

Data Science Dojo Terms of Use

Last Updated: January 22, 2016

THIS IS AN AGREEMENT BETWEEN YOU AND DATA SCIENCE DOJO. PLEASE READ THESE DATA SCIENCE DOJO TERMS OF USE BEFORE ACCESSING OR USING ANY OF OUR COURSE MATERIAL OR SERVICES. BY CLICKING ON THE “I AGREE” CHECKBOX, YOU REPRESENT THAT YOU HAVE THE LEGAL CAPACITY TO BIND YOURSELF TO THIS AGREEMENT AND YOU AGREE TO BECOME BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT NOTIFY DATA SCIENCE DOJO IMMEDIATELY AND DO NOT USE THE COMPANY’S PRODUCTS. OUR ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS. IF THESE TERMS AND CONDITIONS ARE CONSIDERED AN OFFER BY US, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

Your Right to Use

Where we provide content to you in connection with the course, including, without limitation, the Data Science and Data Engineering Handbook (Copyright TX0008030133 / 2015-05-22), it is “material” or “course material”. Subject to these Terms and our policies, we grant you a limited, personal, non-exclusive, non-transferrable, non-assignable, and freely revocable license to access our course material. You may download and print the material an unlimited amount of times only for your personal, non-commercial use, unless you obtain our written permission to otherwise use the material. Risk of loss for course material transfers when you download or access the course material.

The material is protected by United States and foreign copyright laws. You are solely responsible for all service, telephony, data charges and/or other fees and costs associated with your access to and use of the material and our services, as well as for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use. You also agree that you will not share with any third party access to the course, the material, your login information, readings, references, links, or other information and to not facilitate third party access to the material or the information contained in the material.

All of your use, access and other activities relating to course and the materials must be in compliance with all applicable laws and regulations, including, without limitations, laws relating to copyright and other intellectual property use, and to privacy and personal identity. In connection with your use and access you must not provide incorrect or knowingly false information; you may not copy, distribute, modify, reverse engineer, deface, tarnish, mutilate, hack, or interfere with other’s access to the materials or use of our services.

Reservation of Rights

All rights with respect to the course material, whether now existing or which may come into existence in the future, which you are not expressly granted in these Terms, are reserved to the Grantor. Without limitation, and except as provided elsewhere in these Terms, we specifically reserve all rights, whether now existing or which may come into existence in the future, to: make any derivative works of the material; to copy or reproduce the material; to combine the material, in whole or in part, with any other materials; transmit or download the material or derivative works through electronic, digital, telephonic, optical, or other means; to alter or modify in any way the material or any derivative works; or, to publically perform or display the material.

The “Data Science Dojo” name, logo, and seal is the trademark of Data Science Dojo LLC. You may not use this Trademark, or any variation thereof, without our prior written consent. You may not use this Trademark, or any variation thereof, for promotional purposes, or in any way that deliberately or inadvertently claims, suggests or, in our sole judgment, gives the appearance or impression of a relationship with or endorsement by us. Should you use this Trademark with or without our prior written consent, you agree that any goodwill developed by your use of the mark shall accrue to the Grantor. You agree to not adopt a mark in the future that is or may be confusingly similar to this Trademark. You may not register a domain name that is confusingly similar to this Trademark.

Nothing in this Agreement or in the materials should be construed as granting, by implication, estoppel or otherwise, any license or right to use the Trademark without the written permission of the owner of the Trademark.

Term and Termination

The term of your right to access the course material (the “Term”) shall commence upon the effective date of this Agreement, and continue for a period of up to three months, unless this agreement is terminated earlier than this date.

Your rights under this Agreement will automatically terminate if you fail to comply with any term of this Agreement. In case of such termination, you must cease all use of the course material, and Data Science Dojo may immediately revoke your access to the course material and our services without refund of any fees. Our failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of our rights.

You agree that we, in our sole discretion, may terminate your use of and access to the material or your use of our services, for any reason or no reason, upon notice to you. We reserve the right at any time, in our sole discretion, to cancel, delay, reschedule or alter the format of the course, or to cease providing any or part or all services, and you agree that we will not have any liability to you for such an action.

If you no longer desire to take the course or use the material, you may terminate your participation at any time. The rights granted to you hereunder to use and access our services and materials will end upon any termination, but other provisions of these Terms of Use will survive such termination.

All material shall be returned to the Company within seven days following termination. You may not retain any copies, notes, or source code; you must return all Company proprietary information which you were granted access to.

Disclaimer of Warranty

THE MATERIAL AND ANY INFORMATION, CONTENT, OR SERVICES MADE AVAILABLE TO YOU ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND (EXPRESS, IMPLIED, OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EXCEPT INsofar AS ANY SUCH IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW.

DATA SCIENCE DOJO DOES NOT WARRANT THAT THE MATERIAL OR COURSES PROVIDED WILL MEET YOUR NEEDS OR EXPECTATIONS. DATA SCIENCE DOJO ALSO MAKES NO WARRANTY ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS, OR QUALITY OF THE MATERIAL OR ANY COURSE OR CONTENT, OR THAT ANY PARTICULAR MATERIAL OR CONTENT WILL CONTINUE TO BE MADE AVAILABLE.

USE OF THE MATERIAL AND OUR SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA. DATA SCIENCE DOJO TAKES ALL REASONABLE EFFORT TO MAINTAIN THE CLEANLINESS AND PURITY OF OUR DATA AND MATERIALS, BUT WE MAKE NO WARRANTY THAT ANY PARTICULAR MATERIAL OR CONTENT IS FREE OF VIRUS OR MALWARE.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT NEITHER DATA SCIENCE DOJO, OR ANY OF ITS EMPLOYEES OR REPRESENTATIVES, OR ANY OF YOUR FELLOW COURSE PARTICIPANTS, WILL BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE, OR YOUR (OR ANY THIRD PARTY’S) USE OF OR INABILITY TO ACCESS THE MATERIAL OR COURSE, OR YOUR RELIANCE UPON INFORMATION OBTAINED FROM DATA SCIENCE DOJO OR ITS EMPLOYEES OR REPRESENTATIVES, WHETHER YOUR CLAIM IS BASED IN CONTRACT, TORT, STATUTORY, OR OTHER LAW.

IN PARTICULAR, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER DATA SCIENCE DOJO, OR ANY OF ITS EMPLOYEES OR REPRESENTATIVES, OR ANY OF YOUR FELLOW COURSE PARTICIPANTS WILL HAVE ANY LIABILITY

FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE AND WHETHER OR NOT DATA SCIENCE DOJO OR ANY OF THE COURSE PARTICIPANTS HAS BEEN NEGLIGENT OR OTHERWISE AT FAULT (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF PROFITS, LOSS OF DATA OR INTERRUPTION OF AVAILABLE DATA.)

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND DATA SCIENCE DOJO, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO OUR ABILITY TO MAKE SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

YOU AGREE THAT ANY CAUSE OF ACTION BROUGHT BY YOU AGAINST THE COMPANY OR ITS AFFILIATES RELATED TO THE MATERIAL OR YOUR USE OF OUR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED FROM ADJUDICATION BY A COURT OF LAW, ARBITRATION, OR MEDIATION PROCEEDING. IF A COURT OF COMPETENT JURISDICTION FINDS THAT THIS CLAUSE IS NOT ENFORCEABLE, YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE MATERIAL OR YOUR USE OF OUR SERVICES SHALL BE GOVERNED BY WASHINGTON STATE STATUTE OF LIMITATIONS.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Dispute Resolution

Applicable Law / Forum Selection

You agree that these Terms and any claim or dispute arising out of or relating to these Terms or any content or service obtained from or through this agreement be governed by the laws of the State of Washington, excluding its conflicts of law provisions, when applicable, and the laws of the United States of America when applicable. You agree that all such claims and disputes will be heard and resolved exclusively in the federal or state courts located in and serving Seattle, Washington. You consent to the personal jurisdiction of and exclusive venue in the federal courts located in and serving Seattle, Washington as the legal forum for any such dispute. And, you waive and agree not to assert any objection to such proceedings in those courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum).

Indemnification

You agree to defend, hold harmless, and indemnify Data Science Dojo and Data Science Dojo course Participants, and their respective subsidiaries, affiliates, officers, faculty, students, fellows, owners governing board members, agents, and employees with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that it is based upon a claim that, if true, would constitute a breach of any of your obligations under these Terms.

Arbitration

Excluding claims for injunctive or other equitable relief, for claims where the total amount sought is less than fifty thousand U.S. Dollars (\$50,000.00 USD) the parties shall first attempt to resolve the dispute through binding non-appearance based arbitration using a mutually agreed upon established alternative dispute resolution ("ADR") provider. The parties and the selected ADR provider shall not involve any personal appearance by the parties or by witnesses, unless otherwise mutually agreed by the parties; rather, the arbitration shall be conducted, at the option of the party seeking relief, by telephone, or via written submissions alone. Any judgment rendered by the Arbitrator shall be entered in a court of competent jurisdiction

You agree that arbitration for any cause of action brought by you against the Company or its affiliates related to the material or your use of our services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred from adjudication.

General Terms

Privacy

We may access, preserve and share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards.

Security

We care about your security. While we work to protect your security and the information you provide to us, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use by emailing help@datasciencedojo.com.

Waiver and Severability

Our failure to exercise any right provided in these Terms shall not be a waiver of such right, prior rights, or subsequent rights. Any waiver of a provision in these Terms must be in a writing signed by both parties. Any exercise of such a waiver shall not preclude any other or future

exercise of the rights under this Agreement or the exercise of any other right, power, or privilege. If any provision of these Terms 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 these Terms shall remain in full force and effect.

Exclusion of Third Parties

These Terms are not intended for the benefit of any third party or to be enforceable by any third party. The exercise of our and your rights in relation to these Terms is not subject to the consent of any third party.

Payment

If your payment fails or your account is past due, we may collect fees owed using other collection mechanisms. This may include charging other payment methods on file with us and/or retaining collection agencies and legal counsel. We may also block your access to materials and services pending resolution of the amounts due by you to the Company.

Revisions to these Terms

We reserve the right to revise these Terms at our sole discretion at any time. Any revisions to these Terms will be effective immediately upon publication. For any material changes to these Terms, we will take reasonable steps to notify you of such changes. In all cases, your continued use of our Services and access to our material after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms.

Entire Agreement

These Terms constitute the entire agreement between the parties with respect to this subject matter and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the parties.