

TERMS AND CONDITIONS OF USE AGREEMENT

WELCOME WWW.LITTLESMILES.ORG (THE "WEBSITE"). LITTLE SMILES, INC. ("LITTLE SMILES" OR "WE"). PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR OTHERWISE USING THE WEBSITE.

Last updated: 03/08/2017

1. Scope of Agreement

a. General. This Terms of Use Agreement (the "Agreement") is between you ("You" and "Your") and Little Smiles, Inc. ("Little Smiles" or "We"). This Agreement governs Your access to and use of this Website, the Content (as defined below) made available to You through this Website, and services and other transactions offered through this Website. In addition to complying with the terms and conditions of this Agreement, You agree to comply with all additional terms and conditions governing the access to and use of specific areas of this Website, which are incorporated into and made a part of this Agreement.

Privacy Policy

Please carefully read our privacy policy to understand how we will treat the information you provide while visiting the website or the web sites of most of our domestic subsidiaries and affiliates ("Website"). This policy may change from time to time. Please check the policy each time you use our Website for the most current information.

Collection and Use of Information

Internet Information. When you visit our Website, we may collect general Internet data, including your Internet protocol (IP) address, the web page from which you entered our site, which of our web pages you visited, and how long you spend on each page. To collect this information, when you visit our Website, a "cookie" may be set on your computer. Cookies contain information that allows our web servers to recognize you whenever you visit. We use the information we collect to study how this site is used, so that we may improve and enhance your experience on our Website. We do not provide this information to outside parties other than for such reasons. No personal information is stored in cookies.

Information You Provide. When you provide information, through this Website, we may use it for various reasons. Based on the nature of your transaction with us, you may provide to us certain personally identifiable consumer information, such as first and last name; home address, billing address, or other physical address; an email address (so we may contact you); a telephone number; or certain other information, and certain credit card information (collectively, "Personally Identifiable Consumer Information"). In general, we will use the information collected from you for the purpose for which you provided such information. We will not release your Personally Identifiable Consumer Information to third parties except: (1) as necessary for us to process your transaction or (2) as permitted by law. These third parties are not allowed to use Personally Identifiable Consumer Information except for the purpose of providing these services.

Recruitment. When you submit an application for employment or volunteering, we use your personal information for recruitment purposes only.

Protection of your Information

We use third party security technologies to safeguard credit information and any information you provide us.

2. Binding Agreement.

By accessing or using this Website in any manner you are deemed to have read, understood, and agreed to each of the terms, conditions, and notices set forth in this Agreement and the Privacy Policy. If you do not understand or agree to each of the terms, conditions, and notices in this Agreement, you should not access or use this Website in any manner and You should exit this Website immediately

3. Modification of Website or Agreement.

Little Smiles may, at any time and in its sole discretion, modify, revise or otherwise change this Website (including without limitation adding or discontinuing any or all of the services, Content, or transactions offered through this Website), in whole or in part, without notice or liability to You.

Little Smiles reserves the right to modify this Agreement at any time at its sole discretion. If Little Smiles changes these terms and conditions, Little Smiles will post the date of the last revision at the top of this Agreement and will post the revised version on the Website. The modified version of the Agreement will apply to all access and use of the Website and the Content provided in the Website thereafter. By continuing to access and use the Website once the modified Agreement is posted, You indicate Your assent to the modifications and Your agreement to be bound by this Agreement as modified.

4. General Restrictions On Use & Termination

a. About the Website. This Website serves as an education platform and reference guide for homebuyers. Homebuyers are able to take homebuyer education courses through the Website and obtain certificates of completion for completed courses. You may access and use this Website only for displaying the Website and the Content found on it on Your internet browser or your mobile device and only for the purpose of taking online courses and accessing your account.

b. Online User Account. To access the Website, you must create an online user account. All Users will be given separate login identifications. You are solely responsible for your account. Little Smile's use of any personal information you provide during the account creation process is governed by the Privacy Policy. You are entirely responsible for maintaining the confidentiality and security of your account, and you are solely responsible for all changes and updates submitted through your account as well as activities that occur under your account. You agree to notify Little Smiles immediately of any unauthorized use of your account by either sending notifications to [info@Little Smiles.org] or other methods as directed by Little Smiles from time to time.

c. True and Accurate Information. You represent and warrant that all information submitted through the Website will be true and accurate information. You further represent and warrant that all documentation submitted through the Website will be your own and will be true, accurate, and unaltered.

5. Availability and Use of Website.

a. Availability. The availability of this Website depends on many factors, including some factors that are beyond Little Smile's control, such as Your connection to the Internet and the Internet backbone. Little Smiles shall not be liable to You if You cannot use this Site for any reason.

b. You represent and warrant that You are 18 years of age or older and have the ability to enter into this Agreement. If you are under the age of 18, you may not use this Website for commerce.

c. User Account. In order to use the Website, You will be asked to register by providing Little Smiles with certain identifying information about Yourself, and selecting a user name and a password as part of our security procedures. Some of the information you will be asked to provide is confidential information and personal identifying information that should be treated as confidential. Additionally, you may also be asked to agree to disclosure statements regarding the disclosure of your personal information. You shall treat Your password, and related information as confidential. You acknowledge that Your account is personal to You and shall not provide any person with access to this Website or portions of it using Your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of Your user name or password or any other breach of security. You also agree to ensure that You properly log out of your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record your password or other personal information.

d. Restrictions on Use. You must use this Website only in accordance with the terms and conditions of this Agreement and only for lawful purposes. You may not use the Website (a) to reverse engineer or decompile it, or to gain access (or attempt to access) areas or Content provided on the Website or Little Smile's services for which You do not have the proper authorization; (b) to impersonate any person or entity (including Little Smiles or its employees) via screen names or user names or otherwise, or falsely state or otherwise misrepresent Yourself, your age, or your affiliation with any person or entity; (c) to link postings or sites together without consent of author of the postings; (d) in a manner that violates any national, state, local or international law, rule or regulation (including laws regarding the export of data or software); (e)

for any commercial purpose, including to advertise, promote or sell products or services or to distribute solicitations in the nature of “junk mail,” “chain letters” or “spam;” (f) to further or promote any criminal or illegal activity or to provide instructional information about illegal activities; (g) in a manner that interferes with, disables, disrupts, impairs, or creates an undue burden on the networks or services that support the Website or Little Smile’s services; (h) to harvest or collect email addresses or other contact information of other users by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; (i) to send, knowingly receive, upload, download, use or re-use material that conflicts with the requirements or restrictions set forth in Section 4(c) above; or (j) via robot, spider or other automatic device, process or means to monitor or copy material on the Site; (k) in a way that attacks the Website via a denial-of-service attack or a distributed denial-of-service attack; (l) in a manner that Little Smiles determines, in its sole discretion, restricts or inhibits any other user from using or enjoying the Website, the Content provided through the Website, or Little Smile’s services.

e. Communications. By creating a Little Smiles online account, you may receive periodic emails from Little Smiles. These emails may include notifications about your account or your use of the Website, updates to this Agreement or updates to the Privacy Policy. These emails may also include information pertaining to Little Smiles courses, products, services, confirmations, newsletters, or other messages. Little Smiles may also use your email address to respond to your customer service inquiries. If you would rather not receive email from Little Smiles, please send an email to [info@Little Smiles.org].and you will be unsubscribed from receiving further mailings. Please allow 7-10 business days for completion.

6. Term; Termination.

a. Termination. In addition to any other legal or equitable remedies, Little Smiles may, without prior notice to You, immediately terminate this Agreement, disable any user name, password or other identifier, or revoke any or all of Your rights granted under this Agreement. You may terminate this Agreement by contacting Little Smiles by e-mail to [info@Little Smiles.org].

b. Effect of Termination. Upon any termination of this Agreement, You shall immediately cease all access to and use of this Website and Little Smiles may, in addition to any other legal or equitable remedies, deny Your access to and use of this Website in whole or in part. Any termination of this Agreement shall not affect the respective rights and obligations of the parties arising before the effective date of termination. The provisions that by their nature, are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

7. Intellectual Property.

a. Intellectual Property Laws. U.S. and international copyright, trademark and other intellectual and proprietary laws protect this Website and the Content provided therein, and any unauthorized access to or use of this Website or the Content therein may violate such laws. Little Smiles reserves the right to enforce its intellectual and proprietary rights to the fullest extent of the law.

b. Ownership. All information and data that is part of this Website, including without limitation, text, software, graphics, photos, illustrations, images, results (collectively, “Content”), and the design, selection, and arrangement of the Content, and all trademarks, service marks, trade dress, logos and tag lines displayed in this Website (collectively, the “Marks”) and the copyrights, patents, trademark rights, and other intellectual property rights arising out of the foregoing are the sole and exclusive property of Little Smiles or third parties. You are not granted any right, either express or implied, in any Content or any copyright, Marks, patent, trade secret, right of publicity or other intellectual property or proprietary right of Little Smiles or any of the goodwill associated with any of the foregoing. You shall not use the Marks or any confusingly similar version of them. To the extent that You use any Content or any copyright, Marks, patent, trade secret, right of publicity or other intellectual or proprietary right of Little Smiles, such use and all goodwill associated therewith shall inure solely and exclusively to the benefit of Little Smiles.

c. Notices. You shall not remove any copyright, trademark, or other proprietary legends or notices that appear on, in or as part of this Website.

8. Links to Other Internet Sites.

This Website may contain links to Internet sites owned, operated or maintained by third parties not under Little Smile’s control. These links are provided for Your convenience of reference only. Such links are not

and shall not be deemed to be Little Smile's endorsement of the organization or individual associated with the linked site. You assume sole responsibility and liability for Your use of such linked sites.

9. Warranty Disclaimer; Limitation of Liability.

a. Disclaimer. All Content, services, products, and transactions are provided on an "as-is" and "as available" basis without any warranties of any kind. This Website may include inaccuracies, mistakes, or typographical errors. You acknowledge that You use this Website is at Your own risk. Little Smiles expressly disclaims any responsibility or liability for the loss or disclosure of any confidential information submitted or uploaded through the Website. Little Smiles does not warrant that the Content, including Your use of the Website, will be uninterrupted or error free, accurate, useful, complete, error-free or uninterrupted, that defects will be corrected, that the Website or its server are free of viruses or other harmful components, or that the Website will meet your needs or expectations. Little Smiles disclaims any and all representations and warranties, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, non-infringement, title, quiet enjoyment, data accuracy, data completeness, security, reliability, quality, availability, and system integration. Little Smiles shall not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer or mobile device, computer programs, data, or other proprietary material due to your use of the Website or any services or items obtained through the Website or by downloading any material posted on the Site or on any site linked to the Website.

b. Limitation of Liability. To the maximum extent permitted by applicable law, Little Smiles, its affiliates, and any of their respective officers, directors, employees, or agents shall not be liable for punitive, consequential, incidental, exemplary, indirect, or special damages (including without limitation damages for lost profits, revenues, business, use, data, or other intangibles), whether or not such damages were foreseeable and even if Little Smiles had been advised of the possibility or likelihood of such damages. To the maximum extent permitted by applicable law, Little Smiles shall not be liable to You for any damages arising from Your use of the Website or from any other user of the Website, or from Your reliance on any information provided on the Website.

10. Indemnity.

You agree to indemnify, defend and hold harmless Little Smiles, its affiliates, and their respective officers, directors, shareholders, employees and agents, and all of their respective successors and assigns, from and against any and all claims, liabilities, losses, awards, judgments, settlements, costs, fees, expenses (including reasonable attorneys' fees) and damages arising out of or relating to (i) Your access or connection to, or use of this Website, (ii) Your violation of a third party's intellectual property or other rights, (iii) any claims alleging facts that, if true, would constitute a breach by You of the terms and conditions of this Agreement, (iv) injury to persons (including death) or property, including loss or corruption of data caused by You. Little Smiles reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and in such case, You agree to cooperate with Little Smile's defense of such claims.

11. Relationship Between the Parties.

You acknowledge that no joint venture, partnership, employment, or agency relationship exists between You and Little Smiles as a result of this Agreement or any use of this Website or the Content therein. You agree not to hold Yourself out as a representative, agent, or employee of Little Smiles and Little Smiles shall not be liable for any representation, act or omission by You to the contrary.

12. Assignment.

You shall not assign or otherwise transfer this Agreement or assign, delegate or otherwise transfer any of Your rights, interests or obligations under this Agreement and any such assignment, delegation or other transfer shall be void. This Agreement shall inure to the benefit of Little Smile's successors, assigns and licensees.

13. Injunctive Relief; Remedies.

a. Injunctive Relief. You agree that Little Smile's remedy at law for any actual or threatened breach of this Agreement would be inadequate and that Little Smiles shall be entitled to specific performance or injunctive

relief, or both, in addition to any damages that Little Smiles may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including but not limited to attorneys' fees.

b. Cumulative Remedies. All rights and remedies granted to Little Smiles under this Agreement are cumulative and not alternative, and are in addition to all other rights and remedies available to Little Smiles at law or in equity.

14. Governing Law and Jurisdiction; Limit on Commencing Actions.

a. Governing Law. This Agreement is governed by the laws of the State of Florida, U.S.A. without regard to its conflicts of laws principles. You consent to the exclusive jurisdiction and venue of the state and federal courts in the State of Florida, USA in all disputes arising out of or relating to the use of this Site.

b. Limitation on Actions. You must commence any cause of action or claim against Little Smiles within one (1) year after the cause of action or claim arises, otherwise You agree that Your cause of action or claim shall be barred.

15. International Access.

This Website can be accessed from countries other than the United States. This Website may contain products or services, or references to products or services, that are not available outside of the United States. Any such references do not imply that such products or services will be made available outside the United States. If You access and use this Website outside the United States You are responsible for complying with Your local laws and regulations.

16. Contact Information.

Please send any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Website by e-mail to [info@Little Smiles.org], or write us at the address shown on our contact us form.

17. Waiver; Severability; Integration.

No waivers shall be implied, whether from any custom or course of dealing or any delay or failure in Little Smiles' exercise of its rights and remedies hereunder or otherwise. Any waiver granted by Little Smiles shall not obligate Little Smiles to grant any further, similar, or other waivers. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect. This Agreement represents the entire agreement between the parties, superseding any and all other prior or contemporaneous agreements, promises or representations between them regarding the subject matter of this Agreement.

18. Reservation of Rights. Authority.

Little Smiles reserves to itself any and all rights not expressly granted herein. You authorize us to accept and act on your instructions and the information provided by you through the facilities in this site. You acknowledge that the information you provide will form the basis upon which we will advise you.

Refund Policy

Donations are refundable within 30 days. Event purchases are refundable prior to the date of the event with 24 or greater hours notice. Donations with gifts received in exchange for donations are refundable within 5 days.