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9. Term and Termination. These Terms of Use will take effect at the time you begin using the Site. Ilykei reserves the right, with or without notice, at any time and for any reason to deny you access to the Site(s) or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may cease or be suspended from use of the Site, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you agree to destroy all copies of any portion of the Site, including any Ilykei Content, in your possession.

10. Arbitration; Venue. You and Ilykei agree to arbitrate any controversy or claim (“Claim”) you have arising out of or relating to these Terms of Use or the use of the Site. The Claim shall be resolved by a single arbitrator pursuant to proceedings administered by JAMS under its rules for resolution of commercial disputes. Any such Claim shall be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Chicago, Illinois. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with limited discovery. The arbitrator’s award shall be final and binding. If either party intends to arbitrate, the party seeking arbitration must first notify the other party of the dispute in writing at least thirty (30) days in advance of initiating the arbitration. Notice to you will be your e-mail address and street address, if any, that Ilykei has in its records at the time the notice is sent. The notice must describe the nature of the claim and the relief being sought. If we are unable to resolve the dispute within thirty (30) days, either party may then proceed to file a claim for arbitration. The courts of the State of Illinois and/or the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim you

have arising out of or relating to these Terms of Use. You agree to submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. YOU AND ILYKEI IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE USE OF THE SITE(S).

Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of both parties. Any claim or controversy as to the enforceability of this arbitration provision's restriction on your right to participate in or pursue a class action or class wide arbitration shall be brought only in the United States District Court of the Northern District of Illinois or any State court located in Cook County, Illinois.

11. Contact Information. If you have any questions or concerns regarding these Terms of Use the content of the Site, or claims concerning intellectual property matters or any other matter concerning the Site, please contact: ILykei, Inc., Digital Content Specialist by any of the following ways: E-mail: admin@ilykei.com; U.S. Mail: ILykei Teaching Tech. Corp., P.O. Box 5187, Evanston, IL 60204.

12. Statute of Limitations. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Site must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

13. Use of Websites and Content Outside of the United States. ILykei operates its Site from Chicago, Illinois in the United States of America. We in no way imply that the content on the Site is appropriate or available for use outside the United States. If you use or access the Site or the ILykei Content outside of the United States, you are responsible for compliance with any applicable laws and regulations of your jurisdiction as well as these Terms of Use.

14. Miscellaneous.

(a) Governing Law. These Terms of Use and all matters regarding your use of the Site shall be governed by, construed in accordance with, and enforced under the laws of the State of Illinois, without regard to the conflict of law principles of Illinois or any other state. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods apply and their applicability is expressly excluded.

(b) Complete Agreement. These Terms of Use, together with any revisions, any Click-Through Agreement, and the Privacy Policy, constitutes the entire agreement between you and ILykei concerning the Site, its use by you, and supersedes any previous written or oral communication regarding such matters.

(c) Waiver; Severability. The failure of ILykei to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision (or part thereof) of these Terms of Use is found by a court of competent jurisdiction or an arbitrator to be invalid, illegal, or unenforceable, you nevertheless agree to give effect to the intentions as reflected in the provision, and all other provisions of the Terms of Use shall remain in full force and effect.

(d) Amendment. These Terms of Use are subject to amendment or modification by ILykei at any time. You may stop using the Site at any time, but your continued use of a Site after the effective date of any modifications to the Terms of Use means you agree to the Terms of Use as modified.

Effective Date: February 1, 2019