

WEBSITE TERMS OF USE

SPECIALNEEDSWARE, INC. DBA ORI LEARNING · VERSION v2026.09 · EFFECTIVE SEPTEMBER 23, 2026

1. SCOPE AND RELATIONSHIP TO OTHER AGREEMENTS

1.1 What these Terms govern. These Website Terms of Use (the “Terms”) govern your use of the Marketing Website at orilearning.com and its content, including pages, text, images, video, downloadable materials and forms. They are an agreement between you and SpecialNeedsWare, Inc. dba Ori Learning, a Delaware corporation, with its principal place of business at 66 Summit Ave, Chatham, NJ 07928 (“Ori Learning”).

1.2 What these Terms do not govern. These Terms do not govern the Platform or the Services. A Customer’s use of the Services is governed by its Agreement with Ori Learning; nothing in these Terms adds to, limits or changes an Agreement, and if they conflict, the Agreement controls. An individual’s use of the Platform is governed by the Authorized User Terms from their own effective date. Student Data is governed by the Customer’s Data Privacy Addendum or other Data Privacy Agreement and never by these Terms. The Website Privacy Notice, which is not part of these Terms, describes how Ori Learning handles Personal Information collected through the Marketing Website.

1.3 Acceptance. These Terms are published at orilearning.com/legal/terms-of-use/ and linked from the Marketing Website. By using the Marketing Website, and in any case by submitting a form, you agree to these Terms; if you do not agree, do not use the site. Where Ori Learning wants a record of acceptance, it places a box to tick or a button to press at that form.

1.4 Who may use the site. You may submit a form only if you are 18 or older. If you provide information about an organization, such as a school or district, you confirm that you are authorized to do so.

2. DEFINITIONS

2.1 Defined terms. Capitalized terms have the meanings given in version v2026.09 of the Ori Learning Definitions (orilearning.com/legal/definitions/), which is archived with these Terms at orilearning.com/legal/archive/. That version governs a Visitor for this version of these Terms; a change to the Definitions that affects these Terms reaches a Visitor only through a new version of these Terms under Section 15.

2.2 Terms used only in these Terms.

(a) “Site Content” means everything Ori Learning makes available on the Marketing Website, including text, graphics, logos, images, audio, video, page design, software and Resources.

(b) “Resources” means the materials Ori Learning offers for download or viewing on the Marketing Website without a subscription, such as sample lessons, guides, scope-and-sequence documents, research summaries and worksheets.

(c) “Submission” means information or content you submit through the Marketing Website, including through a form, a comment or a message.

(d) Feedback has the meaning given in the Definitions and never includes Student Data or Customer Data.

3. USE OF THE MARKETING WEBSITE

3.1 License. Ori Learning grants you a limited, revocable, non-exclusive, non-transferable license to view the Marketing Website and to print or save copies of Site Content for your personal, non-commercial reference and for evaluating Ori Learning's products for your organization. Every other use of Site Content requires Ori Learning's prior written permission.

3.2 Restrictions. You may not: (a) copy, republish, distribute, sell or license Site Content, or create derivative works from it, except as Section 3.1 or Section 4 allows; (b) remove or alter a copyright, trademark or other notice; (c) frame or mirror any part of the site; (d) use bots, crawlers, scrapers or other automated means to collect or copy Site Content or Personal Information, other than a search engine indexing the site in the ordinary way; this does not restrict ordinary browser functions, assistive technology, an accessibility evaluation of the site, or security testing Ori Learning authorizes in writing; (e) use the site to send unsolicited communications or to harvest email addresses; (f) probe, scan or test the vulnerability of the site without Ori Learning's written authorization, bypass its security or access controls, or interfere with its operation; (g) introduce malware; (h) impersonate any person or misstate your affiliation; or (i) use the site in violation of law or of these Terms.

3.3 Reservation of rights. Ori Learning reserves every right not expressly granted and may modify, suspend or discontinue any part of the Marketing Website at any time.

4. RESOURCES YOU DOWNLOAD

4.1 License. Ori Learning grants you, the individual who downloads a Resource, a non-exclusive, non-transferable license to download, print and use it for your own evaluation of Ori Learning's products and, where the Resource states that it may be used for instruction, for non-commercial instruction of your own students in your own classroom or program, in the form Ori Learning provides it. For that instruction you may make copies for those students and post the Resource for them on an access-restricted system of your own organization, such as its learning-management system. A permission stated on a Resource itself controls.

4.2 Limits. You may not sell, sublicense or redistribute a Resource; share or post it beyond the audience Section 4.1 states; use it to create a competing product or a derivative curriculum; remove a copyright notice from it; or represent it as your own work. A Resource that is a sample of Curriculum Content is provided for evaluation and grants no subscription. Curriculum Content and Printable Materials provided under a subscription are licensed by the Agreement, not by these Terms.

4.3 Ownership. Ori Learning and its licensors own the Resources. Nothing in these Terms transfers ownership of a Resource to you.

5. INTELLECTUAL PROPERTY AND TRADEMARKS

5.1 Ownership. Ori Learning and its licensors own the Site Content they create or license for the Marketing Website, which is protected by copyright, trademark and other laws. Third-party and open-source components, and content embedded from other services, belong to their owners under their own licenses.

5.2 Trademarks. “Ori Learning” and Ori Learning’s logos, product names and curriculum names are trademarks or trade names of SpecialNeedsWare, Inc., whether or not registered. You may not use them without Ori Learning’s prior written consent, except to refer to Ori Learning’s products accurately. Other marks on the site belong to their owners.

6. SUBMISSIONS AND INFORMATION YOU PROVIDE

6.1 Accuracy. You will provide accurate, current information in a Submission and will not submit information you have no right to share.

6.2 No student information. The Marketing Website is not a channel for information about students. Do not submit a student’s name, records or other Personal Information through the site. Send information about a student only through the Platform or a channel a Customer’s Agreement provides. If a student’s information reaches Ori Learning through the site, Ori Learning sets it apart when it finds it, tells the student’s school where it can identify the school, and routes or deletes it as the Website Privacy Notice describes, keeping only what it must, under restricted use, as a security record, under a legal hold or as the record of a claim.

6.3 Feedback. Feedback excludes Student Data and Customer Data. If you give Ori Learning Feedback, you grant Ori Learning a non-exclusive, perpetual, irrevocable, royalty-free, sublicensable license to use, modify and incorporate it for any purpose, without obligation to you or to any organization you represent, and you confirm that you have the authority to give it. Ori Learning does not acquire ownership of Feedback, owes no duty of confidence for it, and does not identify you or your organization as its source without prior written consent. Do not send confidential information as Feedback.

6.4 Content you post. If the Marketing Website ever lets you post content that others can see, you are responsible for it, you grant Ori Learning a non-exclusive, royalty-free license to host, display, reproduce and remove it, and Ori Learning, which does not review content before it is posted, may remove it at its discretion.

7. REGISTRATION AND LINKS TO THE PLATFORM

Registration for and use of Ori Learning’s products take place in the Platform. Links on the Marketing Website that invite you to log in or register lead to the Platform, a separate service governed by the Authorized User Terms and, for an organization, by its Agreement.

8. THIRD-PARTY LINKS AND EMBEDDED CONTENT

8.1 Links. The Marketing Website links to third-party sites and services, such as social media platforms. Ori Learning does not control or endorse them and is not responsible for their content, terms or privacy practices; your use of them is subject to their terms.

8.2 Embedded content. The Marketing Website may also embed content that Ori Learning selects from other services, such as video hosts and scheduling tools. Ori Learning is responsible for its own selection of that content, for disclosing it and for any instructions it gives the host, and the Website Privacy Notice describes what a host receives when a page loads it; the host's own service remains subject to the host's terms.

9. COPYRIGHT COMPLAINTS

9.1 Notices. This Section applies to material on the Marketing Website. A complaint about material a user has posted in the Platform is handled under Section 8 of the Acceptable Use Policy, which is not part of these Terms. If you believe that material on the Marketing Website infringes your copyright, send a written notice to legal@orilearning.com, which is enough for a complaint under this Section, with: (a) identification of the copyrighted work; (b) identification of the material and where it appears; (c) your name, address, telephone number and email address; (d) a statement that you believe in good faith that the use is not authorized by the copyright owner, its agent or the law; (e) a statement, made under penalty of perjury, that the notice is accurate and that you are the owner or are authorized to act for the owner; and (f) your physical or electronic signature.

9.2 What Ori Learning does. Ori Learning will review a complete notice, remove or disable access to material it determines to be infringing, and, where practical, notify the person who posted it. That person may respond, and Ori Learning may restore the material if it determines that the complaint was mistaken. Ori Learning may end the access of anyone who repeatedly infringes. A person who knowingly misrepresents that material is infringing may be liable for the resulting damages.

10. DISCLAIMERS

10.1 Site provided as is. The Marketing Website and Site Content are provided "as is" and "as available". To the extent the law that applies to you allows, Ori Learning disclaims all warranties about the Marketing Website and Site Content, whether express, implied or statutory, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, and uninterrupted or error-free operation.

10.2 Information, not advice. Site Content, including Resources, research summaries and product descriptions, is general information. It is not legal, medical, psychological or educational advice about any student, and it creates no professional relationship. Decisions about a student are for the student's school, family and qualified professionals.

10.3 Product descriptions. Descriptions of the Services on the Marketing Website are for information. What Ori Learning commits to a Customer is stated in its Agreement, including the Master Subscription Agreement, the Data Privacy Addendum and the Accessibility Exhibit, and not in Site Content.

11. LIMITATION OF LIABILITY

11.1 Scope of this Section. This Section applies only to claims about the Marketing Website and Site Content by a Visitor who has no Agreement with Ori Learning covering the claim. It does not apply to a Customer's rights under its Agreement, to an Authorized User's rights under the Authorized User Terms, or to Student Data.

11.2 Exclusions. To the extent the law that applies to you allows, Ori Learning is not liable for indirect, incidental, special, consequential or punitive damages, or for lost profits, revenue, data or goodwill, arising from your use of, or inability to use, the Marketing Website or Site Content.

11.3 Cap. To the extent the law that applies to you allows, Ori Learning's total liability for all claims about the Marketing Website and Site Content will not exceed five hundred dollars (\$500).

11.4 What is not limited. Nothing in these Terms limits liability for fraud, for willful misconduct, for death or personal injury caused by negligence, or for anything else that the law applicable to you does not allow to be limited. For a New Jersey resident, the disclaimers in Section 10 and the limitations in this Section 11 apply to the extent New Jersey law allows, and they do not limit any right under the New Jersey Consumer Fraud Act or any other right that New Jersey law does not allow to be waived.

12. YOUR RESPONSIBILITY FOR MISUSE

To the extent the law that applies to you allows, you will defend and indemnify Ori Learning against third-party claims arising from a Submission you make in violation of Section 6 or from your use of the Marketing Website in violation of law or of Section 3.2, and against the damages, judgments, settlements Ori Learning approves and reasonable attorneys' fees that result. Ori Learning will give you prompt written notice of the claim and reasonable cooperation, and controls the defense and settlement; it needs your consent only to a settlement that imposes on you an obligation this Section does not cover. This Section does not apply to a public body or to its employees acting for it.

13. SUSPENSION AND TERMINATION

Ori Learning may block or suspend your access to the Marketing Website, and remove any Submission, if it reasonably believes you have violated these Terms or the law, or to protect the site or other Visitors. Sections 2, 4.1 (as this Section limits it), 4.2, 4.3, 5, 6.3, 6.4, 10, 11, 12, 14 and 16 survive the end of your use of the site. The license in Section 4.1 continues for a Resource you lawfully downloaded before then, subject to Sections 4.2 and 4.3, until you breach these Terms or Ori Learning ends it by written notice; the license in Section 3.1 ends with your use of the site.

14. GOVERNING LAW AND DISPUTES

14.1 Law and courts. These Terms and any dispute about the Marketing Website are governed by the law of the State of New Jersey, without regard to its conflict-of-laws rules, and a proceeding may be brought only in the state or federal courts located in New Jersey, whose jurisdiction you accept. Ori Learning may seek an injunction in any court of competent jurisdiction to protect its intellectual property.

14.2 No arbitration; no waivers. These Terms contain no agreement to arbitrate, no waiver of a jury trial and no waiver of the right to bring or join a class action.

14.3 Public bodies. If you use the Marketing Website for a public body, such as a school district or a government agency, and the law that applies to it requires a different governing law or forum for its disputes, that law and forum apply to it. Nothing in these Terms waives an immunity, defense or protection that a public body has under its law.

14.4 Time to bring a claim. To the extent the law that applies to you allows, a claim about the Marketing Website must be brought within one year after it arises.

15. CHANGES AND VERSIONS

Each version of these Terms carries a version tag and an effective date and states which version it supersedes; prior versions remain available at orilearning.com/legal/archive/. Ori Learning may change these Terms by posting a new version with a new effective date. For a material change it posts a conspicuous notice on the home page of the Marketing Website and beside the link to these Terms before the change takes effect, and keeps the notice posted through the effective date. A version applies only to use on or after its effective date, never retroactively, and the version in effect when you use the site governs that use. A material change that governs a form or a download is accepted at that form, as Section 1.3 describes. A change to these Terms never changes an Agreement or the Authorized User Terms. From their effective date, these Terms replace the Terms of Service previously posted at orilearning.com/terms-of-service/ and every earlier version of Ori Learning's website terms, including versions published under its former names, as they apply to the Marketing Website.

16. GENERAL

16.1 Entire agreement for the site. These Terms are the entire agreement between you and Ori Learning about your use of the Marketing Website. They do not supersede an Agreement, the Authorized User Terms or any other agreement between you and Ori Learning.

16.2 Severability. If a court finds a provision of these Terms unenforceable, that provision applies to the extent it can be enforced, and the rest of these Terms remains in effect.

16.3 No waiver. A failure to enforce a provision is not a waiver of it.

16.4 Assignment. You may not assign these Terms. Ori Learning may assign them to a successor to its business.

16.5 Notices and contact. A formal notice to Ori Learning under these Terms goes to SpecialNeedsWare, Inc. dba Ori Learning, Attention: Legal, 66 Summit Ave, Chatham, NJ 07928, with a copy by email to legal@orilearning.com. For a complaint, a question or any other contact, an email to legal@orilearning.com is enough. Ori Learning may give you notice by email to an address you provided or by posting on the Marketing Website.

16.6 Electronic communications. Ori Learning may communicate with you electronically about the Marketing Website. This Section does not make an electronic record satisfy a legal requirement that a notice be given in writing or in a particular way, and Ori Learning delivers no legally required consumer

notice electronically until it has obtained the consent the law requires for that.

16.7 Interpretation. Headings do not affect interpretation. “Including” means “including without limitation”.