

## Terms of Use

Last Revised December 6, 2017

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This “Site” (as defined below) is owned and operated by AltSchool, PBC (“**AltSchool**,” “**us**” or “**we**”). These terms of use (the “**Terms of Use**,” “**Terms**,” or “**Agreement**”) set forth the legal terms and conditions governing your (“**you**,” “**your**,” or “**users**”) use of our website located at [www.altschool.com](http://www.altschool.com), the AltSchool web-based and app-based teaching, learning and communications tools, and any other online and mobile websites operated by AltSchool that are related to [www.altschool.com](http://www.altschool.com) or that post a link to these Terms of Use (collectively, the “**Site**”). Where a different policy is provided on a particular site such different policy shall govern and control. Your use of this Site confirms your unconditional agreement to be bound by these Terms of Use and is subject to your continued compliance with these Terms of Use. If you do not agree to be bound by these Terms of Use, you may not access or otherwise use the Site. Before using the Site, please review the related AltSchool Privacy Policy, located at <https://www.altschool.com/privacy-policy> (the “**Privacy Policy**”), which is incorporated herein by this reference.

### **License to the Site**

AltSchool grants you a non-exclusive, non-transferable, limited right and license to access, use and privately display the Site and the materials thereon only for your personal use or use by Lab Schools and Partner Schools and students enrolled in Lab School and Partner Schools, provided that you comply fully with the Terms. You shall not interfere (or permit the use of your access by a third party to interfere) or attempt to interfere with the operation or use of the Site by other users in any way through any means or device including, but not limited to, spamming, hacking, uploading computer viruses or time bombs, or any other means expressly prohibited by any provision of the Terms.

### **Registration**

Certain parts or features of the Site, including but not limited to our teaching and learning tools, may require registration or may otherwise ask you to provide information to participate in certain features or to access certain content. The decision to provide this information is purely voluntary and optional; however, if you elect not to provide such information, you may not be able to access certain content or participate in certain parts or features of the Site. You agree that you will not provide any false personal information to the Site, or create an account for anyone other than yourself without their permission or the permission of AltSchool. You will also not create more than one personal profile, and if you select a username for your account, we reserve the right to remove or reclaim it if we believe in our sole discretion that is necessary or appropriate (such as if a trademark owner complains about a username). If you register with the Site, you are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others may not access the password protected portion

of the Site. You accept responsibility for all activities that occur under your account, email or password, if any, and agree you will not sell, transfer or assign your access or any access rights. In addition, Partner Schools accept responsibility for the activities of their educators, their administrators, and their students enrolled in Partner Schools. AltSchool may, in its sole discretion, and at any time, with or without notice, terminate your password and membership, for any reason or no reason at all. If we disable your account, you agree that you will not create another one without our permission.

### **Changes to Site and/or Terms of Use**

AltSchool reserves the right, from time to time, in its sole discretion, to change, modify, update, discontinue, remove, revise, delete or otherwise change any portion of the Site or these Terms, in whole or in part, at any time without further notice. For changes to these Terms that we deem material, we will place a notice on the AltSchool website located at [www.altschool.com](http://www.altschool.com) by revising the link on the homepage to read substantially as “Updated Terms of Use” for a reasonable amount of time that we determine in our discretion. If you access or use the Site in any way after the Terms have been changed, you will be deemed to have read, understood, and unconditionally consented to and agreed to such changes. The most current version of these Terms will be available on the site and will supersede all previous versions of these Terms.

### **Trademarks, Copyrights & Restrictions**

The Site and all of the content it contains, or may in the future contain, including but not limited to text, video, pictures, graphics, designs, information, applications, software, music, audio files, articles, directories, guides, photographs as well as the trademarks, service marks, trade names, trade dress, copyrights, logos, domain names, code, patents and/or any other form of intellectual property (collectively, the “**Material**”) that relates to the Site are owned by or licensed by AltSchool or other third parties and are protected from any unauthorized use, copying and dissemination by copyright, trademark and other intellectual property and non-intellectual property laws and by international treaties. Except as expressly permitted in writing by AltSchool, you shall not capture, reproduce, perform, transfer, sell, license, modify, create derivative works from or based upon, republish, reverse engineer, upload, edit, post, transmit, publicly display, frame, link, distribute or exploit, in whole or in part, any of the Material. Nothing contained in this Agreement or on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Material in any manner without the prior written consent of AltSchool or such third party that may own the Material or intellectual property displayed on the Site. UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, PUBLICATION, REPUBLICATION, UPLOADING, FRAMING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING, DUPLICATING OR ANY OTHER MISUSE OF ANY OF THE MATERIAL IS STRICTLY PROHIBITED. Any use of the Material other than as permitted by this Agreement will violate this Agreement and may infringe upon our rights or the rights of the third party that owns the affected Material. You agree to report any violation of this Agreement by others that you become aware of. You are advised that AltSchool will aggressively enforce its rights to the fullest extent of the law. AltSchool may add, change, discontinue, remove or suspend any of the Material at any time, without notice and without liability.

We respect the intellectual property rights of others and request that you do the same. Accordingly, we

have adopted a policy to respond to notices of claimed infringement and terminate in appropriate circumstances the Accounts of users who are repeat copyright infringers. If you believe your copyright or the copyright of a person or entity on whose behalf you are authorized to act has been infringed, you may notify our copyright agent at:

AltSchool, PBC  
1245 Folsom Street  
San Francisco, CA 94103  
Attn: Legal  
Email: [dmca@altschool.com](mailto:dmca@altschool.com)  
Phone: (866) 664-2070

### **Linked Sites**

The Site may contain links to third party websites or resources, which may or may not be obvious (“**Third Party Sites**”) as well as software, text, graphics, articles, photographs, pictures, designs, sound, video, music, information, software applications and other content originating from third parties (collectively, “**Third Party Applications, Software or Content**”). Our provision of links to Third Party Sites is not an endorsement of any information, product, or service that is offered on or reached through such Third Party Site or Third Party Application, Software, or Content. Such Third Party Sites and Third Party Applications, Software, or Content are not monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for the content or performance of any Third Party Sites accessed through the Site or any Third Party Applications, Software, or Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third Party Sites or the Third Party Applications, Software, or Content. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software, or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern.

YOU AGREE THAT YOUR USE OF THIRD-PARTY SITES OR THIRD PARTY APPLICATIONS, SOFTWARE, OR CONTENT, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

### **User Disputes**

You are solely responsible for your interactions with other Site users. We reserve the right, but have no obligation, to monitor disputes between you and other users.

### **No Resale/Exploitation**

You understand and agree that you may not reproduce, copy, resell, manipulate, or exploit any part of the Site for any commercial purpose.

### **Non-United States Residents**

AltSchool operates the Site in the United States. AltSchool makes no representation that the Materials, including merchandise offered for sale on the Site and their copyrights, trademarks, patents, and licensing arrangements, are appropriate or available for use in locations other than the United States. If you access the Site from locations outside of the U.S. you do so on your own initiative and at your own risk, and you are solely responsible for compliance with local laws, if and to the extent local laws are applicable. With respect to shipments of merchandise to consumers, wherever they may reside, title to the merchandise and risk of loss shall pass to the buyer upon delivery of the merchandise to the common carrier.

### **Termination**

You understand and agree that AltSchool may, in its sole discretion and at any time prohibit you from accessing the Site, in whole or in part, for any reason or no reason at all, at any time in its sole discretion, with or without notice. You understand and agree that AltSchool shall not have any liability to you or any other person for any termination of your access to the Site. AltSchool will determine your compliance with this Agreement in its sole discretion and its decision shall be final and binding and not subject to challenge or appeal. Any violation of this Agreement may result in restrictions on your access to all or part of the Site and may be referred to law enforcement authorities. No changes to or waiver of any part of this Agreement shall be of any force or effect unless formally posted or made in writing and signed by a duly authorized officer of AltSchool. Upon termination of your access to the Site, or upon demand by AltSchool, you must destroy all materials obtained from the Site and all related documentation and all copies and installations thereof. You are advised that AltSchool will aggressively enforce its rights to the fullest extent of the law.

### **Disclaimer**

The Site may be unavailable from time to time due to maintenance or malfunction of computer equipment or for various other reasons. AltSchool assumes no responsibility for any delays, interruptions, errors, defects, omissions, or deletions, related to the communications line failure, operation or transmission, or alteration of, or theft or destruction or unauthorized access to, user communications. AltSchool is not responsible for any technical or non-technical malfunction or other problems of any hosting services, computer systems, servers or providers, telephone networks or telephone services, computer or mobile phone equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet or in connection with the Site, including injury or damage to a user's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Site.

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A PARTICULAR PURPOSE. ALTSCHOOL DOES NOT WARRANT THAT THE AVAILABILITY OF OR THE FUNCTIONS CONTAINED IN THE SITE AND/OR THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE, MATERIALS OR SERVER DO NOT VIOLATE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ENTITY. ALTSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR THE MATERIALS, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT ALTSCHOOL) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO YOU.

### **Limitation of Liability**

YOU AGREE THAT ALTSCHOOL AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE “**RELEASED PARTIES**”) ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING OUT OF OR RESULTING IN ANY WAY FROM OR IN CONNECTION WITH THE SITE, THE MATERIAL, ANY INSURANCE QUOTE OR ANY ERRORS OR OMISSIONS IN THE TECHNICAL OPERATION OF THE SITE, EVEN IF ALTSCHOOL IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SITE (COLLECTIVELY, THE “**RELEASED MATTERS**”). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ALTSCHOOL’S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$1000. **BY ACCESSING THE SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS:**

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

You hereby waive any and all rights you have or may have under California Civil Code Section 1542, and/or any similar provision of law or successor statute to it, with respect to the Released Matters. In connection with this waiver and release, you acknowledge that you are aware that you may hereafter

discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true. Nevertheless, you intend by this Agreement to release fully, finally and forever all Released Matters under this Agreement. In furtherance of such intention, the releases set forth in this Agreement shall be and shall remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different claims or facts relevant hereto.

AltSchool makes no representation or warranty whatsoever regarding the completeness, accuracy, currency or adequacy of any information, facts, views, opinions, insurance quotes, statements or recommendations contained on the Site and/or the Material. Reference to any product, process, publication or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer or otherwise does not constitute or imply its endorsement or recommendation by AltSchool. Views and opinions of users of the Site do not necessarily state or reflect those of AltSchool. Users are responsible for seeking the advice of professionals, as appropriate, regarding the information, opinions, advice or content available as part of the Site.

The Internet may be subject to breaches of security. AltSchool is not responsible for any resulting damage to any user's computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that email submissions over the Internet may not be secure, and you should consider this before submitting any information to anyone over the internet. AltSchool makes no representation or warranty whatsoever regarding the suitability, functionality, availability or operation of the Site.

### **Indemnification**

**BY USING THE SITE YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY THIRD PARTY CLAIMS, ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO: YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS HEREUNDER; YOUR VIOLATION OF THESE TERMS OF USE OR ANY LAW; YOUR USE OF THIS SITE AND/OR THE MATERIAL IN VIOLATION OF THESE TERMS OF USE; INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR MEMBERSHIP ACCOUNT, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR DEFAMES ANY PERSON; ANY MISREPRESENTATION MADE BY YOU; AND/OR ALTSCHOOL'S USE OF YOUR INFORMATION. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN ALTSCHOOL'S DEFENSE OF ANY CLAIM. ALTSCHOOL RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE ANY SUCH MATTER WITHOUT THE WRITTEN CONSENT OF ALTSCHOOL.**

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of the State of California applicable to contracts entered into and fully performed in California (without regard to its conflicts of law principles that would cause the application of any other jurisdiction's laws) With respect to any disputes or claims not subject to arbitration, you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in San Francisco, California, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of San Francisco, California.

## **Arbitration**

By using the Site in any way, you unconditionally consent and agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against the officers, directors and employees of AltSchool and its parent, subsidiaries, affiliates (all such individuals and entities collectively referred to herein as the “**AltSchool Entities**”) arising out of, relating to, or connected in any way with the website or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“**FAA**”), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in San Francisco, California; (4) the arbitrator’s decision shall be controlled by the terms and conditions of this Agreement and any of the other agreements referenced herein that the applicable user may have entered into in connection with the website; (5) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only your and/or the applicable AltSchool Entity’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against you or any AltSchool Entity; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any AltSchool Entity exceed \$125 USD, and you are unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, AltSchool agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, AltSchool will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor AltSchool shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

## **Miscellaneous**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof

and supersedes all prior or contemporaneous written or oral agreements between the parties with respect to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, without AltSchool's written authorization. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision thereof.

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

For any questions, suggestions, or concerns related to these Terms of Use, please send us a message at [privacy@altschool.com](mailto:privacy@altschool.com).

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