

## **Juni Learning Terms of Use**

Effective as of September 13, 2020

Welcome to the Juni Learning service (the “**Service**”). The terms and conditions in this document (the “**Terms of Use**”) apply when you view or use the Service via our website located at <https://junilearning.com>, our Juni Learning web app located at <https://app.junilearning.com>, or by accessing the Service through clicking on the Juni Learning application on your mobile device (the “**App**”). Throughout the Terms of Use, Juni Learning may be referred to as “**Juni Learning**”, “**we**”, “**us**”, or “**our**”. “**You**” includes both you, the student user, and your parent or legal guardian who, if you are under the age of 18, has consented to your use of the Services and your agreement to these Terms of Use.

Please review the Terms of Use carefully. By accessing or using the Service, you signify your agreement to the Terms of Use. If you do not agree to the Terms of Use, you may not access or use the Service. If you are a parent or legal guardian and you provide consent for your child to register for the Service, you agree to be bound by these Terms of Use in respect of your child’s use of the service.

### **PRIVACY POLICY**

Juni Learning respects the privacy of the users of the Service. Please refer to our Privacy Policy (found here: <https://junilearning.com/tos>; the “**Privacy Policy**”) which explains how we may collect, use, and disclose your personal information. By accessing or using the Service, you signify your agreement to the Privacy Policy.

### **ABOUT THE SERVICE**

The Service allows you to learn about a wide variety of topics, including computer science, mathematics, and other subjects, anywhere. Users work with instructors via video conference to learn a range of topics, including Python, Scratch and other programming languages. The Juni Learning web app, which may be accessed via the web or on your mobile device, is the main hub for learners to access and use the Service, and allows families to schedule classes, see an overview of current and future coursework, assemble and present projects, and many more features in the future.

### **REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE**

You must be a resident of the United States and of legal age to form a binding contract to register for the Service. If you are under 18 years old and thus, are not yet of legal age to form a binding contract, your parent or legal guardian must read these Terms of Use and agree to them before you use the Service. If you are under 18 and your parent or legal guardian has consented to your use of the Service, then both you and your parent or legal guardian agree that you will only use or access the Services in accordance with these Terms. The Service is not available to (i) any users previously suspended or barred from the Service by Juni Learning or (ii) any persons under the age of eighteen (18) years old whose usage of the Service has not been approved by a parent or legal guardian.

By clicking the “I Agree” button or by otherwise using or registering for the Service, you represent (a) that you have not been previously suspended or barred from the Service by Juni Learning; (b) that you are either (i) at least 18 years old or (ii) your parent or legal guardian has consented to your use of the Service; and (c) that your registration and your use of the Service is in compliance with any and all applicable laws and regulations.

As a user of the Service, you will create a personalized account (an “**Account**”) which includes a unique username and a password to access the Service and to receive messages from Juni Learning.

You agree to notify us immediately if you become aware of any unauthorized use of your Account. We will not be responsible for any liabilities, losses, or damages arising from or related to any unauthorized use of your Account.

### **TUITION**

Tuition for the Service is set out here: <https://junilearning.com/tuition/>. Each user must complete the enrollment form for the Service, which may be completed online or by telephone interview with a Service representative. Tuition is billed on a monthly basis, unless otherwise agreed at enrollment, based on the particular tuition plan chosen by you. We may terminate your use of the Service if the tuition is not paid in a timely manner.

## **USE RESTRICTIONS**

You agree that, in your use of the Service, you will not under any circumstances:

- post anything that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
- use the Service for any unlawful purpose or for the promotion of any illegal activity;
- undertake to harass, abuse or harm another person or group;
- use another user's account, user name, or password;
- provide false or inaccurate information when registering or updating an Account;
- undertake to interfere with the proper functioning of the Service;
- make any unauthorized automated use of the system, or take any action that does or might impose an unreasonable or disproportionately large load on our servers or network infrastructure, as determined in our sole discretion;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; or
- publish or link to malicious content intended to damage or disrupt another user's browser or computer.

## **POSTING & CONDUCT RESTRICTIONS**

As part of the Service, you may be able to post or otherwise make available for viewing by you and/or other users content generated by you ("**User Content**"). User Content includes, but is not limited to, comments, questions, notes, reviews, ratings, images, audio and video content, and computer code (including object and source code). You are solely responsible for the User Content that you post, upload, link to, or otherwise make available via the Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. We may, however, remove any User Content from the Service at our sole discretion.

You agree that, in your use of the Service, the following rules apply regarding User Content:

- you are solely responsible for your Account and for any User Content posted, uploaded, linked to, or otherwise made available via your Account;
- you will not post User Content that is malicious, false, or inaccurate;
- you will not submit as User Content anything that is subject to third party proprietary rights, including, but not limited to, copyright, privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from the lawful holder of such rights to specifically submit such User Content; and
- we have the sole right to (i) determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, (ii) remove any or all of your User Content submissions, and (iii) terminate your Account with or without prior notice for violating these Terms and Conditions.

You understand and agree that any liability, loss, or damage arising from or related to any User Content that you post, upload, link to, or otherwise make available via the Service is solely your responsibility. The Company is not responsible for any public display or misuse of your User Content. The Company does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service.

## **ONLINE CONTENT DISCLAIMER**

Though Juni Learning strives to enforce these Terms of Use for all users, you may nonetheless be exposed to User Content that is inaccurate or objectionable. We may, but have no obligation

to, monitor the materials posted in the public areas of the Service and to limit or deny a user's access to the Service, notify law enforcement, or take other applicable action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or is, as determined in our sole discretion, unlawful, offensive, abusive, harmful, or malicious. To the extent the Service offers a feature to communicate with other users, messages sent between users that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law, but may otherwise be accessed, viewed, copied, stored, forwarded, and displayed by us as may be reasonably necessary to enforce these Terms and Conditions or in compliance with applicable law. Unauthorized use of the Service may result in criminal and/or civil prosecution under federal, state and local law or applicable regulations. If you become aware of misuse of our Service, please contact us at support@learnwithjuni.com.

## **LINKS TO OTHER SITES AND/OR MATERIALS**

As part of the Service, we may make available to you convenient links to third-party websites ("**Third-Party Sites**") as well as applications, software, content, or other materials belonging to or originating from third parties (the "**Third-Party Content**"). These links are provided as a courtesy to users of the Service. Juni Learning has no control over Third-Party Sites, Third-Party Content, or the promotions, materials, information, goods, or services available on or via Third-Party Sites or Third-Party Content. Such Third-Party Sites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Sites or any Third-Party Content linked to, posted on, available through, or installed from the Service, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third-Party Sites or Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Site or Third-Party Content in your use of the Service does not signify or imply approval or endorsement thereof by us whatsoever. If you decide to leave the Service and access a Third-Party Site or to use or install any Third-Party Content, you do so at your own risk and you should be aware that these Terms of Use no longer govern and you will be subject to the terms and policies associated with such Third-Party Sites and Third-Party Content. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Service or relating to any applications you use or install from the Service.

## **COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT**

Termination of Repeat Infringer Accounts. Juni Learning respects the intellectual property rights of others and expects users of the Service to do the same. Pursuant to 17 U.S.C. §512(i) of the United States Copyright Act, we have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users of the Service who are repeat infringers. The Company may terminate access for users who are found repeatedly to provide or post third-party content without the necessary rights and permissions.

DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided via the Service infringe your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA"; see, 17 U.S.C §512) by sending the following information in writing to our designated copyright agent at Juni Learning, 995 Market St, San Francisco, CA 94105:

- The date of your notification;
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;

- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 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.

DMCA Counter-Notices. If you believe that your User Content that has been removed from the Service is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

- Your physical or electronic signature;
- A description of the content that has been removed and the location at which the content appeared before it was removed;
- A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in New York and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing such person that we may reinstate the removed content in ten (10) business days. Unless the copyright owner files an action seeking a court order against us or you, the removed content may (in our discretion) be reinstated on the Service after such period has passed.

## **LICENSES TO YOUR USER CONTENT**

You retain ownership of and responsibility for your User Content. However, in order to provide the Service, you grant to us and to other users, as applicable, the rights described below, with no compensation or payment of any kind. You retain all rights in your User Content not explicitly granted to us or other users in these Terms of Use.

You grant to us and our legal successors a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of your User Content in our provision of the Service. This includes, but is not limited to, the right to make copies and backups; present your User Content to you and other users; parse it into a search index or otherwise analyze it on our servers; share it with other users; and perform any of your User Content which may include audiovisual works such as music or video. This license applies to your User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, and also applies to your name, voice, and likeness, to the extent incorporated into your User Content.

You also grant to us permission to use your name, voice, likeness, and User Content in the promotion of the Service, in the form of showcased users of the Service on the Service website and other reasonable promotional activities.

For any of your User Content which is shared publicly, you grant each other user of the Service a nonexclusive, worldwide license to use, display, and perform your User Content through the Service and, if applicable, to reproduce your User Content solely on the Service, as enabled by the features of the Service.

## **INTELLECTUAL PROPERTY**

You acknowledge and agree that we, including our licensors, retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Trademarks for Third-Party Sites, Third-Party Content, and other products, services, or materials that may be mentioned or indicated via the Service are the

intellectual property of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

### **EMAIL MAY NOT BE USED TO PROVIDE NOTICE**

Communications made through the Service's email and messaging system will not constitute legal notice to us or any of our officers, employees, agents, or representatives in any situation where notice to us is required by contract or any law or regulation.

### **USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM**

For all notices and communications relating to these Terms of Use, you (a) consent to receive communications from us in electronic form via the email address you have submitted; and (b) agree that these Terms of Use (including updates thereto), agreements, notices, disclosures, and other communications that we may provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about your classes, coursework, account status, and other aspects of your use of the Service, as well as other messages about Juni Learning and special offers. You may customize your communications options by changing your Account settings or sending an email to [privacy@learnwithjuni.com](mailto:privacy@learnwithjuni.com).

### **WARRANTY DISCLAIMER**

THE SERVICE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, JUNI LEARNING EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, JUNI LEARNING MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE SERVICE AND ANY DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT, OR OTHER MATERIAL OBTAINED THEREFROM. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT FULLY APPLY TO YOU.

### **LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL JUNI LEARNING, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH JUNI LEARNING OR ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT JUNI LEARNING HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT FULLY APPLY TO YOU.

### **INDEMNIFICATION**

You shall indemnify and hold harmless Juni Learning and its directors, officers, and employees, and pay any costs (including attorney fees), expenses, awards, settlement, or other obligation, arising from the assertion of a third-party claim, action, or lawsuit that is based upon: (i) your

breach of these Terms of Use; (ii) your failure to comply with any instructions or manuals provided by us for using the Service; (iii) your use of the Service with any third party product or service not authorized by us, or; (iv) your violation of any third party rights in your use of the Service, including, but not limited to, infringement of intellectual property rights, privacy, and harassment.

## **MODIFICATION OF TERMS OF USE**

We may amend these Terms of Use at any time, and the latest version will be posted on the Service website with the "Effective as of" date reflecting the date of the latest version. It is your sole responsibility to check the Service website from time to time to view any such changes in these Terms of Use. Your continued use of the Service, you will signify your agreement to the updated Terms of Use. Any changes to these Terms of Use (other than as set forth in this paragraph) or waiver of Juni Learning's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of Juni Learning. No purported waiver or modification of these Terms of Use by us via telephonic or email communications shall be valid.

## **MISCELLANEOUS**

If any part of these Terms of Use is held invalid or unenforceable, that portion of the Terms of Use will be, to the maximum extent possible, construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of Juni Learning to enforce any provision of these Terms of Use will not be considered a waiver of our right to enforce such provision. Our rights under these Terms of Use will survive any termination of this Agreement to the extent necessary to give full effect to their intended purpose.

These Terms of Use and your use of the Service are governed by the federal and state laws of the State of California, without regard to conflict of law provisions. The parties hereby consent to the exclusive jurisdiction and venue in any federal or state court of competent jurisdiction located in San Francisco County for the adjudication of any disputes arising from or relating to the Service or these Terms of Use.

Any lawsuit or other legal proceeding based on a cause of action arising from or related to these Terms of Use or the Service must commence within one (1) year after such cause of action accrues. After such one (1) year period, such cause of action shall be permanently barred.

We may assign or delegate these Terms of Service, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorized assignment and delegation by you shall be void.

These Terms of Use, together with the Privacy Policy, represent the complete and exclusive understanding of the agreement between us and you regarding the Service, and that these Terms of Use supersede any other prior or contemporaneous agreement, whether oral or written, and any other communications between us and you relating to the Service.