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2. You must be a human to open an account. Accounts registered by "bots" or other automated methods are not permitted.
3. You must provide your legal full name, valid email address, zip code, and any other information requested in order to complete the signup process.
4. You agree not to upload any copyrighted, trademarked, or proprietary materials on the Service without the expressed permission of the owner.

5. You agree to use the Service only for lawful purposes and agree to not use the Service in any way that will infringe upon the use or rights of any other user.

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We reserve the right, at any time, to change any fees or charges for using any services provided on the Service (or to begin charging fees for any free service), provided that such changes will not apply to fees or charges paid prior to the time of the change.

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2. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
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4. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

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You understand and agree that temporary interruptions of the Service may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of the Service, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the Service is provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

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Limitation of Liability

IN NO EVENT SHALL WE OR ANY OTHER CommonwealthKind PARTY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR

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FURTHER, NEITHER WE, NOR ANY OTHER COMMONWEALTH KIND PARTY, SHALL BE LIABLE IN ANY WAY FOR ANY CLASS OR OTHER THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THE SERVICE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH OTHER USERS OF THE SITE, INCLUDING WITHOUT LIMITATION ANY TRANSACTION BETWEEN A STUDENT AND TEACHER.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and the other CommonwealthKind Parties harmless from all liabilities, claims, and expenses, including attorneys' fees, that arise from your violation of these Terms of Service or any of the other Governing Documents, or other negligent or wrongful conduct. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

Miscellaneous

You agree that the Service shall be deemed a passive interactive service based solely in Massachusetts and shall not give rise to personal jurisdiction over CommonwealthKind, either specific or general, in jurisdictions other than Massachusetts. These Terms of Service, together with the Privacy Policy and the other Governing Documents, shall all be governed and construed in

accordance with the internal laws of the State of Massachusetts, without regard to conflicts of law principles. You agree that any legal action or proceeding between CommonwealthKind and you for any purpose concerning these Terms of Service, the Privacy Policy, the other Governing Documents or your use of the Service shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Massachusetts, Massachusetts.

Any cause of action or claim you may have with respect to any of the foregoing matters must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO CLAIM UNDER THESE TERMS OF SERVICE, THE PRIVACY POLICY OR THE OTHER GOVERNING DOCUMENTS SHALL BE JOINED TO ANY OTHER CLAIM, INCLUDING ANY CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ACTION PROCEEDINGS SHALL BE PERMITTED.

These Terms of Service, together with the Privacy Policy and the other Governing Documents, constitute the entire agreement between you and CommonwealthKind concerning the Service and the services provided by CommonwealthKind. If any provision of any such document is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions thereof, which shall remain in full force and effect. CrowdSense's failure to insist upon or enforce strict performance of any provision of these Terms of Service or any of the other Governing Documents shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Service. CommonwealthKind may assign its rights and duties under these Terms of Service or any of the other Governing Documents to any party at any time without notice to you.

Most communication between CommonwealthKind and you will be sent and received electronically. You agree that all electronic communication between CommonwealthKind and you shall satisfy any legal requirements that such communications be in writing.

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