

Terms Of Service

THIS TERMS OF SERVICE AGREEMENT (“AGREEMENT”) TERMS OF SERVICE REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, WAIVES YOUR RIGHTS TO A CLASS ACTION, AND LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

This Terms of Service Agreement (“Agreement”) applies to:

- (a) www.appacademy.io and all corresponding domains, subdomains, web pages and websites associated therewith (the “Site”); and
- (b) any other content, applications, features, functionality, educational material, intellectual property, information and services associated with App Academy Open offered on or through the Site.

The foregoing subsections (a) and (b) are collectively referred to herein as the “Services”, which are offered to you by App Academy (“App Academy”, “we”, “us” or “our”). App Academy is owned and operated by Hash Map Labs, Inc.

BY USING THE SERVICES, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SERVICES.

Acceptance of Terms

Users of the Services (“Users”) may be “Students,” which means they have registered with App Academy Open and are accessing paid content, including: courses, workshops, or programs (collectively, “Programs”). Users may also be “Visitors,” which comprise all Users that are not Students, or Students that are accessing unpaid content or portions of the Services.

This Agreement applies to all Users (also referred to as “you” or “your”). By using the Services, you acknowledge and agree that you shall comply with this Agreement and any additional terms and conditions that we provide to you in connection with the Services and other products and services we may offer or make available to you

("Additional Terms"). Our [Privacy Policy](#) ("Privacy Policy") and the Additional Terms are hereby incorporated into this Agreement by reference. To the extent that there is a conflict between this Agreement and the Additional Terms, the Additional Terms shall govern.

APP ACADEMY RESERVES THE RIGHT TO MODIFY THESE TERMS AT ANY TIME AND WILL PUBLISH NOTICE OF ANY MODIFICATIONS ON-LINE AT THIS SITE AT WHICH TIME THE CHANGES SHALL BECOME EFFECTIVE IMMEDIATELY. BY CONTINUING TO ACCESS THE SERVICES AFTER NOTICE OF SUCH MODIFICATIONS HAS BEEN PUBLISHED, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY ANY SUCH MODIFICATIONS.

Eligibility

In order to use the Services, you (a) must be 18 years of age or older, or be 13 years of age or older and have the consent of a your parent or guardian. By using the Services, you represent, warrant and covenant to App Academy that you meet the foregoing eligibility requirements and further acknowledge and agree that certain features of the Services may be subject to heightened age and/or other eligibility requirements and restrictions.

User Registration

In order to access and utilize content, features, and/or functionality of the Services, we require that you register for an App Academy Account with your email address ("User Credentials") and provide certain additional information, which may include, without limitation, your name, date of birth, contact information, and billing information (collectively, a "User Account"). Certain information you provide for your User Account will be visible to other Users of the Service. You represent and warrant that all registration and account information you submit is truthful and accurate and you shall maintain and promptly update the accuracy of such information

If you elect to become a registered User of the Services, you are responsible for maintaining the confidentiality of your User Credentials, and you shall be responsible and liable for any access to or use of the Services by you or any person or entity using your User Credentials, whether or not such access or use has been authorized by you or on your behalf, and whether or not such person or entity is your employee or agent. It is therefore critical that you do not share your User Credentials with anyone, and you should use particular caution when accessing your User Account from a public or shared computer so that others are not able to view or record your

User Credentials or access your User Account. You agree to immediately notify App Academy of any unauthorized use of your User Credentials or User Account, or any other breach of security. We reserve the right to deny access, use and registration privileges to any User of the Services if we believe there is a question about the identity of the person trying to access any User Account or element of the Services.

Access To And Usage Of The Services

To access Programs, you must be a Student. Without limiting the foregoing, you may not access Programs if the term of your paid access has lapsed or if you have violated any term of this Agreement.

We reserve the right to withdraw or amend the Services in our sole discretion without notice. We will not be liable if all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Site, to registered Users and/or otherwise, as we determine in our sole discretion. You further acknowledge and agree that certain Services (in whole or in part), and certain content contained therein, may be accompanied by technology and/or other restrictions (e.g., digital rights management technology, etc.) that protect digital information and content from unauthorized access, use, modification, or distribution and may limit and restrict your usage in accordance with certain rules and restrictions. You agree to comply with such rules and restrictions at all times, and shall not violate or attempt to violate any security components thereof.

Term And Termination

This Agreement shall remain in effect while you use the Services. App Academy may terminate this Agreement and/or suspend your use of or registration to the Services at any time for any reason. Even after this Agreement and/or your use of the Services is terminated or suspended, your obligations under this Agreement, the Privacy Policy and the Additional Terms, including, without limitation, any indemnifications, warranties and limitations of liability, shall remain in effect. However, you agree that App Academy shall have no further liability or responsibility to you.

App Academy Payment Information

To the extent you choose to purchase App Academy products/services, you represent and warrant that (i) you are 18 years of age or older and (ii) you agree to pay, in full, any and all applicable fees and charges (including, without limitation, all

applicable taxes) as they become due, and (iii) your failure to pay any such fees may result in the termination of your User Account. App Academy does not support all payment methods, currencies or locations for payment. All applicable taxes are calculated based on the billing information you provide to App Academy at the time of purchase. If the payment method you use (e.g., credit card, etc.) reaches its expiration date and you do not update your payment method information or cancel your User Account, you acknowledge and agree that App Academy may continue to bill such payment method and you shall remain responsible for any uncollected amounts.

You may cancel your User Account by visiting the User Account page in the settings. Some Programs have a 7-day no-questions-asked refund policy and such refund policy will be expressly provided with the materials for any such Program. Apart from our [App Academy Open - Placement Based Plan](#) and express refund policies for select Programs as disclosed by each Program, App Academy does not guarantee refunds on any fees or charges related to App Academy products/services, including, without limitation, for lack of usage or dissatisfaction.

You acknowledge and agree that we may utilize certain third party operational service providers, including, without limitation, third-party payment systems, in connection with your purchases via App Academy. All purchases made through these third party operational service providers are subject to their respective terms and conditions of use. App Academy makes no guarantees or representations regarding the performance or fairness of these third party operational service providers, including any third-party payment services, and we encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties. Your Program subscriptions will not change price post-subscription for the duration of the subscription. Prior to any purchase confirmation, prices are subject to change without notice. Additional terms may apply to your access to and use of the Services and all such terms are deemed Additional Terms and incorporated herein by reference.

At this time, all subscriptions for the [App Academy Open - Mentorship Plan](#) are being facilitated by LaunchPass, a third-party. Users registering for the App Academy Open - Mentorship Plan must agree and are subject to the [LaunchPass Privacy Policy](#). As a condition of App Academy facilitating any subscription services for the App Academy Open - Mentorship Plan provided to you through LaunchPass, you agree to provide App Academy accurate and complete information about you and your

business (if applicable), and you authorize App Academy to share such information related to your use of the subscription services provided by LaunchPass.

At this time, all charges on the Site are facilitated through Stripe, a third-party payment processing service. Users making a purchase on the Site must agree and are subject to the [Stripe Services Agreement](#). Such Users must expressly consent to this Stripe Services Agreement. By agreeing to this Agreement, or continuing to operate as a User of the Services, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of App Academy enabling payment processing services through Stripe, you agree to provide App Academy accurate and complete information about you and your business (if applicable), and you authorize App Academy to share such information related to your use of the payment processing services provided by Stripe.

App Academy may replace its third-party subscription or payment processing services without notice to you.

Privacy

We respect your privacy and the use and protection of your personal information. Our information collection and use policies are set forth in our [Privacy Policy](#). We encourage you to read the [Privacy Policy](#), and to use it to help make informed decisions.

Intellectual Property Rights

App Academy (and/or its licensors) owns all rights, titles, and interest in and to the Services, including, without limitation, all audio/visual content, artwork, photographs, illustrations, graphics, logos, copy, text, computer code, software, music, data, user interfaces, visual interfaces, information, curriculum, materials, and all copyrightable or otherwise legally protectable elements of the Services, including, without limitation, the design, selection, sequence, look and feel, and arrangement of the Services, and any copyrights, trademarks, service marks, trade names, trade dress, patent rights, database rights and/or other intellectual property and/or proprietary rights therein, including with respect to any content contained and/or made available in any advertisements or information presented to you via the Services (collectively, “App Academy’s IP”). The Services are to be used solely for your non-exclusive, non-assignable, non-transferable, non-commercial and limited personal training and educational use in accordance with the terms and conditions of this Agreement, and for no other purposes, and except as expressly authorized by App Academy herein

and/or set forth in Additional Terms, you shall not, nor shall you allow any third party (whether or not for your benefit or otherwise) to, reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third-party website or platform), or otherwise use, the Services, or App Academy's IP, including, without limitation, any content therein, without the express, prior written consent of App Academy or its owner, if App Academy is not the owner. You further understand and agree that the framing or scraping of or in-line linking to the Services App Academy's IP and/or the use of Web crawler, spidering or other automated means to access, copy, index, process and/or store any content made available on or through the Services, other than as expressly authorized by App Academy, is prohibited. You further agree to abide by exclusionary protocols (e.g., Robot.txt, Automated Content Access Protocol (ACAP), etc.) that may be used in connection with the Services. Any violation of this section, or this Agreement, is subject to criminal and civil prosecution under all applicable local, state and federal laws.

Rules For Using The Services

The Services are to be used solely for your non-exclusive, non-assignable, non-transferable, non-commercial and limited personal use and for no other purposes. You are solely responsible for your conduct in connection with the Services.

You may not:

Alter, delete or conceal any copyright, trademark, service mark or other notices contained on the Services, and/or modify, reverse engineer, decompile or disassemble any part of the Services, whether in whole or in part, or create any derivative works from any part of the Services, or encourage, assist or authorize any other person in doing so; except as expressly authorized by App Academy in writing, and as set forth in Additional Terms, you shall not, nor shall you allow any third party (whether or not for your benefit or otherwise) to: reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third-party website or platform), or otherwise use or share the Services, including, without limitation, any content therein; engage in, or encourage conduct that (a) would violate any applicable law or violate or infringe upon any intellectual property, proprietary, privacy, moral, publicity or other rights of ours or of any other third party, (b) affects adversely or reflects negatively on App Academy, its affiliates, the Services, our goodwill, name or reputation or causes duress, distress or discomfort to App

Academy or anyone else, and/or (c) discourages any person or entity from using all or any portion, features or functions of the Services, or from advertising, linking or becoming a supplier to App Academy in connection with the Services; modify, disrupt, impair, alter or interfere with the use, features, function, operation or maintenance of the Services or the rights or use or enjoyment of the Services by any other User; impersonate any person or entity or falsely state or otherwise represent your affiliation with a person or entity; and/or solicit passwords or personally identifiable information for commercial or unlawful purposes from other Users or engage in spamming, flooding, harvesting of email addresses or other personal information, “spidering”, “screen scraping”, “phishing”, “database scraping”, or any other activity with the purposes of obtaining lists of other Users or other information.

Third Party Services

The Services may provide the use of and/or utilize certain social media features and functionality in connection with your use of the Services, including, without limitation, in order to enable you to log-in to the Services via third party online services, such as Slack (“Third Party Social Media Services”). By logging into the Services using account information from a Third Party Social Media Service or enabling functionality from or engaging in the use of Third Party Social Media Services as part of your use of the Services, you agree that we may transmit your login credentials and other related information to the providers of Third Party Social Media Services and may receive other information from such Third Party Social Media Services regarding you. For more information about our information collection and use policies with respect to the privacy of such information, please see our [Privacy Policy](#).

We may provide links to third party resources from our Site. You acknowledge and agree that the links included anywhere in the Services to any third party websites, content, data, information, applications, goods, services or materials, including, without limitation, Third Party Social Media Services (collectively, “Third Party Services”) do not constitute an endorsement by App Academy. App Academy does not verify, endorse, or have any responsibility for Third Party Services and any third party business practices (including their privacy policies), whether the Services’ or App Academy’s logo and/or sponsorship identification is on the Third Party Services as part of a co-branding or promotional arrangement or otherwise. If any Third Party Services you interact with obtains or collects personal information from you, in no event does App Academy assume or have any responsibility or liability. Accordingly, we encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each Third Party Service you use.

Advertisers

From time to time, you may communicate with, receive communications from, be re-directed to, interact with, or participate in or use the services or obtain goods and services of or from, third parties (collectively, “Advertisers”) such as our advertisers, sponsors, or promotional partners as a result of your use of the Site. All such communication, interaction and participation is strictly and solely between you and such Advertisers and we shall not be responsible or liable to you in any way in connection with these activities or transactions (including, without limitation, any representations, warranties, covenants, contracts or other terms or conditions that may exist between you and the Advertiser or any goods or services you may purchase or obtain from any Advertiser).

User Content

The Services may provide you and other Users with an opportunity to participate in viewing communities, message boards, chat rooms, personal profiles, forums and other message, comment and communication features on the Services, including in connection with Third Party Social Media Services that provide you with the opportunity to submit, post and otherwise make available content, messages and other information via the Services (collectively, “User Content”). You represent, warrant and covenant that (i) you own any and all User Content you make available or otherwise have the right to grant the rights, licenses and privileges described in this Agreement and to perform and comply with all of the requirements set forth herein, and (ii) you hold and shall continue to hold all the ownership, license, proprietary and other rights necessary to enter into, authorize, grant rights and perform your obligations under this Agreement and shall pay for all royalties, fees, and any other monies owing to any person or entity by reason of your User Content.

We do not acquire any title or ownership rights in the User Content that you submit and/or make available. After you submit, post, display, transmit or otherwise make available any User Content, you continue to retain any such rights that you may have in such User Content.

You agree that (i) you have no expectation of privacy in any User Content and (ii) no confidential, fiduciary, contractually implied or other relationship is created between you and App Academy by reason of your transmitting User Content to any area of or in connection with the Services. You agree that all User Content is the sole responsibility of the person from which such User Content is originated. This means that you are solely and entirely responsible for the consequences of all User Content

that you submit, upload, post, email, display, transmit or otherwise make available. You may not submit, post, email, display, transmit or otherwise make available any User Content that is or may be construed as in violation of this Agreement, as determined in App Academy's sole discretion.

Without limiting the foregoing, you may not submit, post, and/or otherwise make available through the Services any User Content that: you do not have a right to make available under any law, rule or regulation or under contractual or fiduciary relationships (such as inside information, proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements), or otherwise creates a security or privacy risk for any other person or entity; contains a software virus, worm, spyware, Trojan horse or other computer code, file or program designed to interrupt, impair, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; is or is likely to be unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy or publicity rights, harassing, profane, obscene, vulgar or that contains explicit or graphic imagery, descriptions or accounts of excessive violence or sexual acts (including, without limitation, sexual language of a violent or threatening nature directed at another individual or group of individuals), contains a link to an adult website or is patently offensive, promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; and/or that is or may be construed as in violation of this Agreement, as determined in App Academy's sole discretion. App Academy reserves the right to remove any User Content which, in its sole discretion, violates this Agreement.

App Academy Communications

The Programs may provide you with the ability to post messages to User forums or User review pages and send messages and communications to other Users and/or App Academy. You agree to use communication methods available on the Programs only to send communications and materials related to the subject matter for which App Academy provided the communication method, and you further agree that all such communications by you shall constitute User Content and shall be subject to and governed by this Agreement. By using any of the communications methods available on the Services, you acknowledge and agree that (a) all communications methods constitute public, and not private, means of communication between you and the other party or parties, (b) communications sent to or received from third party service providers or other third parties are not endorsed, sponsored or approved by App Academy in any manner (unless expressly stated otherwise by App Academy),

and (c) communications are not screened, monitored or pre-approved by App Academy in any manner, though App Academy reserves the right to do so at any time at its sole discretion in accordance with this Agreement.

If you are a Student, you hereby provide your consent to receive, by the communication method(s) provided to your User Account directly by you or through your User Registration, communications and notices (collectively, “Notices”) that we provide in connection with your User Account and your use of the Services. Notices may include, without limitation, e-mail and, in-Site messaging, and chat communications. In addition, Notices may include emails with promotional, marketing, and advertising information and recommendations that we believe may be of interest to you. Consistent with federal CAN-SPAM laws, if you do not wish to receive commercial emails, you may unsubscribe following the instructions on any email. We may still send you administrative and transactional Notices, however, such as, but not limited to, information about your User Account, confirmation of your registration for Programs, payment information and receipts, career advice, information about your progress or other services that may be necessary to provide you with Programs.

Code of Conduct

The App Academy community is based on two foundational principles: (1) integrity in your work and (2) respect for others in the community. Users of the Services are expected to abide by these principles at all times including in all creation and submission of User Content. Failure to abide by these principles can result in a User’s dismissal from App Academy Services and/or exclusion from the App Academy community including any App Academy sponsored or affiliated platforms or tools for User Content.

Principle #1: Integrity in Your Work

App Academy is a rigorous, difficult program. The only way to succeed at a/A is to give the daily assignments, readings, and lectures your full attention and focus.

Academic Integrity Guidelines

- (a) **Be on time.**
- (b) **Complete your work.** To the very best of your ability, you must complete all assigned readings, coding challenges and projects, and video lectures in a timely manner. Failing to do the readings or view the lectures for the following day pulls

not only you, but your coding partner for the day down. Additionally, App Academy's curriculum is cumulative -- if you fall behind, you will continue to find yourself more and more behind as the program progresses. Stay on top of the work.

- (c) **Submit your own work.** Your projects are an essential part of your learning, and will be an important part of your portfolio when searching for a full-time position. Plagiarism on projects is not tolerated.
- (d) **Prioritize understanding over brute force completion.** What matters most in this program is firm understanding of the concepts at hand. If you must make a choice between completion without understanding, and understanding without completion, always choose the latter. What is not acceptable is to walk away from your work without making every effort to thoroughly understand and complete the tasks at hand.
- (e) **Ask for help when you need it.** You will be challenged at App Academy. You will, at some point, be confused and lost. This is normal and natural. We want you to make every effort to understand on your own, but if you find yourself stuck, we also expect you to ask for help from TAs, instructors, and your fellow students, so that you do not fall behind.

Principle #2: Respect for Others

App Academy strives to provide an environment that is safe and supportive for all Users. As a part of the a/A community, we expect that you will help to create such an environment for your peers. Creating such a space is simultaneously simple and complex; the core principle of respect for every other person in this space is what should guide your behavior. At times, it may not be clear to you how to best act out that respect. We ask that all students comply with following guidelines.

Guidelines for Respectful Behavior

- (a) **Treat your coding partners with professionalism.** You will spend the vast majority of your time at App Academy pair programming, usually with a new partner each day. You may not like each person you work with, however, you are expected to treat each other with the same professionalism you would treat a colleague in the workplace.
- (b) **If you encounter conflict, we expect you to address it in a mature, respectful way, just as you would on the job.** If you find yourself unable to come to a resolution, App Academy TAs and instructors can act as mediators --

however, we encourage you to view difficult partner experiences as practice for the professional world, and make every effort to come to a consensus before getting staff involved.

- (c) **Take feedback with grace.** In the intense App Academy environment, all of our flaws and bad habits tend to surface. If a fellow student or a staff member points out an area in which you can improve either technically or interpersonally, we expect that you will listen with open ears and incorporate this feedback into your work and behavior as best as possible. Defensiveness is not productive and has no place at App Academy. We encourage you to view these moments as challenges to be faced head-on; constructive feedback is a gift to you and gives you a chance to reflect and improve.
- (d) **Give feedback with empathy.** Receiving critical feedback can be challenging, and we expect you to recognize that when offering it. Before approaching a fellow student with advice for improvement, reflect thoughtfully and find phrasing that tells your peer three things: concrete example(s) of their problematic behavior, the way(s) in which this behavior impacted you as a partner or peer, and concrete actions they can take in the future to improve upon this behavior. If you are struggling to find the right words, App Academy staff are available as sounding boards.
- (e) **Exercise self-awareness in your interactions with others.** It is very easy to become self-involved and tunnel-visioned in the midst of the intense stress and workload of App Academy. We expect, however, that you will take on the additional challenge of maintaining a high level of empathy and self-awareness towards your fellow students. Ask yourself frequently how your words and actions are affecting the people around you.
- (f) **Reflect on your own biases** (which we all hold). Are you treating people differently based on a characteristic such as gender, physical appearance, race, or something else? If you find this to be the case, step back and think about how you can do better.
- (g) **Treat every member of the a/A community with a high level of respect, as you would want to be treated.** All members of our community -- staff, students, and alumni -- are expected to treat all others in the community respectfully, regardless of their backgrounds, performance in the course, interpersonal conflicts that may have arisen in the past, or any personal characteristics such as gender, race, sexual orientation, trans status, religion, national origin, body size or shape, or disability status.

Monitoring Of The Services

App Academy assumes no responsibility or liability for monitoring, or failing to monitor, the Services for inappropriate content or conduct. If at any time App Academy chooses to monitor the Services, App Academy nonetheless assumes no responsibility or liability for the User Content and assumes no obligation to modify or remove any User Content, and no responsibility or liability for the conduct of any User. However, we reserve the right to review any User Content and to delete, remove, move, edit or reject, without notice to you, for any reason or for no reason whatsoever, any User Content, including, without limitation, any User Content that is or may be construed as violating this Agreement, or is deemed to be unacceptable to App Academy, as determined in App Academy's sole discretion. Further, you acknowledge, consent and agree that App Academy may access, preserve and disclose your User Account and registration information and any other content or information if required to do so by law or if based on a good faith belief that such access, preservation or disclosure is reasonably necessary to (a) comply with the law or legal process; (b) enforce this Agreement; (c) respond to claims that any content or information violates the rights of any third party; (d) respond to your requests for customer or technical service; or (e) protect the rights, property or personal safety of App Academy, other Users and/or any third parties, including acting in urgent circumstances.

Digital Millennium Copyright Act

(a) We respect the intellectual property rights of others. It is our policy to respond to any claim that content posted on the Service infringes on the copyright or other intellectual property rights of any person or entity. If you are a copyright owner or an agent thereof and believe that any content on the Services infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Designated Agent (as set forth below) with the following information in writing (see 17 U.S.C. 512(c)(3) for further details):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works on the Services;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit App Academy to locate the material;

- Information reasonably sufficient to permit App Academy to contact you, such as an address, telephone number, and, if applicable, e-mail 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.

Written notification of claimed infringement must be submitted to the following Designated Agent:

Name and Address of Designated Agent: App Academy Copyright Agent

Attention: App Academy

Email Address of Designated Agent: admin@appacademy.io

(b) If you believe that your content (which was removed or to which access was disabled) is non-infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to applicable law, to make such content available to App Academy for use on the Services, you may send a counter-notice containing the following information to our Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content; and
- Your name, address, telephone number, and, if applicable, e-mail address, and a statement that you shall accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our Copyright Agent, App Academy may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider or the User, the removed content may be replaced, or access to it restored,

in 10 to 14 business days or more after receipt of the counter-notice, at App Academy's sole discretion.

Please note that you may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any content.

Indemnity

You agree to indemnify, defend and hold App Academy, its affiliates, and their respective successors and assigns, directors, officers, employees, representatives, agents, licensors, Advertisers, operators, suppliers and service providers harmless from any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees), arising in any way out of or in connection with (a) your use of the Services, (b) your breach and/or violation this Agreement and/or (c) your User Content. App Academy reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you and all negotiations for its settlement or compromise, and you agree to fully cooperate with App Academy upon our request.

You are solely responsible for your interactions with the Site and associated Services. To the extent permitted under applicable laws, you hereby release App Academy from any and all claims or liability related to any product or service provided by third-parties, any action or inaction by third-parties, including third-party's failure to comply with applicable law, and any conduct or speech, whether online or offline, of any other user.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

THE SERVICES, AND ALL CONTENT, PRODUCTS, SERVICES AND USER CONTENT MADE AVAILABLE ON, THROUGH OR IN CONNECTION THEREWITH, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SERVICES WILL BE AVAILABLE FOR USE, OR THAT ANY PRODUCTS, FEATURES, FUNCTIONS, SERVICES OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. ALL IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS RELATING TO THE SERVICES AND THIS SITE, AND ALL CONTENT, PRODUCTS, SERVICES AND USER CONTENT ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, WE ARE NOT

RESPONSIBLE OR LIABLE FOR ANY MALICIOUS CODE, DELAYS, INACCURACIES, ERRORS, OR OMISSIONS ARISING OUT OF YOUR USE OF THE SERVICES. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOU ARE ASSUMING THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, PERFORMANCE, TIMELINESS, ADEQUACY, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SECURITY AND VALIDITY OF ANY AND ALL FEATURES AND FUNCTIONS OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, USER CONTENT ASSOCIATED WITH YOUR USE OF THE SERVICES. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THE CAPACITY OF THE SERVICES, IN THE AGGREGATE AND FOR EACH USER, IS LIMITED. CONSEQUENTLY, SOME MESSAGES AND TRANSMISSIONS MAY NOT BE PROCESSED IN A TIMELY FASHION OR AT ALL, AND SOME FEATURES OR FUNCTIONS MAY BE RESTRICTED OR DELAYED OR BECOME COMPLETELY INOPERABLE. AS A RESULT, YOU ACKNOWLEDGE AND AGREE THAT APP ACADEMY ASSUMES NO LIABILITY, RESPONSIBILITY OR OBLIGATION TO TRANSMIT, PROCESS, STORE, RECEIVE OR DELIVER TRANSACTIONS AND YOU ARE HEREBY EXPRESSLY ADVISED NOT TO RELY UPON THE TIMELINESS OR PERFORMANCE OF THE SERVICES FOR ANY TRANSACTIONS. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES OR CERTAIN LIMITATIONS ON DAMAGES AND REMEDIES, ACCORDINGLY SOME OF THE EXCLUSIONS AND LIMITATIONS DESCRIBED IN THIS AGREEMENT MAY NOT APPLY TO YOU.

YOU FURTHER UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, APP ACADEMY, ITS AFFILIATES, AND EACH OF THEIR SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATORS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE SERVICES OR FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION ON TIME TO FILE CLAIMS

ANY PROVISION WHICH MUST SURVIVE IN ORDER TO ALLOW US TO ENFORCE ITS MEANING SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT; HOWEVER, NO ACTION ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES, REGARDLESS OF FORM OR THE BASIS OF THE CLAIM, MAY BE BROUGHT BY YOU MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ARISEN (OR IF MULTIPLE CAUSES, FROM THE DATE THE FIRST SUCH CAUSE AROSE).

Geographic Restrictions; Export Control

The Services are controlled and operated by App Academy from the U.S. App Academy makes no representation that the Services are appropriate or available for use outside the U.S. Those who choose to access the Services from other locations do so at their own risk and are responsible for compliance with any and all local laws, rules and regulation, if and to the extent local laws, rules and regulations are applicable. No software made available in connection with the Services may be downloaded, exported or re-exported into (or to a national or resident of) any countries that are subject to U.S. export restrictions.

User Support And Comments

Except for DMCA notifications, all feedback, comments, requests for technical support and other communications relating to the Services may be directed to: online@appacademy.io.

DISPUTE RESOLUTION: INCLUDING MANDATORY ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. YOU AGREE THAT BY USING THE SERVICES, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND ARE EXPRESSLY WAIVED.

You and App Academy agree that any and all claims and disputes arising from or relating in any way to the subject matter of these Terms of Service, your use of the Website, or your and App Academy's dealings with one another shall be subject to the laws of the state of California, without regard to its conflict of law provisions, and be finally settled and resolved through BINDING INDIVIDUAL ARBITRATION as described in this section. This agreement to arbitrate is intended to be interpreted broadly. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this section. The arbitration will be conducted by Judicial Arbitrator Group, Inc. ("JAG") using one arbitrator with substantial experience in resolving commercial contract disputes, who shall be selected from the appropriate list of JAG arbitrators in accordance with the Arbitration Rules and Procedures of JAG. If JAG is unable or unwilling to arbitrate a dispute, then the dispute may be referred to any other arbitration organization or arbitrator that you and App Academy both agree upon in writing or that is appointed pursuant to section 5 of the Federal Arbitration Act. For any claim where the total amount of the award sought is \$10,000 or less, the arbitrator, you, and App Academy must abide by the following rules: (a) the arbitration shall be conducted solely based on telephone or online appearances and/or written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in San Francisco, CA. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited. Neither you nor App Academy will be able to have a court or jury trial or participate in a class action or class arbitration. You and App Academy each understand and agree that by agreeing to resolve any dispute through individual arbitration, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. The arbitrator may not consolidate the claims of multiple parties.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF USE, your use of the Services, or

your and App Academy's dealings with one another MUST BE COMMENCED IN ARBITRATION WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. AFTER THAT ONE (1)-YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

You and we agree that all challenges to the validity and applicability of the arbitration provision—i.e. whether a particular claim or dispute is subject to arbitration—shall be determined by the arbitrator. Notwithstanding any provision in these terms to the contrary, if the class-action waiver above is deemed invalid or unenforceable, neither you nor we are entitled to arbitration. If the arbitration provision in this section is found unenforceable or to not apply for a given dispute, then the proceeding must be brought exclusively in the state courts of competent jurisdiction located in San Francisco County, CA or the United States District Court for the Northern District of California located in San Francisco, CA, as appropriate, and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes, and you still waive your right to a jury trial, waive your right to initiate or proceed in a class or collective action, and remain bound by any and all limitations on liability and damages included in these Terms of Use. This arbitration agreement will survive termination of your use of this Website and your relationship with App Academy. This arbitration agreement involves interstate commerce and, therefore, shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”), and not by state law. Information on AAA and how to start arbitration can be found at www.adr.org or by calling 800-778-7879.

General

If any provision of this Agreement is held to be illegal, invalid or unenforceable, this shall not affect any other provisions and this Agreement shall be deemed amended to the extent necessary to make it legal, valid and enforceable.

The terms “include,” “includes,” and “including,” whether or not capitalized, mean “include, but are not limited to,” “includes, but is not limited to,” and “including, but not limited to,” respectively and are to be construed as inclusive, not exclusive.

The failure of App Academy to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. This Agreement, and any rights, licenses and privileges granted herein, may not be transferred or assigned by you, but may be assigned or transferred by App Academy without restriction, notice or other obligation to you.

All matters relating to the Services and this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Subject to the agreement to arbitrate, any legal suit, action or proceeding arising out of, or related to, this agreement and/or the services shall be instituted exclusively in the federal courts of the united states or the courts of the State of California, in each case located in the City of San Francisco and County of San Francisco. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

This Agreement contains the entire understanding and agreement between you and App Academy concerning the Services and supersedes any and all prior or inconsistent understandings relating to the Services and your use thereof.

This Agreement was last modified on the date indicated below and is effective immediately.

This Terms of Services Agreement was last Updated on October 15, 2018.