of symbols.

Eligibility

You must be eighteen (18) or over to register as a member of, or use the Platform. Membership in the Platform is invalid where prohibited. By using the Platform, you represent and warrant that you have the right, authority and capacity to enter into an agreement on these terms and to abide by these terms.

We have the right, in our sole discretion, to suspend or terminate your use of our Platform and refuse any and all current or future use of all or any portion of our Platform.

Privacy

Elephant Enterprises LLC processes information about you in accordance with our Privacy Policy. By using the Platform, you consent to such processing. Please review the Privacy Policy carefully.

Registration

Downloading the platform and completing our registration process will enable you to access additional functionality of our Platform. You are solely responsible for your account and for any activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security. You agree that Elephant Enterprises LLC cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.

Term and Termination

By undergoing the registration process, or clicking “Agree”, or submitting any information to us or using the Platform, you agree to be bound by this Agreement. This Agreement shall remain in effect and continue until terminated in accordance with the provisions hereof.

Elephant Enterprises LLC may suspend, disable, or delete your account (or any part thereof) at our sole discretion. If your account is deleted, you may not re-register or use the Platform under a different name or phone number.

Upon termination, all licenses granted by Elephant Enterprises LLC will terminate. In the event of account deletion for any reason, content that you submitted may no longer be available. Elephant Enterprises LLC shall not be responsible for the loss of such content.

Intellectual Property

The design of the Platform along with created text, templates, scripts, graphics, interactive features and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Elephant Enterprises LLC, subject to copyright and other intellectual property rights under US and foreign laws and international conventions. Elephant Enterprises LLC reserves all rights not expressly granted in and to the Platform. You agree to not engage in the use, copying, or distribution anything contained within the Platform unless we have given express written permission.

Disclaimers and Limitation of Liability

Your use of our Platform is at your sole risk. We expressly disclaim any and all responsibility and liability for your conduct or the conduct of any other user of the Platform and expressly disclaim any liability for content uploaded by you or by any other user, or generated on the platform.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS OF THE PLATFORM. YOU UNDERSTAND THAT Elephant Enterprises LLC DOES NOT INQUIRE INTO THE BACKGROUNDS OF ANY OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. Elephant Enterprises LLC MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS. Elephant Enterprises LLC RESERVES THE RIGHT BUT DOES NOT HAVE AN OBLIGATION TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.

THE PLATFORM IS PROVIDED ON AN “AS IS”, “WITH ALL FAULTS’ AND “AS AVAILABLE” BASIS. INTERACTIVE STANDARD, LLC, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED OR STATUTORY, RELATING TO THE PLATFORM AND ITS CONTENT

INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. Elephant Enterprises LLC DOES NOT WARRANT THAT (A) THE PLATFORM WILL MEET YOUR SPECIFIC REQUIREMENTS, (B) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE CONTENT VIEWED ON THE PLATFORM WILL BE ACCURATE, RELIABLE, TRUTHFUL OR COMPLETE, (D) ANY ERRORS IN THE PLATFORM WILL BE CORRECTED, (E) THE QUALITY OF ANY PRODUCTS OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS OR (F) THAT ANY MEETINGS BETWEEN YOU AND THIRD PARTIES WILL BE SAFE OR RISK FREE.

Elephant Enterprises LLC DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR ANY INJURIES OR LOSSES SUSTAINED BY USERS AS A RESULT OF NEGLIGENCE OR INTENTIONAL TORTS COMMITTED BY USERS OR EVENTS OCCURRING AT MEETINGS OR WHILE TRAVELING TO AND FROM MEETINGS. Elephant Enterprises LLC DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND Elephant Enterprises LLC SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THIS AGREEMENT. BY ACCESSING OR USING THE PLATFORM YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE PLATFORM.

IN NO EVENT SHALL Elephant Enterprises LLC BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, EXEMPLARY, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE PLATFORM, INCLUDING WITHOUT LIMITATION, LOSS, IMPAIRMENT, BODILY INJURY, DEATH, EMOTIONAL DISTRESS, DAMAGE TO YOUR POSSESSIONS AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THE PLATFORM OR PERSONS YOU MEET THROUGH THE PLATFORM, UNAUTHORIZED ACCESS TO OR ALTERATIONS OF YOUR TRANSMISSIONS TO THE PLATFORM AND ERRORS, MISTAKES OR INACCURACIES OF ANY CONTENT OF THE PLATFORM. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF THE PLATFORM, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON. YOU SPECIFICALLY ACKNOWLEDGE THAT Elephant Enterprises LLC IS NOT LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OR OTHER THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE

FOREGOING RESTS ENTIRELY WITH YOU. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of this Agreement, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law.

Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE. Elephant Enterprises LLC IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. YOUR ABILITY TO USE OUR PLATFORM IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT. WHERE ALLOWED, YOU AGREE OUR TOTAL LIABILITY TO YOU IS NOT MORE THAN \$100 OR THE TOTAL AMOUNT YOU PAID TO USE OUR SERVICE WITHIN THE LAST YEAR (EXCLUDING AMOUNTS DONATED TO CHARITY BY US ON YOUR BEHALF), WHICHEVER IS GREATER.

You understand and agree that you download or otherwise obtain material or data through the use of our Platform at your own discretion and risk and that you will be solely responsible for any damages to your computer or mobile system or loss of data that results from the download of such material or data.

To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days

after the date on which you first used the Platform, and no warranties shall apply after such period.

Code of Conduct and Content Restrictions

Please use your common sense when posting content via the Platform and sending content to the Platform or Elephant Enterprises LLC because you are solely responsible for, and bear all liability in relation to, such content. You must behave in a civil and respectful manner at all times. Further, you agree:

You will not harass or stalk any other person.

You will not harm or exploit minors.

You will not act in a deceptive manner by, among other things, impersonating any person;

You will not post, upload, publish, submit or transmit any content that is fraudulent, misleading or deceptive.

You will not copy, distribute or disclose any part of the Platform in any medium, including without limitation by any automated or non-automated “scraping”;

You will not take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure.

You will not collect information about others.

You will not express or imply that any statements you make are endorsed by Elephant Enterprises LLC without our specific prior written consent.

You will not distribute spam, and will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or its contents.

You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.

You will not post content which: contains expletives or language which could be deemed offensive or is likely to harass, upset, embarrass, alarm or annoy any other person; is obscene, pornographic or otherwise may offend human dignity; is abusive, insulting or threatening, or which promotes or encourages racism, sexism, hatred or bigotry; incorporates the image or likeness of any individual under 18 years of age; is defamatory.

You will not encourage any illegal activity including, without limitation, theft, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense.

You will not interfere with or disrupt the Platform or the servers or networks connected to the Platform.

You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

You agree not to impersonate any person or entity or misrepresent your affiliation with a person or entity.

You agree to not violate any law or regulation and you solely are responsible for such violations.

You agree not to cause, or aid in, the destruction, manipulation, removal, disabling, or impairment of any portion of our Platform, including the de-indexing or de-caching of any portion of our website from a thirty party's website, such as by requesting its removal from a search engine.

If you are discovered to be undertaking any of the aforementioned actions your privileges to use our Platform may at our discretion be terminated or suspended. Generally, we will provide an explanation for any suspension or termination, but we reserve the right to suspend or terminate any account at any time without notice or explanation.

You may only use other Platform users' personal information to the extent that your use of is consistent with the purpose of the Platform. You may not use other users' information for commercial purposes, to spam, to harass, or to make unlawful threats. Elephant Enterprises LLC reserves the right to terminate your account in its sole discretion.

Elephant Enterprises LLC has the right, but not the obligation, to monitor all conduct on and content submitted to the Platform. You are responsible for determining the identity and suitability of others you contact via the Platform.

By using the Platform, you agree that any legal remedy or liability that you seek to obtain resulting from actions or omissions of other users or other third parties will be limited to a claim against the particular users or other third parties who caused you harm, and you agree not to attempt to impose liability on, or seek any legal remedy from Elephant Enterprises LLC with respect to such actions or omissions.

Ownership of Content

By submitting content to the Platform, you are warranting that you are the exclusive author or owner of that content and you are responsible for ensuring that the materials you upload to the Platform do not infringe any third party copyright. As the owner of such content, you agree to indemnify us for your use of any content submitted to the Platform. You grant Elephant Enterprises LLC and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license and right to copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), analyze, and make derivative works from your content. In addition, you waive any so-called “moral rights” in your content (including, without limitation, the right to be identified as the author). You further grant all users of the Platform permission to view your content for their personal, non-commercial purposes. Elephant Enterprises LLC shall have the right to use your suggestions on improving or adding new features without any compensation or credit to you. Please be aware that we have no obligation to monitor any content posted by you. However, we may remove, refuse to host, edit or modify any of your content hosted by the Platform at our discretion.

We may assign and/or sub-license the above license to use your content to our affiliates and successors without any further approval by you. We have the right, at our sole discretion, to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Platform constitutes a violation of their intellectual property rights or of their right to privacy or any other law.

Indemnity

You agree to indemnify and hold Elephant Enterprises LLC and its officers, directors, shareholders, agents, employees, consultants, affiliates, subsidiaries and third-party partners harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of (a) your use of the Platform, (b) a breach of any term of these Terms of Service or our Privacy Policy, (c) any assertion that content you submitted violates any law or infringes on any third party right including intellectual property or privacy right, (d) interaction among users of the Platform, (e) any claims that your actions through or via the Platform caused harm to a third party or (f) Meetings arranged via the Platform.

Fees & Payments

Access and use of selected features of our Platform is currently free. We may begin charging fees for various features and services that we offer, and we will notify you of those charges at the time that we offer you the features or services for a fee. We may, in our sole discretion, and by notifying you on our Platform, change this policy and begin charging for access to our Platform and other features and services, and we may, in our sole discretion,

add, remove or change the features and services we offer or the fees (including the amount or the type of fees) we charge at any time. If we introduce a new service or charge a new fee, we will notify you of the fees for that service at the launch of the service or start of charging a new fee or before you use the functionality related to the new fee. If we notify you of new fees or change the fees for an existing service, you agree to pay all fees and charges specified and all applicable taxes for your continued use of the applicable service. We are not responsible for any charges or expenses you incur resulting from being billed by us in accordance with these Terms of Service (e.g., overdrawn accounts, exceeding account limits, etc.).

In the event that we begin charging fees for our Platform, you will be required to pay for such fees by using your credit card or another form of payment selected by us for in-app purchases. You agree that we may charge you the amount listed at the time of purchase. Please be aware that all payment information may be shared, stored, and processed by our third party payment processors.

We may donate a portion of the purchase price from your in-app purchases. The purchase price is the amount paid minus any rebates, third party processing fees and commissions, taxes, or service charges. From time to time, we may offer special, limited time promotions that provide for additional donations to charitable organizations. Special terms and restrictions may apply. Please see the relevant promotion for complete details.

Reporting Misconduct

If you communicate and / or participate in a Meeting or the arrangement of a Meeting with a user who has acted inappropriately including without limitation a user who (a) engages in offensive, violent or sexually inappropriate behavior, (b) you suspect of stealing from you or (c) engages in other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Elephant Enterprises LLC by providing us with your police report number; provided, however, that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

Third Party Websites

The Platform may contain links to third party websites or content from third party websites that are not controlled under these Terms of Service. You acknowledge that Elephant Enterprises LLC is not liable or responsible for any third party websites or any third party content, information or products made available at third party websites. You acknowledge sole responsibility and assume all risk arising from your use of any such websites or resources. You should read the terms and conditions and privacy policies of third party websites that you visit.

Electronic Communications

The communications between you and Elephant Enterprises LLC use electronic means, whether you visit the Platform or send Elephant Enterprises LLC e-mails, or whether Elephant Enterprises LLC posts notices on the Platform or communications with you via e-mail. For contractual purposes, you (1) consent to receive communications from Elephant Enterprises LLC in an electronic form; (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that Elephant Enterprises LLC provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

Government End Uses

The Platform, any related software and documentation hereunder downloaded or otherwise installed for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights as "commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Extension" and "Commercial Computer Extension Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Pursuant to Federal Acquisition Regulation 12.212 (48 C.F.R. §12.212), the U.S. Government shall have only those rights specified in the license contained herein. The U.S. Government shall not be entitled to (i) technical information that is not customarily provided to the public or to (ii) use, modify, reproduce, release, perform, display, or disclose commercial computer software or commercial computer software documentation except as specified herein. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Extension clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Extension - Restricted Rights at 48 C.F.R. 52.227-19, as applicable.

California Users and Residents

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about Elephant Enterprises LLC must be sent to: help@aacbestie.com

Lastly, California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Platforms of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

General Provisions

Elephant Enterprises LLC reserves the right to modify, amend or change the Terms of Service at any time (a “Change”). In certain circumstances, we may notify you of any Change. You should regularly check this page to take notice of any Changes.

If you do not accept any Change to the Terms of Service, you should stop using the Platform immediately. Your continued use of the Platform following any Change constitutes your acceptance of the Change and you will be legally bound by the new updated Terms of Service.

If, for any reason, any of the Terms of Service are declared to be illegal, invalid or otherwise unenforceable by a court of a competent jurisdiction, then to the extent that term is illegal, invalid or unenforceable, it shall be severed and deleted from the Terms of Service and the remainder of the Terms of Service shall survive, remain in full force and effect and continue to be binding and enforceable.

No failure or delay by us in exercising any right, power or privilege under the Terms of Service shall operate as a waiver of such right or acceptance of any variation of the Terms of Service and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power or privilege.

Nothing in the Terms of Service shall confer or purport to confer on any other third party any benefit or the right to enforce any term of the Terms of Service.

As referenced within the dispute resolution provisions below, any equitable or injunctive actions arising out of or relating to this Agreement or your use of the Platform must be commenced in the state or federal courts located in New York County, New York, United States of America (and you consent to the jurisdiction of those courts). In any such action, you irrevocably waive any right to a trial by jury.

You consent to receive all communications including notices, agreements, disclosures, or other information from Elephant Enterprises LLC electronically. Elephant Enterprises LLC may provide all such communications by means including but not limited to email or mobile message or by posting them on the Platform. Support-related inquiries or notices may be sent to us at help@aacbestie.com.

This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign this Agreement without Elephant Enterprises LLC’s prior written consent. No third party shall have any rights hereunder.

This Agreement shall be governed by the laws of the State of Delaware, United States of America, without regard to principles of conflicts of law.

Dispute Resolution

You and Elephant Enterprises LLC agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Platform (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and Elephant Enterprises LLC are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Elephant Enterprises LLC otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms. You agree that any such Dispute(s) will be heard in New York County, New York, USA.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. The Federal Arbitration Act will govern the interpretation and enforcement of this section.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules.

If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Elephant Enterprises LLC submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court

having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Disclaimers and Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

Your responsibility to pay any AAA filing, administrative, legal and arbitrator fees will be solely as set forth in the AAA Rules. Copyright Takedown Notice

We take copyright infringement very seriously and intend to comply with the Digital Millennium Copyright Act and other relevant laws both national and international. If believe that your copyright has been infringed, please send us a message which contains:

Your name.

The name of the party whose copyright has been infringed, if different from your name.

The name and description of the work that is being infringed.

The location on our website of the infringing copy.

A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.

A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification and send it to our copyright agent at help@aacbestie.com.

Last modified December 9, 2018.

Open Source & Creative Commons Licenses

Twemoji: <https://twemoji.twitter.com>

Privacy Policy

Elephant Enterprises LLC owns and operates AAC Bestie, an application and online platform providing users with a variety of resources for facilitating communication. This Privacy Policy describes the information we collect from you via the Platform and what happens to that information. This Privacy Policy applies to all applications and sites under the AACBestie.com domain, the AACBestie brand, and the Elephant Enterprises LLC brand. If we make any material changes to our privacy practices, we will post a revised Privacy

Policy on this page or we may contact you. If you have any questions, please contact us by sending an email to help@aacbestie.com. IF YOU DO NOT ACCEPT AND AGREE WITH OUR PRIVACY POLICY, THEN YOU MUST NOT ACCESS OR USE THE PLATFORM. IF YOU USE THE PLATFORM FOLLOWING A CHANGE TO THE TERMS OF THIS PRIVACY POLICY, YOU ARE PROVIDING YOUR ACCEPTANCE OF OUR PRIVACY POLICY AS REVISED. Capitalized terms used herein without definition shall have the meanings ascribed to them in our Terms of Service.

Information Collection

We may collect information including but not limited to the following about you and your use of our website, platform and service (together, our "Platform") in order to create a better, more personalized experience for you or for internal research purposes: your phone number, your name (if provided), location-related data, pictures and data that may be selected or entered by you through the Platform or generated by the platform on your behalf, or retrieved from other 3rd party sites.

Whenever you voluntarily disclose personal information on publicly-viewable screens or pages, that information will be publicly available and can be collected and used by others. For example, if you post your email address you may receive unsolicited messages. We cannot control who reads your posting or what other users may do with the information you voluntarily post, so we encourage you to exercise discretion and caution with respect to posting your personal information.

You may also (but are not required to) provide information about yourself (such as your location, URL, pictures, or a biography). Any additional image or information you provide may be publicly displayed.

We automatically track certain information about our members including but not limited to in game preferences, profiles, statistics and usage patterns, internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, click patterns, etc.), your mobile device's unique ID number, your mobile device's geographic location while the app is running, your computer's IP address, technical information about your computer or mobile device (such as type of device, web browser or operating system), your preferences and settings (time zone, language, privacy preferences, product preferences, etc.), the URL of the last web page you visited before coming to one of our sites, the buttons, controls and ads you clicked on (if any), how long you used the Platform and which services and features you used, the online or offline status of the Platform.

Please be careful about posting sensitive details about yourself on your profile. While you may voluntarily provide this information to us when you create your profile, there is no

requirement to do so. Please remember that photographs that you post on the Platform may reveal these kinds of sensitive personal data. Where you do upload and choose to tell us sensitive information about yourself, you are explicitly consenting to our processing your information and making this public to other users.

We collect information including but not limited to postings you make on the public areas of our website, messages you send to us, and correspondence we receive from other members or third parties about your activities or postings on our website.

Upon our receipt of your request to delete your account, we will deactivate your account and remove your personal information as soon as reasonably possible from publicly available sections of the Platform in accordance with applicable law. Nonetheless, we will retain in our files information you may have requested us to remove if, in our sole discretion, retention of the information is necessary to resolve disputes, troubleshoot problems or to enforce the Terms of Service Agreement. Furthermore, your information may never be completely removed from our databases due to technical and legal constraints (for example, we will not remove your information from our back up storage). If you wish for any information to be permanently removed please contact us at help@aacbestie.com.

Use of Information

We will never sell your information without your permission; however you agree that we may use your information in the following ways:

We use the information we collect about you to create a better, more personalized experience for you based on your individual usage habits, improve our marketing and promotional efforts, analyze site and application usage and disclose aggregated statistics, improve our content and service offerings, aid in our monetization efforts, and customize our Platform's content, layout and services. We also use the information we collect about you to resolve disputes, troubleshoot problems, and enforce our Terms of Service Agreement.

We may use your correspondence with us, information posted by you or photographs submitted for publication on our Platform for promotional, sales or any use that we consider appropriate, whether submitted via email, postings on our Platform or feedback via the member polls.

We may share your information with third party partners or third parties hired by us to perform functions and provide services to us subject to confidentiality obligations consistent with this Privacy Policy and on the condition that the third parties use your information only on our behalf and pursuant to our instructions.

We may keep track of your device's geographic location so that we can connect you to other users, items or services, based on your particular geographic location.

We may disclose any information in response to a legal request such as a subpoena, court order, or government demand, to investigate or report illegal activity, or to enforce our rights or defend claims. We may also transfer your information to another company in connection with a partnership or a corporate restructuring, such as a sale or merger.

Children's privacy

Elephant Enterprises LLC does not allow persons under 18 to register for any service, and we do not knowingly collect any personally identifiable information from persons under the age of 18. If you are aware of someone under the age of 18 using our Platform please contact us immediately at help@aacbestie.com.

Information from users outside the United States

If you're outside the United States, your information will be sent, stored, and processed in the United States, where our servers are located. By using the Platform, you agree that your personal information may be transferred to the US and you agree to the information collection, use, and sharing practices described in this Privacy Policy.

Security

We have established both physical and electronic procedures to safeguard and secure the information we collect. However, the internet is an open system, and we can make no guarantees as to the security or privacy of your information submitted to the Platform. For this reason, we recommend that you use anti-virus software, routine credit checks, firewalls and other precautions to protect yourself from security and privacy threats.

Third Party Websites

The Platform may contain links to other websites that we believe may be of interest or use to you. We provide these links solely as a convenience to you. Links may be also posted by other users of the Platform. When accessing a third party website through our Platform, you acknowledge that you are aware that these third party websites are not screened for privacy or security issues by us. Please note that our Privacy Policy and information collection, use and sharing procedures do not apply to other websites. We take no responsibility for and incur no liability for other websites' collection, use or sharing of information. Please review the privacy policies provided by each website linked to the Platform to familiarize yourself with the procedures of such websites. Please be aware that this Privacy Policy, and any other policies in place, in addition to any amendments, do not create rights enforceable by third parties.

Law Enforcement

You agree that we may disclose your information to authorities if compelled to by a court order. Additionally, you agree that we may disclose your information if we reasonably believe that you have violated US laws or the terms of our Terms of Service or Privacy Policy or if we believe that a third party is at risk of bodily harm. In the event that we receive a subpoena affecting your privacy, we may elect to notify you to give you an opportunity to file a motion to quash the subpoena, or we may attempt to quash it ourselves, but we are not obligated to do either. We may also proactively report you and release your information without receiving any request to third parties where we believe that it is proper to do so for legal reasons, where your actions violate any law of the United States or any other country having jurisdiction over us, the Platform, or our Terms of Service. You release us from any damages that may arise from or relate to the release of your information to a request from law enforcement agencies or private litigants. We may release your information under the conditions listed in this paragraph whether it is to individuals or entities and to any state or national authorities, as required.

Commercial and Non-Commercial Communications

If you decide to provide us with your contact information, you agree that we may send you communications and emails. However, you may unsubscribe from certain communications by notifying Elephant Enterprises LLC that you no longer wish to receive such communications. Once notified, we will endeavor to remove you from our database immediately. If you wish to opt out of certain communications, please contact us at help@aacbestie.com.

Third Party Access to Your Information

Through our Privacy Policy you agree to disclose your information to us, we do use third party individuals and organizations to assist us, including contractors, web hosts, and others to help provide our services through the Platform. For example, we use Service Providers to assist in securing your personal information.

Throughout the course of our provision of our services to you through our Platform, we may delegate our authority to collect, access, use, and disseminate your information. It is therefore necessary that you grant the third parties we may use in the course of our business the same rights that you afford us under this Privacy Policy. For this reason, you hereby agree that for every authorization which you grant to us in this Privacy Policy, you also grant to any third party that we may hire, contract, or otherwise retain the services for the purpose of providing service to you or for operating, maintaining, repairing, or otherwise improving or preserving our Platform or its underlying files or systems. As we do not control

these third parties, you agree not to hold us liable for the actions of any of these third parties, even if we would normally be held vicariously liable for their actions, and that you must take legal action against them directly should they commit any tort or other actionable wrong against you.

Your California Privacy Rights

Elephant Enterprises LLC permits residents of the State of California to use its Service, and complies with the California Business and Professions Code §§ 22575-22579. If you are a California resident you may request certain information regarding our disclosure of personal information to any third parties for their direct marketing purposes. Various provisions throughout this Privacy Policy address requirements of the Californian privacy statutes. Although we do not disseminate your information to third parties without permission, you must presume that we collect electronic information from all visitors. You may contact us at help@aacbestie.com with any questions.

Cooking and Tracking

Cookies are little bits of code that help identify you when you use our Platform. We may use cookies, web beacons, clear gifs or other tracking mechanisms through our Platform to identify you and to remember your preferences. If you have any questions regarding the tracking mechanisms we use please contact us at help@aacbestie.com. We currently do not subscribe to any do-not-track listings.

Amendments

We may amend this Privacy Policy from time to time. When we amend this Privacy Policy, we will modify the date listed on this Agreement and we may contact you. You must agree to the amendments as a condition of your continued use of the Platform. If you do not agree, you must immediately cease using the Platform and notify us of your refusal to agree by e-mailing us at help@aacbestie.com.

Accessing, Editing, and Removing Your Information

After creating an account you will be able to access and edit your information through a dashboard. Additionally, if you wish to opt out of our data collection practices or would like us to remove any of your information in accordance with this Privacy Policy, you may contact us at help@aacbestie.com.

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