



## KNOITALL PROVIDER AGREEMENT

THIS PROVIDER AGREEMENT (the "Agreement") is made between KNOITALL, Inc. (Knoitall) with offices in San Diego, and \_\_\_\_\_ ("Provider") and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

### 1) Provider Agreement and Privacy Policy Agreement

Welcome to Knoitall. Please read this **Provider Agreement** and our **Privacy Policy** (Exhibit A) prior to registering to list Provider content on the Knoitall website (the "Site," which consists of all content and pages located within the Knoitall.com web domain), including accessing any course material, chat rooms, or other electronic services. This Provider Agreement and the Privacy Policy are agreements (the "Agreements") between Provider and Knoitall. By clicking on the "Create Your Account" button, you are agreeing that you accept and agree to be legally bound by the Agreements, and that you agree to be legally responsible for each and every term and condition.

Knoitall reserves the right to modify these Agreements at any time without advance notice. Any changes to these Agreements will be effective immediately upon posting on this page, with an updated effective date. By accessing the Site after any changes have been made, you signify your agreement on a prospective basis to the modified Agreement and all of the changes.

### 2. Listing Through Knoitall

Provider agrees that its organization is one of the following entities:

- Colleges and universities, businesses, or afterschool providers that offer classes, certificates, and degrees to lifelong learners
- Private teachers that offer lessons or tutoring opportunities
- Businesses that sell learning-related products

### 3. Types of Listings

Any of the following items can be considering a Listing.

- Classes, Lessons and Tutoring Sessions
- Camps and Afterschool Programs
- Career Education (degrees, certificates) designed for the working adult
- Products that provide learning outcomes
- Articles and other learning resources

### 4. Listing Requirements

Knoitall seeks to provide access to learning-related opportunities for both children and adults. We seek to connect consumers to the broadest range of learning-related opportunities available anywhere. We may choose, at our discretion, to limit certain types of learning from Knoitall. As a general rule, we do not allow the following types of opportunities to be listed:



- items, products, or programs that are deemed to be illegal, or to support illegal activities
- items, products, or programs that are deemed to foster hate, or to limit an individual's civil rights
- items, products, or programs that promote or foster pornography
- items, products, or programs that, in Knoitall's opinion, take advantage of our audience
- items, products, or programs that, in our opinion, are not related to learning.

## 5. Removing Provider Learning Inventory

Each time you list a learning item through Knoitall, you assign an allotment of seats to be sold or, in the case of programs (degrees and certificates), leads to be received. **At any time prior to two (2) days before your stated listing deadline you may remove some, or all of the inventory allotted to Knoitall.** Within two (2) days of the listing deadline, the remaining inventory may not be removed.

## 6. Canceling a Listing

Provider may cancel a listing at any time prior to the listing deadline by logging into your Knoitall account, selecting the item listed, and clicking on the cancel link next to the listing. When you do this Knoitall handles all of the notifications to your consumers for those who have already paid.

## 7. Term and Termination

Term. Unless earlier terminated pursuant to the terms hereof, the term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of one (1) year, at which point, the term of this Agreement shall automatically renew and continue in effect for successive one (1) year periods, unless either party provides written notice to the other party of its intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then-current term.

Termination. This Agreement may be terminated by either party for any reason or no reason by giving the other party thirty (30) days written notice. This Agreement may be terminated for breach provided the non-breaching party shall first provide the breaching party fifteen (15) days' written notice of such breach and opportunity to cure. Failure to cure within fifteen (15) days after written notice shall result in termination. This Agreement may be terminated by either in the event of a change of control by giving the other party sixty (60) days written notice.

Effect of Termination. If this Agreement is terminated for any reason, notwithstanding the foregoing:

- a. Provider shall continue to provide the Provider Courses to any students under any contract in existence at the time of termination through later of the completion of the then current school year or the courses at issue;
- b. Each party shall promptly return to the other all proprietary and confidential materials of the other party;
- c. The parties agree to cooperate to conclude orderly termination of the Agreement under the terms set forth herein; and



Except as otherwise stated herein, no party terminating this Agreement pursuant to the terms hereof shall have any liability for or arising out of such termination, and all rights and obligations of the parties arising under this Agreement shall terminate, provided that all amounts payable by Provider to Knoitall pursuant to Section 12 will be paid in accordance with the terms of this Agreement.

Survival. Upon termination or expiration of the term of this Agreement the provisions that by their nature survive the termination of this Agreement shall survive and continue and survive in full force and effect.

**8. Pricing of Provider Items**

Knoitall has a "lowest price guarantee". This means that we guarantee that your items will be priced at or below the pricing that you charge for the same items through your own physical and online properties, and through other distribution channels. For this reason we require that the prices you charge for your items listed through Knoitall be at or below the prices charged through any other channels.

**If we find that the pricing charged on our site for your items is higher than the prices charged elsewhere, we reserve the right to immediately remove your items from our marketplace.**

**9. Item Discounting**

If Provider offers any discounts on items through your online or physical properties, Provider must price your items through Knoitall at the discounted pricing. This includes any and all forms of discounts.

If Provider offers more than one form of discount, the sum of which adds up to an even greater discount, Provider must price your items at the combined discount through Knoitall.

**10. Knoitall Marketing Fees**

- a. **Free Learning Opportunities** – Provider can list free resources (e.g. articles, free webinars, etc.) through Knoitall. There is no charge for listing these opportunities.
- b. **Higher Education** - Knoitall provides a referral program for accredited educational offerings. When a prospective student is interested in receiving more information on one of your programs, we capture the name, email address, zip code, and program of interest. Our fees are as follows:

<b>Referral</b>	<b>Cost per Click</b>
Degree Program	\$10
Certificate Program	\$8
Individual Class or Seminar	\$5
On-going Lessons	\$10
Products	\$5
<b>Advisor Generated Referrals</b>	
Degree Program	\$75
Certificate Program	\$50



**c. Learning Products** - Provider may list products for sale through Knoitall as long as they support learning outcomes. These purchases occur through our payment platform and are tied to Provider's PayPal account. Knoitall charge a 10% processing fee. Provider is required to ship the item directly to the consumer.

**d. Classes, Lessons, and Tutoring** – Provider may want to sell their offerings through Knoitall, the fee is 10% of the cost of the item charged. Knoitall will handle the registration and payment process with the learner and you will be notified when an individual or group has signed up for one of your offerings.

### **11. Knoitall Premier Provider**

Provider may elect to have their learning center highlighted to our audience by becoming a *Premier Provider*. A *Premier Provider* can showcase their offerings through support for promotional videos, academic advisors, premier placement and search highlights for discounted offerings. Knoitall will provide our premier support package which includes direct access to our team to assist Provider in setting up offerings and loading premium content.

This optional service is \$200/month with a minimum purchase of 12 months.

### **12. Knoitall Payment Process for Class Bookings**

Knoitall transfers funds to Provider through PayPal. If you do not have a PayPal account, it's [easy and free to set up](#). **Please Note:** Knoitall will send your Knoitall payments to the email we have on file for you in your Knoitall profile. Make sure that this email is also in your PayPal profile.

1. When a consumer selects one of your events for purchase, Knoitall will reserve the seat for the consumer and facilitate the payment through your PayPal account.
2. Knoitall will email the consumer a QR coded enrollment receipt, including a unique Knoitall registration number, **which you can accept** as proof of enrollment. If the student does not bring their receipt with them to your event, they can access their receipt by logging into their account through Knoitall.
3. When the consumer presents you with the enrollment receipt, you scan the QR code on the receipt with your smart phone using any of the free scanning applications available through the app stores of Apple, Google, or Microsoft. Or, any time after the first session, you may log into your account and select "process enrollment", and enter the registration id found directly under the bar code on the enrollment receipt.

Our system will validate the registration id and store this information in Provider's Knoitall account.

### **13. Knoitall Billing Process for Prospective Student Referrals**

Knoitall will notify Provider of each referral generated through the Knoitall platform and will invoice Provider for each referral on a monthly basis. Terms are net-30.

### **14. Knoitall Billing Process for Premier Providers**

Knoitall will invoice Provider annually at the beginning of Premier *Provider* contract. Terms are net-30.



## **15. Listing Representations and Warranties**

By submitting your Listings, you affirm, represent and warrant (1) that you have the necessary rights, licenses, consents and/or permissions to reproduce and publish the Listings and to authorize Knoitall and its users to reproduce, modify, publish and otherwise use and distribute your Listings in a manner consistent with the licenses granted by you below, and (2) that neither your submission of your Listings nor the exercise of the licenses granted below will infringe or violate the rights of any third party. You, and not Knoitall, are solely responsible for your Listings and the consequences of posting or publishing them.

## **16. Confidentiality**

Except as otherwise provided herein, Parties agrees to treat all information received or provided from the other party or otherwise related to this Agreement and performance under the Agreement as confidential. Confidential Information shall only be used for purposes of Knoitall's performance under this Agreement, and shall not be otherwise used or disclosed without express written consent from Provider. Confidentiality obligations do not apply to any information or development that: (i) is or subsequently becomes available to the general; (ii) is already known to Knoitall before disclosure by Provider to Knoitall; (iii) is developed through the independent efforts of Knoitall without reference to Provider's confidential information; or (iv) that Knoitall receives rightfully from third parties that are not subject to any restriction as to use or disclosure of the information or development.

## **17. Reservation of Rights.**

Provider reserves the right to make changes, in its sole discretion, to any part of any Provider listing and Provider's platform, including without limitation, changing the software, design, composition programs, routines, equipment, methodology, or communications protocol, provided that any such changes shall not adversely affect the existing customers' ability to use the Provider listing during the term of their purchase. Provider reserves the right to use other resellers, distributors, and sales agents, as well as the right to sell directly to customers or class of customers without any payment or commission to Knoitall.

Provider has the sole right and discretion to establish the range and portfolio retail prices for Provider listings and modify such prices at any time.

## **18. Licensing**

**License Grant to Knoitall.** By submitting your Listings, Provider hereby grants to Knoitall a worldwide, non-exclusive, transferable, assignable, sub licensable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, modify, distribute, re-distribute, relicense and otherwise use, make available and exploit your Listings, in whole or in part, in any form and in any media formats and through any media channels (now known or hereafter developed).

**License Grant to Knoitall Users.** By submitting your Listings, Provider hereby grants to each user of the Site a non-exclusive license to access and use your Listings in connection with their use of the Site for their own personal purposes.



## 19. Disclaimer of Warranties and Limitation of Liability

THIS SITE IS PROVIDED BY KNOITALL ON AN "AS IS" AND "AS AVAILABLE" BASIS. KNOITALL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS SITE.

PROVIDER EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KNOITALL DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. KNOITALL WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES.

## 20. Indemnification

Provider will indemnify and hold us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach this Agreement, your improper use of Knoitall's Site or your breach of any law or the rights of a third party.

## 21. General

21.1 Assignment. Each party shall have the full right to assign any and all rights acquired by it hereunder, to any of its Affiliates or to any successor-in-interest in connection with the sale of all or substantially all of its assets, or any merger, acquisition or corporate reorganization. If either party wishes to otherwise assign any of its rights or delegate any of its duties under this Agreement, such party must obtain the other party's prior written approval. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. If Provider consents to any delegation or subcontract, Knoitall shall remain liable and responsible for all of its obligations hereunder, and shall guarantee performance by its delegate or subcontractor.

21.2 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement as a result of any cause or condition beyond such party's reasonable control, including, but not limited to fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, cyber attacks, network failures, acts of God, or labor disputes.

21.3 Governing Law and Attorneys' Fees. This Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles. The parties hereby irrevocably waive any and all claims and defenses either might otherwise have in any such action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue or forum non conveniens. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, costs and other expenses.



21.4 Notices. Any notice or other communication under this Agreement given by either party to the other will be deemed to be properly given and effective the following day, if given in writing and delivered in person or facsimile, if acknowledged received by return facsimile or followed within one day by a delivered or mailed copy of such notice, or if mailed, properly addressed and stamped with the required postage, to the intended recipient(s) at the address(es) set forth at the end of this Agreement it will be deemed effective the third day following such postal delivery. Either party may from time to time change its address for notices under this Section by giving the other party notice of the change in accordance with this Section 20.5.

21.5 Non-solicitation. During the Agreement and for a period of twelve (12) months following its expiry or earlier, lawful termination, the parties shall not solicit nor approach any of the other's employees or contract staff ("Restricted Persons") with a view to offering such Restricted Persons employment or the opportunity to perform services or sell products competitive with the products or services of the other.

21.6 Non-waiver; Severability. Any failure of either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver or relinquishment of such party's right to assert or rely upon such provision, right or remedy in that or any other instance. In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall remain in full force and effect. If any provision of this Agreement shall, for any reason, be determined by a court of competent jurisdiction to be excessively broad or unreasonable as to scope or subject, such provision shall be enforced to the extent necessary to be reasonable under the circumstances and consistent with applicable law while reflecting as closely as possible the intent of the parties as expressed herein.

21.7 Relationship of the Parties. Provider and Knoitall are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, franchise or agency relationship between Provider and Knoitall. Neither party has any authority to enter into agreements of any kind on behalf of the other party.

21.8 Entire Agreement. This Agreement, and Exhibit A entered into hereunder constitute the parties' complete agreement with respect to the subject matter of this Agreement and supersede all prior proposals, understandings, and agreements, whether oral or written, between the parties. However, any non-disclosure agreements previously entered into between the parties are still in force. This Agreement may not be amended or modified except in writing, signed by an authorized representative of each party. This Agreement may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document. A facsimile transmission of an executed signature page of this Agreement shall have the same force and effect as an original signature page.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**PROVIDER:** \_\_\_\_\_

**KNOITALL, Inc.**

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





## Exhibit A - Knoitall Privacy Policy

### **Knoitall Privacy Policy**

Your privacy is important to us. That's why we've provided this Privacy Policy, which sets forth our policies regarding the collection, use and protection of the personal information of those using the Knoitall website. Personal information means information that can be linked to a specific individual, such as name, address, telephone number, and e-mail address.

We encourage you to review our Privacy Policy, and become familiar with it, but you should know that we do not sell or rent our customers' personal information to third parties.

Please note that we review our Privacy Policy from time to time, and we may make periodic changes to the policy in connection with that review. Therefore, Provider may wish to bookmark this page and/or periodically review this page to make sure that you have the current version.

This Privacy Policy explains the following:

- What personal information we collect from you and how we use it
- With whom your personal information is shared
- What safeguards we have in place to protect your personal information
- Other information you should know about your privacy

What personal information does Knoitall gather from me and how is this information used?

When browsing our site, you are not required to provide any personal information unless and until you choose to make a purchase or sign up for one of our e-mail newsletters or other services as described below. We do not knowingly permit the site to be used by any person under the age of eighteen and we do not knowingly collect any personal information from children (meaning those younger than thirteen years of age).

### **Making a Purchase**

In order to purchase events and other related services through our site, you must provide us with certain personal information such as your name, your telephone number, your e-mail address and the name or names of the person(s) you are enrolling in events (if not you). We require this information so that we can process, fulfill and confirm your reservations and transactions and keep you informed of each transaction's status. If you are making a reservation in an event for one or more persons other than yourself, you will need to make sure that each of these other persons agrees, in advance, that you may disclose their personal information to us. For your convenience, we make certain information about your reservation available to you or other persons authorized by you to receive such information. For example, if you forgot your event enrollment information, you or another person authorized by you may retrieve that information from us after providing information sufficient in our eyes to confirm your identity or that such other person is authorized by you to receive that information.



### **Member Registration**

If you choose to become a registered member of Knoitall.com, you must provide your name, address, telephone number, e-mail address, a unique login name, password, and password validation, and a password hint to help you remember your password. This information is collected on the registration form for several reasons including: (i) personal identification; (ii) to complete event reservations and other related purchases; (iii) to allow us to contact you for customer service purposes, if necessary; (iv) to customize the content of our site to meet your specific needs; and (v) to make product improvements to our site. In addition, we need your e-mail address to confirm your new member registration and each reservation you transact on our site. As a Knoitall member you will also occasionally receive updates from us about events in your area, special offers, new Knoitall.com services, and other noteworthy items. However, you may choose at any time to no longer receive these types of e-mail messages.

### **Member Profile**

As a Knoitall member, you can choose to complete your online profile by providing us with learning preferences for yourself. This information is primarily used to assist you in making reservations quickly without having to type in the same information repeatedly.

### **Online Surveys**

Knoitall values opinions and comments from members, so we frequently conduct online surveys. Participation in these surveys is entirely optional. Typically, the information is aggregated and used to make improvements to Knoitall and to develop appealing content, features and promotions for members. Survey participants are anonymous unless otherwise stated in the survey.

### **Promotions**

Knoitall may sponsor promotions to give members the opportunity to win events and other learning-related prizes. Information collected by us for such activities can include contact information and survey questions. We use contact information to notify contest winners and survey information to develop promotions and product improvements to the Knoitall.com web site.

### **Automatic Logging of Session Data**

We automatically log generic information about your computer's connection to the Internet, which we call "session data". Session data consists of things such as IP address, operating system and type of browser software being used and the activities conducted by the user while on our site. An IP address is a number that lets computers attached to the Internet, such as our web servers, know where to send data back to the user, such as the pages of the site the user wishes to view. We collect session data because it helps us analyze such things as what items visitors are likely to click on most, the way visitors are clicking through the site, how many visitors are surfing to various pages on the site, how long visitors to the site are staying and how often they are visiting. It also helps us diagnose problems with our servers and lets us better administer our systems. It is possible to determine from an IP address a visitor's Internet Service Provider (ISP) and the approximate geographic location of his or her point of connectivity.



## **Other**

From time to time we may add or enhance services available on the site. To the extent these services are provided and used by you, we will use the information you provide to facilitate the service requested. For example, if you email us with a question, we will use your email address, name, nature of the question, etc. to respond to your question. We may also store such information to assist us in making the site the better and easier to use.

## **With whom (if anyone) will my personal information be shared?**

When you reserve or purchase learning-related events or items through Knoitall, we provide to the learning provider or other involved third party only that portion of your personal information that is needed for the successful fulfillment of your learning-related activities. We may provide anonymous statistical information based on this data to suppliers, advertisers, affiliates and other current and potential business partners. We may also use such aggregate data to inform these third parties as to the number of people who have seen and clicked on links to their stores within Knoitall. Occasionally, Knoitall will hire a third party to act on our behalf for projects such as market-research surveys. In such cases, Knoitall will provide information to these third parties specifically for use in connection with these projects. The information we provide to such third parties is protected by a confidentiality agreement and is to be used solely for completing the specific project.

## **What safeguards are in place to protect the loss, misuse or alteration of your information?**

All personal information you provide to Knoitall is transmitted using SSL (Secure Socket Layer) encryption. SSL is a proven coding system that lets your browser automatically encrypt, or scramble, data before you send it to us. The SSL encryption guarantees that no one except Knoitall can read your data in transit, and, it insures that no one can intercept and alter the data while sending to, or receiving from, Knoitall (this tactic is known as a "Man in the Middle" attack).

## **What other information should I know about my privacy?**

Knoitall contains links to other web sites. Please note that when you click on one of these links, you are entering another web site for which Knoitall has no responsibility. We encourage you to read the privacy statements of all such sites as their policies may be materially different from this Privacy Policy. Of event, you are solely responsible for maintaining the secrecy of your passwords and your Knoitall membership account information. Please be very careful, responsible, and alert with this information, especially whenever you're online.

In addition to the circumstances described above, Knoitall may disclose member information if required to do so by law, court order, as requested by other government or law enforcement authority, or in the good faith belief that disclosure is otherwise necessary or advisable including, without limitation, to protect the rights or properties of Knoitall or its affiliated companies or when we have reason to believe that disclosing the information is necessary to identify, contact or bring legal action against someone who may be causing interference with our rights or properties, whether intentionally or otherwise, or when anyone else could be harmed by such activities. In addition, if Knoitall or substantially all of its assets are acquired, our customer information will most likely also be transferred in connection with such acquisition.



**What we do NOT do: a warning about "phishing"**

We do not and will not, at any time, request your login name, or password, in an unsecure or unsolicited e-mail or telephone communication.

Identity theft and the practice currently known as "phishing" are of great concern to us. Safeguarding information to help protect you from identity theft is our priority.

*This updated Privacy Policy is effective as of March 1, 2015. We may change or supplement this Privacy Policy from time to time. Any material changes in the way Knoitall uses personal information will be described in future versions of this Privacy Policy. Privacy Policy changes will apply to the information collected from the date we post the revised Privacy Policy, as well as to existing information held by us. If we decide to change this Privacy Policy in a material way, we will obtain the necessary consents required under applicable privacy laws if we seek to collect, use or disclose personal information for purposes other than those for which consent has been obtained, unless otherwise required or permitted by law.*