



Our Rock Project — Terms of Use

Terms of Use / End User License Agreement

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If You are under the age of 18 Your parent or legal guardian must enter into this agreement on Your behalf. If You are under the age of 18 You affirm that by Your continued or future use of any OUR ROCK Platform or any of the offerings, Content, products, and services of OUR



ROCK, Your parent or legal guardian has first agreed to the Terms, including as amended, on Your behalf.

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Because of the rapidly evolving nature of the internet, computers, mobile technologies, and other technologies, in our attempts to make our user experience better, and for other aesthetic and business reasons, OUR ROCK may change, update, and modify the Terms from time to time. OUR ROCK will post its updated Terms at www.ourrockproject.org so You may always be aware of what has changed. If any modification is unacceptable to You, You shall cease using the OUR ROCK Platform, Content, and



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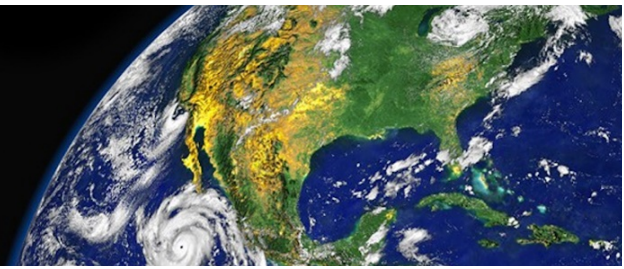
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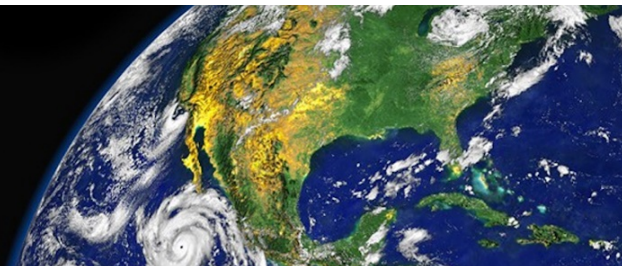
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OUR ROCK may report to law enforcement authorities any actions that it believes may be illegal, and any reports it receives of such conduct. When legally required or at OUR ROCK's sole and unfettered discretion, OUR ROCK may cooperate with law enforcement agencies in any investigation of alleged illegal activity on a OUR ROCK Platform or on the Internet, and may disclose information that it has about You.

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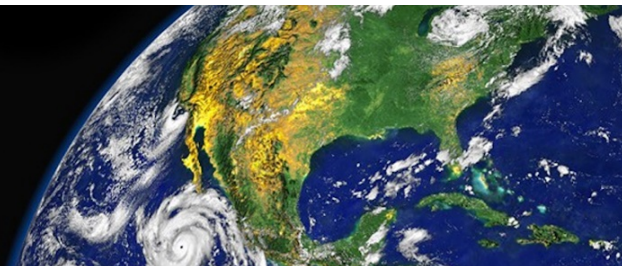
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Post or upload any content that might be competitive with OUR ROCK or any of its Platforms or Services;

Impersonate any person or entity, falsely claim an affiliation with any person or entity, access OUR ROCK Platform accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via a OUR ROCK Platform, or perform any other similar fraudulent activity;

Use of the OUR ROCK Platform for any illegal purpose or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights and data protection and privacy;

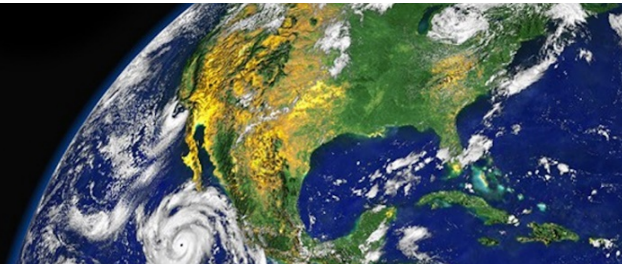
Remove, circumvent, disable, damage, or otherwise interfere with DRM or security-related features of the OUR ROCK Platform or Content, features that prevent or restrict use or copying of any content accessible through a OUR ROCK Platform, or features that enforce limitations on the use of a OUR ROCK Platform Site or Content;

Reverse engineer, decompile, disassemble, or otherwise attempt to discover any source code of the OUR ROCK Platform or any part thereof, or DRM, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

Modify, adapt, translate, or create derivative works based upon a OUR ROCK Platform or Content or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

Interfere with or damage operation of the OUR ROCK Platform or any User's enjoyment of the OUR ROCK Platform or Content, by any means, including uploading, linking to, or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;

Relay email from a third party's mail servers without the permission of that third party;



Use any robot, spider, scraper, or other automated means to access the OUR ROCK Platform, except for accessing OUR ROCK RSS feeds;

Forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the OUR ROCK Platform;

Interfere with or disrupt the OUR ROCK Platform or servers or networks connected to the OUR ROCK Platform, or disobey any requirements, procedures, policies, or regulations of networks connected to the OUR ROCK Platform;

Post, upload, or distribute marketing material, advertisements, spam, content designed to aid search engine optimization, content in HTML format with links or redirects, or other commercial content that generally detracts from the OUR ROCK experience;

Engage in any activity or upload commercial content that generally detracts from the OUR ROCK experience;

Take any action that imposes an unreasonable or disproportionately large load on OUR ROCK's infrastructure or any OUR ROCK Platform; and

Artificially inflate or alter the ratings available on the OUR ROCK Platform or alter any comments posted by others on a OUR ROCK Platform;

Create liability for Us or cause Us to lose (in whole or in part) the services of our ISPs or other suppliers;

Link directly or indirectly to or include descriptions of goods or services that are prohibited under the Terms, or that You do not have a right to link to or include;

This list of prohibitions provides examples and is not complete or exclusive. OUR ROCK reserves the right to (a) terminate Your access to Your account or Your ability to access, post, or upload to a OUR ROCK Platform (or the services) and (b) refuse, delete, or remove any Content, with or without cause



and with or without notice, for any reason or no reason, or for any action that OUR ROCK determines in its sole and unfettered discretion is inappropriate or disruptive to the OUR ROCK Platform or to any other User of the OUR ROCK Platform and/or services. OUR ROCK may report to law enforcement authorities any actions that it believes may be illegal, and any reports it receives of such conduct. When legally required or at OUR ROCK's sole and unfettered discretion, OUR ROCK may cooperate with law enforcement agencies in any investigation of alleged illegal activity on a OUR ROCK Platform or on the Internet. Such termination or suspension may continue so long as OUR ROCK suspects the violation in question and OUR ROCK will have no liability to You for such termination or suspension.

These prohibitions do not require OUR ROCK to monitor, police, or remove any User Content or other information submitted by You or any other User, or monitor, police, or report any User activity.

11. UNAUTHORIZED ACTIVITIES

User Content and unauthorized use of any OUR ROCK Platform, Services, or Content contained on or available through the OUR ROCK Platform may impermissibly violate certain laws and regulations. You agree to indemnify, defend, and hold harmless OUR ROCK and its officers, directors, employees, affiliates, agents, attorneys, licensors, and business partners from and against any and all claims, costs, damages, liabilities, and expenses (including attorneys' fees and costs) OUR ROCK or any other indemnified party suffers in relation to, arising from, or for the purpose of defending against or avoiding any claim, action, or demand from a third party that Your use of a OUR ROCK Platform, Service, Content, or the uploading of Your User Content (or what You represent is Your User Content), or the use of the OUR ROCK Platform, Service, or Content, or the uploading of User Content by any person using Your user name and/or password (including, without limitation, Your participation in the posting areas or Your User Content) violates any applicable law or regulation, including the copyrights, trademark rights, or other rights of any third party.



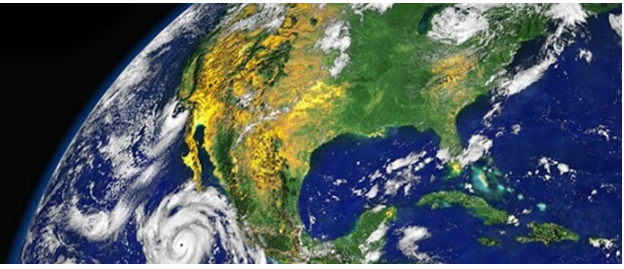
12. PROPRIETARY RIGHTS

OUR ROCK is a pending registered trademark of OUR ROCK. Other trademarks, names, and logos on the OUR ROCK Platform or Content are the property of their respective owners. The trademarks, logos, and service marks displayed on the OUR ROCK Platform or Content (collectively the "Trademarks") are the registered and unregistered trademarks of OUR ROCK, its licensors, suppliers, and others. The Trademarks owned by OUR ROCK, whether registered or unregistered, may not be used in connection with any product or service that is not OUR ROCK's in any manner that may cause confusion with or to consumers or customers, or in any manner that disparages OUR ROCK or blurs, tarnishes, or dilutes the Trademarks or OUR ROCK. Nothing contained on the OUR ROCK Platform, Service, Content, communication, or herein should be construed as granting, by implication, estoppel, waiver, or otherwise, any license or right to use any Trademark without the express written permission of OUR ROCK, its licensors, suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and OUR ROCK may aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

Unless otherwise specified in these Terms, all information and screens appearing on the OUR ROCK Platform, including documents, services, OUR ROCK Platform design, text, graphics, logos, images, and icons, as well as the arrangement thereof, are the sole property of OUR ROCK. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or licensor.

13. COPYRIGHT AND TRADEMARK INFRINGEMENTS; NOTIFICATION

OUR ROCK respects the intellectual property rights of others, and we require You to do the same. OUR ROCK may, in appropriate circumstances, and at our sole and unfettered discretion, terminate service and/or access to this Site for users who infringe or are accused of infringing the intellectual property rights of others. If You believe that Your work is the subject of copyright infringement please comply



with the requirements of the Digital Millennium Copyright Act and complete the information / form available here.

If You believe that Your work is the subject of trademark infringement and appears on our Site, please provide OUR ROCK's designated agent the following information:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identification of the trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site, including specific information (not general information, or a “search”) where such works are to be located.

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at any OUR ROCK Platform, and information reasonably sufficient to permit OUR ROCK to locate the material.

Information reasonably sufficient to permit OUR ROCK to contact You as the complaining party such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted.

A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the trademark owner, its agent, or the law.

A statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

OUR ROCK reserves the right to assert that it has no obligation under the law to take action with regard to alleged trademark infringement, and to require that You support Your claims of actionable trademark infringement.

OUR ROCK's agent for notice of claims of copyright or trademark infringement on this Site can be reached as follows:



Our Rock Project™
Kids Teaching Kids



By mail:

OUR ROCK, INC.

Registered Agent: Glenn Rosenberg

Siegelau, Rosenberg, Golding & Feller, P.A.

2801 North University Drive, Suite 301

Coral Springs, FL 33065

By e-mail: Glenn@siegelau.com

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. OUR ROCK reserves the right to remove User Content without notifying You if You posted User Content, and without providing You with an opportunity to submit a counter-notification, and You waive any rights or claims that You might have against OUR ROCK for removing Your User Content, including without notifying You of OUR ROCK's receipt of a DMCA takedown notice or providing You with an opportunity to submit a counter-notification or complying with the counter-notification procedure set out in the DMCA.

We reserve the right to supply Your communications and DMCA copyright infringement notification to those who are conducting or might conduct research, or publish it on any OUR ROCK Platform for inclusion in studies and legal scholarship.

14. LIMITATION OF LIABILITY AND DAMAGES

14.1 Limitation of Liability

OUR ROCK SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR ACCESS TO OR USE OF ANY OUR ROCK PLATFORM, SERVICES, CONTENT, OR ANY



REFERENCE SITE OR THIRD PARTY SERVICE PROVIDERS OR VENDORS, YOUR DISPLAYING, COPYING, DOWNLOADING, OR USING, ANY CONTENT, INCLUDING FROM OR THROUGH ANY OUR ROCK PLATFORM. OUR ROCK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE OF ANY OUR ROCK PLATFORM, CONTENT, OR SERVICE TO OPERATE, FOR ANY ERRORS IN OR IN CONNECTION WITH ANY OUR ROCK PLATFORM, SERVICE, OR CONTENT, OR ANY REFERENCE SITE OR THIRD PARTY SERVICE PROVIDERS OR VENDORS, OR FOR ANY LACK OF ACCESS TO ANY OUR ROCK PLATFORM, CONTENT, OR SERVICE, OR ANY REFERENCE SITE OR THIRD PARTY SERVICE PROVIDERS OR VENDORS. OUR ROCK MAY INTERRUPT ANY OUR ROCK PLATFORM OR SERVICE AT ANY TIME TO PERFORM MAINTENANCE, TO ADDRESS SECURITY BREACHES, OR FOR ANY OTHER REASON, OR NO REASON AT ALL, WITH NO LIABILITY TO YOU WHATSOEVER. IN NO EVENT SHALL OUR ROCK BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE, ANY DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) HOWEVER ARISING, EVEN IF OUR ROCK KNOWS OR HAS BEEN ADVISED THERE IS A POSSIBILITY OF SUCH DAMAGE. THE LIABILITIES LIMITED BY THIS SECTION INCLUDE, WITHOUT LIMITATION, LIABILITY FOR NEGLIGENCE.

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN OUR ROCK AND RECEIVED THROUGH OR ADVERTISED ON ANY OUR ROCK PLATFORM OR RECEIVED THROUGH ANY REFERENCE SITES.

THESE TERMS DO NOT GRANT YOU OR ANY THIRD PARTY NOT IN PRIVACY TO THIS AGREEMENT ANY GREATER OR ADDITIONAL RIGHTS OR REMEDIES AGAINST YOU OR



OUR ROCK THAN SUCH THIRD PARTY MIGHT OTHERWISE HAVE ABSENT THESE TERMS. THESE TERMS DO NOT GRANT ANY THIRD PARTY BENEFICIARY RIGHTS, SUCH RIGHTS ARE EXPRESSLY DISCLAIMED.

14.2 Limitation of Damages

IN NO EVENT WILL OUR ROCK OR ITS AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', ATTORNEYS', OR THIRD-PARTY PARTNERS', LICENSORS', OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS, OR YOUR USE OF ANY OUR ROCK PLATFORM, SERVICE, CONTENT, OR REFERENCE SITES, OR YOUR INTERACTION WITH OTHER USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, COPYRIGHT OR TRADEMARK INFRINGEMENT OR OTHERWISE), WILL NOT EXCEED ONE HUNDRED DOLLARS. THE LIABILITIES LIMITED BY THIS SECTION INCLUDE, WITHOUT LIMITATION, LIABILITY FOR NEGLIGENCE.

THESE LIMITATIONS OF DAMAGES ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES AND RECEIVED THROUGH OR ADVERTISED ON ANY OUR ROCK PLATFORM, SERVICES, OR CONTENT, OR RECEIVED THROUGH ANY REFERENCE SITES.

15. LOCAL LAWS; EXPORT CONTROL

OUR ROCK controls and operates each OUR ROCK Platform from its headquarters in the State of Florida in the United States of America and a OUR ROCK Platform, Service, or Content may not be appropriate or available for use in other locations. Although OUR ROCK does not direct its activities to users outside of the United States of America, if You use any OUR ROCK Platform outside the United States of America, You are responsible for following applicable local laws.



You agree to comply with all export laws and restrictions and regulations of the United States Department of Commerce or other United States or other sovereign agency or authority, and not to export, or allow the export or re-export of any software, technical data, or any direct product thereof in violation of any such restrictions, laws, or regulations, or unless and until all required licenses and authorizations are obtained with respect to the countries specified in the applicable United States Export Administration Regulations (or any successor supplement or regulations). The transfer of certain technical data and commodities may require a license from an agency of the United States government and/or written assurances by You that You will not export such software, technical data, or commodities to certain foreign countries without prior approval of such agency. Your rights under the Terms are contingent on Your compliance with this and all other provisions.

16. TERMINATION

OUR ROCK may, in its sole and unfettered discretion, for any or no reason, and without penalty, terminate and/or suspend Your access to any OUR ROCK Platform, Service, or Content without notice. OUR ROCK prefers to advise You of Your inappropriate behavior and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by OUR ROCK in its sole and unfettered discretion, may result in immediate termination of Your access to any OUR ROCK Platform, Service or Content. If OUR ROCK terminates Your access to any OUR ROCK Platform, Service, or Content, OUR ROCK may delete Your user profile(s) but will not be obligated to, and may delete any Content that You have provided in connection with any OUR ROCK Platform. OUR ROCK has the right to terminate any password-restricted account for any reason. You will not create multiple user accounts, particularly so as to abuse any of the OUR ROCK policies, guidelines, or systems. IF YOUR ACCOUNT HAS BEEN SUSPENDED OR TERMINATED AND YOU DO OPEN A NEW ACCOUNT YOU WILL BE LIABLE TO OUR ROCK FOR DAMAGES OR, AT OUR ROCK'S OPTION, LIQUIDATED DAMAGES IN AN AMOUNT OF \$500.00. Such termination may continue so long as OUR ROCK suspects the violation in question, and OUR ROCK will have no liability to You for such suspension, including, without limitation, liability to refund any fees paid for any Content,



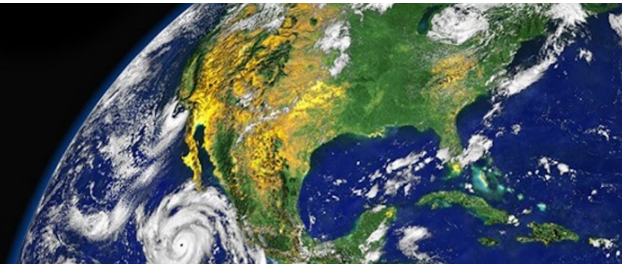
documents, features, or subscriptions. You agree that OUR ROCK will not be liable to You or any third party for any such termination.

YOUR ONLY REMEDY with respect to any breach by OUR ROCK of any term in these Terms, The OUR ROCK Privacy Policy, violation of any right or law, or dissatisfaction with (i) any OUR ROCK Platform, Service, or Content, (ii) any term of these Terms, (iii) any policy or practice of OUR ROCK in operating any OUR ROCK Platform or Service, or (iv) any Content, content or information transmitted through any OUR ROCK Platform, is to terminate Your account and discontinue using any and all parts of each OUR ROCK Platform.

17. INDEMNIFICATION & RELEASE

You agree to indemnify, defend, save, and hold harmless OUR ROCK, its parent and affiliated companies, contractors, employees, agents, attorneys, and its third-party suppliers, licensors, and partners, from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of Your use or misuse of any OUR ROCK Platform, Service, Content, any violation by You of any term of these Terms, or any breach of the representations, warranties, promises, or covenants made by You herein. OUR ROCK reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify, defend, or hold harmless OUR ROCK, and You agree to cooperate with OUR ROCK's defense of these claims. OUR ROCK will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

Users are responsible for their acts and omissions and content placed on any OUR ROCK Platform. In the event that You have a dispute with or claim against one or more Users, You release OUR ROCK (and our parents, subsidiaries, officers, directors, shareholders, employees, agents, joint ventures, consultants, successors and assigns) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.



18. MISCELLANEOUS

18.1 Governing Law and Jurisdiction

Florida law and controlling U.S. federal law, without regard to the choice or conflict of law provisions, will govern the Terms. Any disputes relating to the Terms or any OUR ROCK Platform, Service, Content, or Reference Site, will be heard in the courts located in Broward County, Florida. If any term or provision of the Terms is found to be inconsistent with applicable law, then such term or provision shall be interpreted and modified to reflect the intentions of the parties, and no other terms will be modified.

18.2 Waiver

OUR ROCK's failure to enforce any term or provision of the Terms is not a waiver of such term. The Terms are the entire agreement between You and OUR ROCK and supersede all prior or contemporaneous negotiations, discussions, or agreements between You and OUR ROCK about the subjects of the Terms, including each OUR ROCK Platform, Service, and Content.

18.3 Survival

Upon expiration or termination of the Terms, any provision which logically, by its nature, or by express terms should survive, will survive such termination or expiration, including, but not limited to, sections regarding proprietary rights, disclaimer of warranties, representations made by You, indemnities, limitations of liability and damages, and governing law and jurisdiction, and all general provisions shall survive any termination or expiration of these Terms.

18.4 Severability

If any provision of the Terms and related Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.



18.5 Assignment

The Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by OUR ROCK without restriction. Any assignment attempted to be made in violation of the Terms shall be void.

18.6 Headings

The heading references herein are for convenience purposes only, do not constitute a part of the Terms, and will not be deemed to limit or affect any of the provisions hereof.

18.7 Entire Agreement

This is the entire agreement between You and OUR ROCK relating to the subject matter herein and will not be modified except in writing, signed by both parties by hand, or by a change to these Terms made by OUR ROCK as set forth above.

18.8 Time Limitations on Bringing Claims

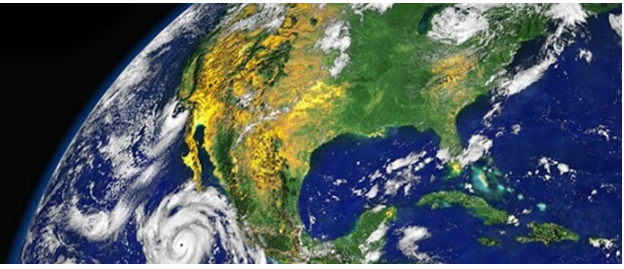
YOU AND OUR ROCK AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR ANY OUR ROCK PLATFORM, SERVICE, OR CONTENT, EXCEPT FOR OUR ROCK'S RIGHTS TO SEEK INDEMNIFICATION, DEFENSE, AND TO BE HELD HARMLESS, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

18.9 Class Actions

You expressly waive the right and agree not to bring or participate in any class action or joinder or consolidation of claims with respect to any dispute under or relating to this Agreement, including in any arbitration.



Our Rock Project™
Kids Teaching Kids



18.10 Advertisements in documents

Neither advertisements in or among documents, Content, the OUR ROCK Platform, nor their placement are intended to suggest the author or member who posted said Content, or any entity or person mentioned in the Content, is in any way associated with, endorses, or approves the advertisement or advertiser. The advertisement was inserted between document pages automatically.