

**Effective date:** February, 2021

Thank you for your interest in using the online services operated by EDU-ZONE LLC. (hereafter called "EDU-ZONE"). These Terms of Service govern your use of online and/or mobile services, websites, and software provided on or in connection with [www.eduzoneserver.com](http://www.eduzoneserver.com) (collectively, the "Service"), which are offered through (i) [www.eduzoneserver.com](http://www.eduzoneserver.com), (ii) mobile applications associated with [www.eduzoneserver.com](http://www.eduzoneserver.com) or [www.edu-zone.org](http://www.edu-zone.org), and (iii) any other EDU-ZONE website, app or online service which links to these Terms of Service.

By accessing or using the Service, or by clicking a button or checking a box marked "I Agree" (or something similar), you signify that you have read, understood and agree to be bound by these Terms of Service (the "Agreement"), and to the collection and use of your information as set forth in our Privacy policy whether or not you are a registered user of our Service. EDU-ZONE reserves the right to modify this Agreement so long as it provides notice of these changes to you as described below. This Agreement applies to all visitors, users, and others who access or otherwise use the Service ("you" or "Users"). If you open an EDU-ZONE account on behalf of a School, company, organization, or other entity, then "you" includes you and that entity.

**PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

## **1. THE SERVICE**

The Service helps its users to learn and practice various subjects including mathematics, language arts, Spanish language, science, and social studies. Unless explicitly stated otherwise, any new or improved features to the Service shall be provided subject to this Agreement. You understand and agree that the Service is provided "as-is" and that EDU-ZONE assumes no responsibility for any mistakes, errors, or omissions, including any unavailability of the Service or deletion or loss of any data relating to the Service. EDU-ZONE grants you a personal, non-transferable and non-exclusive right and license to use the Service. You agree that you will not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by EDU-ZONE for use in accessing the Service.

To use the Service, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees or other costs associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

## **2. ELIGIBILITY AND AUTHORITY**

EDU-ZONE does not sell the Service to children, but only to adults who can purchase

the Service with a credit card or other permitted payment method. If you are under eighteen (18) years of age, you may use the Service only with the involvement and consent of a parent, legal guardian, or at the direction of your School. Your School may impose additional policies regarding the use of the Service, with which you must comply.

If you open an EDU-ZONE account to provide the Service to students in a School, you represent and warrant that you are an authorized representative of the School with the authority to bind the School to this Agreement, and that you agree to this Agreement on the School's behalf. If you contact EDU-ZONE to take any action with respect to an account, you represent and warrant that you have all necessary authority to request such action(s) from or on behalf of the account-holder (e.g., a School or Parent).

The U.S. Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13. If you are a School providing the Service to children under 13, you represent and warrant that you have the authority to provide consent on behalf of parents for EDU-ZONE to collect information from students under 13 before allowing such students to access our Service. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as EDU-ZONE and that they provide a copy of our Privacy Policy and the EDU-ZONE Learning Student Data Privacy Pledge to parents.

### **3. YOUR REGISTRATION OBLIGATIONS**

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or EDU-ZONE has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, EDU-ZONE has the right to suspend or terminate your account and refuse all current or future use of the Service (or any portion thereof).

### **4. GENERAL ACCOUNT INFORMATION**

EDU-ZONE sells access to the Service to a subscriber in the form of an account. Each account is provided for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account (the "Account Terms"). The Account Terms are identified (in order of precedence) in the then-current quote or sales contract for the account, the selections made and account-specific terms disclosed when signing up for the account (which may be confirmed by e-mail), the description of account terms accessible through the EDU-ZONE website when signed in to an appropriate user associated with the account and the default Account Terms set forth below. Each account may have Account Terms in addition to or different from those as set forth in this Agreement, but only to the extent set forth in a signed writing by the account subscriber and an officer of EDU-ZONE.

EDU-ZONE provides a variety of "account types" which may apply depending on the subscriber and the way an EDU-ZONE account is created. Each account type has a default set of Account Terms which apply unless superseded as set forth above. EDU-ZONE reserves the right to provision accounts that do not belong to any of these default account types and/or to provision accounts with different Account Terms regardless of its account type.

### **Account Types:**

Regular Packages — a regular Package account is purchased by or for a Parent. Regular Package are generally only available for purchase through the EDU-ZONE website or a third-party app store using a credit card. Regular account subscriptions are generally for a term of one month which renew automatically. The term is disclosed at the time of purchase. If multiple terms are available, the term can be selected at the time of purchase or later changed by contacting: [edu-zone.support@edu-zone.org](mailto:edu-zone.support@edu-zone.org).

Classroom Account — A classroom account is purchased by or on behalf of a school, such as by a teacher. Classroom accounts may generally be purchased either through the EDU-ZONE website, or by phone or e-mail. A classroom account typically includes a single teacher user and a small number of student users (which may vary depending on the purchase). A classroom account is typically for a term of one year. The term is disclosed at the time of purchase. Classroom accounts do not automatically renew. Action must be taken by the school or its authorized representative (e.g., teacher) to renew and continue using a classroom account past the end of the term. A classroom account is a type of school account.

**Quotes and Proposals:** Any quotes or proposals provided by EDU-ZONE are valid only for a limited time and are effective only with the agreement of the relevant parties. Quotes and proposals may be withdrawn by EDU-ZONE at any time in its sole discretion. Quotes and proposals may include information that is proprietary and confidential to EDU-ZONE and to the maximum extent permitted by law may not be disclosed to anyone other than their intended recipient. By requesting and/or accepting receipt of a quote or proposal from EDU-ZONE you agree to keep such quotes or proposals confidential, to not disclose such quotes or proposals to any third party, and to immediately return and/or destroy all quote and proposal materials upon receiving a request to do so from EDU-ZONE. To the extent that public records laws may apply to a quote or proposal provided by EDU-ZONE, you agree to immediately notify EDU-ZONE of any public records request that may result in disclosure of an EDU-ZONE quote or proposal and provide EDU-ZONE all reasonable opportunities to take steps to prevent such disclosure to the maximum extent permitted by law and will reasonably cooperate with EDU-ZONE.

**Payments:** Classroom accounts have the option to make payment by credit card, check, or other methods at EDU-ZONE's discretion (contact us for details). Payment must be received by EDU-ZONE no later than 30 days after EDU-ZONE issues an invoice. If EDU-ZONE does not receive payment within 30 days, the invoice is past due and EDU-ZONE reserves the right to suspend access to the affected school account(s) and take collection action. Suspension of an account does not relieve the account-holder of its obligation to pay for the account. EDU-ZONE reserves the right to charge a late fee in the amount of 1% per month or the maximum permitted by law and its reasonable attorney's fees in securing payment of past due amounts.

**Cancellation:** All our new regular accounts has a free 30 day trial period, after that period, all cancellations requested before the end of the then-current term will be

effective at the end of the current term.

EDU-ZONE permits early cancellations only in the following circumstances:

In the event that the Service is permanently discontinued.

EDU-ZONE otherwise permits early cancellations only to the extent required by applicable law. In the event of such an early cancellation, the parties agree that the account-holder is responsible for all amounts due and payable before the date of early cancellation without pro-ration or to the greatest extent permitted by law. The parties agree that EDU-ZONE's efforts in selling, provisioning and providing an account are front-loaded and for that reason, pro-ration of fees in the event of early cancellation is not necessary or appropriate.

**End of Subscription:** When an account subscription ends (e.g., at the end of the term if the account has not been renewed or has been canceled), the account no longer permits access to the Service. However, EDU-ZONE may, at its sole discretion, permit continued, limited access for users of the Account for a limited time after the conclusion of the term. The Service includes built-in capabilities to download and export information relating to the account. If an account-holder or any of its users wishes to save or maintain any data, it is the account-holder and its user's sole obligation to download such data before the conclusion of the term. Once the term of an account ends, EDU-ZONE may delete data relating to an account in accordance with this Agreement and the Privacy Policy. It is the account-holder's sole responsibility to request renewal of accounts that do not automatically renew to maintain continued access to the account and its associated data.

## 5. MEMBERSHIP AND BILLING FOR ACCOUNTS WITH AUTOMATIC RENEWAL

This Section 5 applies to accounts that have been created through the Service using a credit card and automatically renew.

You can find specific details regarding your membership with EDU-ZONE at any time. Simply sign in to your EDU-ZONE account, click on the account menu in the upper-right corner, and select Membership details. You may also contact EDU-ZONE with any questions that you may have by contacting us at [edu-zone.support@edu-zone.org](mailto:edu-zone.support@edu-zone.org).

### **Billing and Automatic Renewals.**

MEMBERSHIP SUBSCRIPTION RENEWAL FEES WILL BE AUTOMATICALLY CHARGED TO YOUR CARD ON FILE EACH SUBSCRIPTION PERIOD (MONTHLY OR YEARLY), UNTIL YOU CANCEL.

By starting your EDU-ZONE membership, you are expressly agreeing that we are authorized to charge you the membership fee associated with the term of your membership (e.g., monthly or yearly) you chose during registration. Thereafter, we will automatically renew your subscription on each (monthly or yearly) anniversary of your subscription date, and as authorized by you by checking the box demonstrating your consent for automatic monthly/yearly renewals of your subscription during the sign-up process, we will charge your then-current payment method (or to a different payment method if you change your account information) associated with your account with the applicable then-current fee and any sales or similar taxes that may be imposed. Please

note that prices and charges are subject to change with notice. As used in this Agreement, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method.

You acknowledge that the amount billed each billing period may vary for reasons that include differing amounts due to changes in your membership plan, and you authorize us to charge your Payment Method for such varying amounts. Payments are nonrefundable and there are no refunds or credits for partially used periods. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information from your Membership details page. To access your Membership details page, sign in to your EDU-ZONE account, click on the account menu in the upper-right corner, and select Membership details. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

You must cancel your membership before it renews each billing period to avoid billing of the next membership fee to your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month or year thereafter unless and until you cancel your membership. Sign in to your EDU-ZONE account, click on the account menu in the upper-right corner, and select Membership details to see the commencement date for your next renewal period. We automatically bill your Payment Method each month or year on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment.

Note: In the event your monthly membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you became a paying member on January 31, your Payment Method would next be billed on February 28.

**Cancellation of Automatic Renewals.** You may cancel your EDU-ZONE membership at any time, and cancellation will be effective immediately. You will continue to have access to the program until the current billing period ends. We do not provide refunds or credits for any partially used membership periods. To cancel your membership, sign in to your EDU-ZONE account and click the words "Cancel membership" on your Membership details page. Follow the instructions for cancellation under the heading "Cancel Membership."

**Price Changes.** We reserve the right to adjust the pricing for our Service, including but not limited to membership subscription plans, in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in this Agreement, any price changes will take effect following posting or other notice to you (e.g., e-mail).

**Purchases through Third-Party Stores.** If you purchased your EDU-ZONE membership through a third-party store, such as through your Apple iTunes or Google Play account, portions of this Section may not apply to you. Because such a purchase is between you and the third-party store, and not EDU-ZONE, you acknowledge and agree that EDU-ZONE is not responsible for billing for your membership and is not responsible or liable for any claims relating to the billing of your purchase. If you have

questions about membership or billing, you should contact the Apple iTunes store directly.

## **6. ACCOUNT PASSWORD AND SECURITY**

You will have a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify EDU-ZONE of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. EDU-ZONE cannot and will not be liable for any unauthorized access to your account or data that arises from your acts or omissions.

EDU-ZONE accounts may not be shared by more than one person or organization unless express authorization is given by EDU-ZONE Learning, Inc.

## **7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

Recognizing the global nature of the Internet, you agree to comply with and are solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction(s) in which you reside. You agree to comply with all applicable laws regarding the transmission of data exported from the United States or the jurisdiction(s) in which you reside.

## **8. INDEMNITY**

To the extent permitted by applicable law, you agree to indemnify and hold EDU-ZONE, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) content you submit, post, transmit or make available through the Service, including without limitation, User Content, (ii) your use or misuse of the Service, (iii) your connection to the Service, (iv) your violation of the Agreement, (v) your violation of any applicable law or the rights of another person or entity, (vi) your willful misconduct, or (vii) any other party's access and use of the Service with your unique username, password, or other appropriate security code. EDU-ZONE reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

## **9. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## **10. NOTIFICATION PROCEDURES AND MODIFICATIONS TO AGREEMENT**

EDU-ZONE may provide notifications, whether required or provided by law or otherwise, to you via e-mail notice, written or hard copy notice, or through posting of such notice on our website, as determined by EDU-ZONE in our sole discretion.

EDU-ZONE may, in its sole discretion, modify or update this Agreement from time to time, which will be reflected in the `date last modified` set forth below. If we change this Agreement in a material manner, we will update the `Effective Date` at the top of this page and notify you that material changes have been made to this Agreement. Your continued use of the Services following such update constitutes your acceptance of the revised Terms. If you do not agree to any of the terms in this Agreement or to any future terms in a future revision of this Agreement, do not use or access (or continue to access) the Service.

Notwithstanding the foregoing, EDU-ZONE shall not make any material change to the Terms that relate to the collection or use of Student Data without first giving notice to the school or parent and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

In the event that you have entered into a signed, written agreement with EDU-ZONE in addition to this Agreement, any changes to this Agreement will not be effective as to you until either (a) you affirmatively accept the changes to this Agreement, either electronically or in a signed writing or (b) upon renewal at the end of the current term of your account.

You will not be permitted to continue using the Service and EDU-ZONE reserves the right to cancel your account without notice if you refuse or otherwise fail to accept changes made by EDU-ZONE to this Agreement.

Notices that are required or permitted to be sent to EDU-ZONE must be sent to the following mailing address by certified mail with a copy sent by e-mail.

Legal Department  
EDU-ZONE LLC  
18800 NE 29 TH AVE  
UNIT 727  
Florida 33180  
E-mail: [legalnotices@EDU-ZONE.org](mailto:legalnotices@EDU-ZONE.org)

## 11. MODIFICATION OR TERMINATION OF SERVICE

EDU-ZONE reserves the right at any time and from time to time to modify or temporarily discontinue the Service (or any part thereof) with or without notice. You agree that EDU-ZONE shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service. In the event of permanent discontinuance of the Service, EDU-ZONE's liability is limited to the paid subscription price, pro-rated to the amount of time remaining on the subscription.

You agree that EDU-ZONE, in its sole discretion, may suspend or terminate your password, account (or any part thereof) or use of the Service, for any reason, including, without limitation, for lack of use or if EDU-ZONE believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. You agree that any termination of your access to the Service under any provision of this Agreement may be implemented without prior notice, and you acknowledge and agree that EDU-ZONE may immediately deactivate or delete your account and all data relating to your account and/or bar any further access to the Service. Further, you agree that EDU-ZONE shall not be liable to you or any third party for any termination of your access to the Service.

## 12. LINKS



The Service may provide, or third parties may provide, links to other Internet websites or resources. Because EDU-ZONE has no control over such sites and resources, you acknowledge and agree that EDU-ZONE is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that EDU-ZONE shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

### **13. EDU-ZONE's PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by EDU-ZONE or advertisers, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Any automated scraping, harvesting, indexing, mining, or any other extraction of any content from the Service is expressly prohibited.

The Service is protected by copyright and other laws in both the United States and elsewhere. Under the terms of this Agreement, it is expressly forbidden to distribute or reproduce the content of the Service or any portion thereof by any means, including but not limited to electronic and print.

EDU-ZONE reserves the right to cancel your account without refund if it is determined that you have violated this section of the Agreement.

### **14. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1.- YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EDU-ZONE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

2.- EDU-ZONE MAKES NO WARRANTY OR CONDITION THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

3.-ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH



THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

4.-NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EDU-ZONE OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

## 15. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EDU-ZONE, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF EDU-ZONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

In no event shall EDU-ZONE or its subsidiaries, parent companies, affiliates, licensors, contractors, employees, officers, directors, agents or third-party partners' total liability to you for all damages, losses, and causes of action arising out of or relating to this Agreement or your use of the EDU-ZONE Service (whether in contract, tort, warranty or otherwise, exceed the amount paid by you, if any, for accessing the EDU-ZONE Service during the twelve (12) months preceding your claim or one hundred dollars (\$100), whichever is greater.

## 16. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 17. TRADEMARK INFORMATION

EDU-ZONE and the EDU-ZONE logo are registered trademarks of EDU-ZONE LLC, Inc. You agree not to use any EDU-ZONE trademarks without the express advance written permission of EDU-ZONE.

## 18. GOVERNING LAW AND VENUE

You agree that: (i) the Service shall be deemed solely based in Florida; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Florida. This Agreement shall be governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

You agree to submit to the personal jurisdiction of the federal and state courts located in Miami Dade County, Florida for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Miami Dade County, Florida is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

## 19. ARBITRATION

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM EDU-ZONE. For any dispute with EDU-ZONE, you agree to first contact us at [legalnotices@EDU-ZONE.ORG](mailto:legalnotices@EDU-ZONE.ORG) and attempt to resolve the dispute with us informally. In the unlikely event that EDU-ZONE has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitration will be conducted in Miami Dade County, Florida, unless you and EDU-ZONE agree otherwise. If you are a School or are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other

witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing EDU-ZONE from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

## **20. CLASS ACTION/JURY TRIAL WAIVER**

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND EDU-ZONE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

## **21. ADDITIONAL TERMS FOR MOBILE APPLICATIONS**

**Mobile Applications, Generally.** We may make available software to access the Service via a mobile device ("Mobile Applications"). To use a Mobile Application, you must have a mobile device that is compatible with at least one of the Mobile Applications. EDU-ZONE does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. EDU-ZONE hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one EDU-ZONE User Account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party; (iii) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or (iv) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that EDU-ZONE may from time to time issue updates and upgrades, including but not limited to upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. By installing the Mobile Applications, you consent to the activation of the Mobile Application by EDU-ZONE, 18800 NE 29 TH AVE, unit 737,

FLORIDA 33180, and to all future automatic upgrading and updating on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. You can withdraw your consent at any time by uninstalling the Mobile Applications. To request assistance, please contact EDU-ZONE support at [edu-zone.support@edu-zone.org](mailto:edu-zone.support@edu-zone.org).

You acknowledge and understand and agree that the Mobile Applications, and the Service (including any updates and upgrades) will (a) cause your device to automatically communicate with our servers to deliver the Service's functionalities (as described where you downloaded the Mobile Applications (such as iTunes and Google stores) (b) affect the app-related preferences or data stored in your device, and (c) collect personal information as set out in our [Privacy Policy](#). Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and EDU-ZONE or its third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. EDU-ZONE reserves all rights not expressly granted under this Agreement. If the Mobile Applications is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Applications will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The Mobile Applications originates in the United States, and is subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Service.

**Mobile Applications from Apple App Store.** The following applies to any Mobile Applications you acquire from the Apple App Store ("Apple-Sourced Software"): You acknowledge and agree that this Agreement is solely between you and EDU-ZONE, not Apple, Inc. ("Apple") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to EDU-ZONE as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your

possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to EDU-ZONE as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, EDU-ZONE, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and EDU-ZONE acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

**Mobile Applications from Google Play Store.** The following applies to any Mobile Applications you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is between you and EDU-ZONE only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) EDU-ZONE, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to EDU-ZONE's Google-Sourced Software.

## **22. GENERAL TERMS**

This Agreement, together with any amendments and any additional agreements you may enter into with EDU-ZONE relating to the Service, shall constitute the entire agreement between you and EDU-ZONE and govern your use of the Service, superseding any prior agreements between you and EDU-ZONE. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. This Agreement may only be superseded by a signed, notarized writing executed by an officer of EDU-ZONE. The failure of EDU-ZONE to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. We might make versions of this Agreement or one or more of our Policies available in languages other than English. If we do, the English version of this Agreement and any such Policies will govern our relationship and the translations are provided for convenience only and will not be interpreted to modify the English version of this Agreement or such Policies.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

**Last Updated:** February, 2021