

# Mizzen Education Platform

## Terms of Use

1. **Legal Agreement.** The following terms of use (“TOU”) constitutes a legal agreement between Mizzen Education, Inc., a Delaware corporation with offices at 13157 Mindanao Way, #1892, Marina del Rey, CA 90292 (“Mizzen”) and the person or organization (“you”) accessing, downloading, and/or otherwise using the Mizzen mobile and/or web-based educational platform (the “Platform”). The TOU includes the [Mizzen Privacy Policy](#), all of which may be updated from time to time.
  
2. **Purpose of Mizzen.** Mizzen is a non-profit education technology organization providing high-quality out-of-school-time teaching and learning content for youth development professionals via its free digital library of activity plans, curricula, and professional development tools and resources. The primary users of the Platform are out-of-school time educators, volunteers, program managers and directors, summer camp staff and other adult supervisors and front-line providers of out-of-school time programs. Mizzen may also be used by parents or guardians engaged in supplemental at-home education or home schooling (collectively, “Educators”).  
  
Mizzen enables access to certain digital content for use in out-of-school time programs, supplemental at-home education, or home schooling, as well as certain class management tools for use by Educators (collectively, “Permitted Use”). The Platform is not intended for use by students, children, or persons who are not Educators.
  
3. **Registration and Creation of Account.** To access all the features and content available on the Platform you will need to create an account. You agree to provide true, current, complete, and accurate information as requested on any registration form and in any future information added to the Platform. You also agree to update registration information if the information previously provided is no longer accurate. You may be asked to choose a password and/or username. You are responsible for keeping that password and username confidential. Please notify Mizzen of any unauthorized use of your password or name, or if you believe there has been any data or security breach involving data you have collected using the Platform.
  
4. **License to Use the Platform.** Subject to your complete and ongoing compliance with all the terms and conditions set forth herein, Mizzen authorizes you to download, install, and run the Platform on any mobile device that you own or control solely in connection with the Permitted Use. This license is nonexclusive and personal to you (*i.e.*, may not be transferred to any third party). You agree not to modify, make unauthorized copies, reverse engineer, decompile, or disassemble the Platform. Mizzen retains ownership of all intellectual property rights in the Platform. Mizzen and/or its licensors retain ownership in Content (defined below), otherwise not in the public domain. All trademarks, service marks, and trade names, contained on or available through the Platform are owned by or licensed to Mizzen, and Mizzen reserves all rights therein and thereto not expressly granted by these TOU. All rights not expressly licensed are reserved to Mizzen and no rights may be implied.

- 5. License to Use Content.** Through use of the Platform, Mizzen will provide you with access to certain digital content, such as photos, drawings, literary material, videos, and sound recordings (“Content”). Subject to your complete and ongoing compliance with all the terms and conditions set forth herein, Mizzen grants you, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download the Content, make copies for use with your students, deliver the Content, and otherwise use it solely in connection with the Permitted Use.
- 6. Limitations on Use of Content.** You may not distribute the Content outside of the Permitted Use, charge the students or any other third party for using the Content, post it to the Web or social media, or exploit the Content for any commercial purpose, commercial advantage, or private monetary compensation without the prior written consent of Mizzen. You agree not to circumvent or otherwise create or implement any workaround to any copy protection, rights management, technical limitations, or security features in or protecting the Content or remove any copyright and other proprietary notices on the Content and all copies thereof. The Content is provided to you for educational purposes. You agree to use the Content in compliance with all applicable laws, rules, and regulations.
- 7. Third Party Content.** The Platform may contain links to websites owned or operated by third parties. These links are provided for your convenience and reference only. We have no control over the contents of any linked site and are not responsible for them. The inclusion of any link does not imply endorsement, sponsorship, or recommendation by us of the third party or its site. Mizzen assumes no responsibility for the accuracy, completeness, or legality of the content, services, or privacy practices of any third-party sites. Accessing any third-party websites is done entirely at your own risk. Mizzen strongly advises you to review the terms of use and privacy policies of any third-party sites before using them. You agree that Mizzen shall not be liable for any loss or damage of any sort incurred as a result of your dealings with third parties, their content, websites, or applications.
- 8. Communications and User Content.** Users of the Platform may send comments and other content; send other communications; and submit suggestions, ideas, questions, or other information (collectively “User Content”), so long as the User Content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam” or any material that could give rise to any civil or criminal liability under applicable laws or regulations or otherwise promote, advocate or assist any illegal activity or unlawful act. If you do post User Content or submit material, and unless Mizzen indicates otherwise, you grant Mizzen and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to edit, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content, subject to the Privacy Policy. You represent and warrant that you own or otherwise control all of the rights to the User Content that you write; that the User Content is accurate; that use of the User Content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Mizzen or its affiliates for all claims resulting from User Content you supply. Mizzen has the right but not the obligation to monitor and edit or remove any activity or User Content. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any User Content. Mizzen reserves the right (but not the obligation) to remove or edit User Content. Mizzen is not responsible for storing,

protecting, or maintaining User Content. Mizzen takes no responsibility and assumes no liability for any content posted, submitted, or uploaded by you or any third party.

**9. Collection and Use of Data.** Mizzen's collection and use of data is set forth in the [Mizzen Privacy Policy](#).

**10. Indemnification.** You agree, to the extent permissible under your state's laws, to indemnify, defend, and hold harmless Mizzen, and its parent, successors, affiliated companies, contractors, officers, directors, employees, agents and its third-party suppliers, licensors, and partners ("Mizzen Parties") from and against all losses, damages, liabilities, demands, judgments, settlements, costs and expenses of any kind (including legal fees and expenses), from any claim or demand made by any third-party relating to or arising out of (i) your access to, use or misuse of the Platform and/or Content; (ii) your breach or alleged breach of these TOU, or any violation of the TOU; (iii) any breach of the representations, warranties, and covenants made herein, whether by you; (iv) your failure to comply with applicable laws (including any failure to obtain or provide any necessary consent or notice); or (v) the infringement by you or any third-party using your account of any intellectual property, privacy, or other right of any person or entity, including in connection with Content. Mizzen reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Mizzen, and you agree to cooperate with Mizzen's defense of these claims. You agree not to settle any such matter without the prior written consent of Mizzen. Mizzen will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

**11. AS-IS Warranties; Sole and Exclusive Remedy.** The Platform is provided at no charge. Mizzen PROVIDES THE PLATFORM "AS IS" WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Mizzen does not warrant that the Platform will be error-free or operate without interruption, or that it will be subject to upgrading or technical support. If the Platform does not work as described or as you expect, your sole and exclusive remedy is to stop using the Platform and delete it from your devices. This is in lieu of all other remedies, whether by contract or law, or at equity. Mizzen provides the Platform with no representation or warranty of title or noninfringement, and no indemnification of any kind, express or implied.

**12. Access.** Mizzen may use third parties for technology services (such as server operations, hosting, maintenance, support, upgrading, and repair), including to use, receive, store, and transmit Data. Such third parties will be bound by confidentiality provisions no less restrictive than the applicable terms of the [Mizzen Privacy Policy](#). Servers relating to the functioning of the Platform may occasionally be inaccessible due to repair, maintenance, upgrades, power sources, and other factors.

**13. Testing of the Platform.** From time to time, Mizzen may test versions of the Platform or otherwise solicit feedback from Users. The purpose is to evaluate the features, functions, and usability of the Platform, and to improve performance. Mizzen appreciates the users who participate in such testing and provide feedback on the strengths and weaknesses of the Platform, as well as suggestions for improvement. You agree that if you participate in the testing or provide feedback, Mizzen is free to use any suggestions and comments you may provide, and that Mizzen will own the intellectual property rights in its embodiment of such suggestions or comments into new

versions of the Platform or new mobile software applications. You also agree to maintain as confidential any nonpublic information generated by you or disclosed to you by Mizzen in connection with such testing (including any new features and functions). Once new features and functions become generally available, you are free to discuss them with others.

**14. Limitation of Liability for Damages.** REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL Mizzen BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES (EVEN IF IT IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES); LOST PROFITS, LOST REVENUE, LOST BUSINESS EXPECTANCY, BUSINESS INTERRUPTION LOSSES, OR LOSS OF DATA; AND/OR DIRECT DAMAGES.

**15. Termination.** These TOU shall continue until terminated by Mizzen for any reason, with or without notice, or until you elect to cease use of the Platform. Mizzen, in its sole discretion, for any or no reason, and without penalty, may: (a) restrict, suspend or terminate: (i) any account (or any part thereof) you may have with Mizzen or (ii) your use of the Platform, and (b) remove and discard all or any part of your account, and user profile at any time. Mizzen may also, in its sole discretion and at any time, discontinue providing access to the Platform, the Content, or any part thereof, with or without notice. You agree that any termination of your access to the Platform or any account you may have, or portion thereof, may be affected without prior notice, and you agree that Mizzen will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive, or illegal activity may be referred to the appropriate law enforcement authorities. These remedies are in addition to any other remedies Mizzen may have at law or in equity. As discussed herein, Mizzen does not permit copyright, trademarks, or other intellectual property infringing activities on the Platform, and will terminate access to the Platform for anyone who is found to be repeat infringers.

**16. Place of Business; Governing Law.** The Platform is deemed to be delivered from California, and the TOU is entered into and performed in Los Angeles, California, USA. The TOU does not give rise to personal jurisdiction over Mizzen or its related entities, either specific or general, in jurisdictions other than California. The TOU shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles.

**17. Dispute Resolution.** The parties shall attempt to resolve any disputes through good-faith business negotiations or facilitative mediation in Los Angeles, California. All disputes or claims arising out of or relating to these TOU shall be settled by arbitration, to be conducted by a single arbitrator in Los Angeles, California, by and in accordance with the then effective commercial rules of the American Arbitration Association; provided that the arbitrator shall not have authority to issue injunctions. The costs of the arbitration and the reasonable attorneys' fees of the prevailing party shall be included in any award rendered by the arbitrator. Judgment upon the award may be entered in any court of competent jurisdiction. Other legal proceedings, if any, shall be initiated and maintained in Los Angeles, California, or in the U.S. District Court of the Central District of California. The parties expressly submit to the exclusive personal jurisdiction and venue of these courts and waive any objection on the grounds of personal jurisdiction, venue, or *forum non conveniens*.

**18. Severability.** If any portion of this TOU is found to be unenforceable, such portion will be modified to reflect the intent of the parties set forth in such portion and only to the extent necessary to make it enforceable. The remaining provisions of this TOU will remain in full force and effect.

**19. Notices; Contact.** Mizzen may provide you with notices, including those regarding changes to this TOU, by email and Platform updates. Notice is deemed given upon the earlier of actual receipt, twenty-four (24) hours after an email is sent, or at the time the updated Platform is accessed by you. You may contact Mizzen at:

**Mizzen Education, Inc.**

Attn: Operations Department

13157 Mindanano Way, #1892

Marina del Rey, CA 90292

Email: [support@mizzen.org](mailto:support@mizzen.org)

**20. Entire Agreement; Future Modifications.** These TOU incorporate by reference all information and terms at the links referenced above (description of Mizzen, privacy policy, data security protocol) and is the entire agreement between Mizzen and you regarding the Platform. It supersedes any prior agreement or understanding. It may be updated by Mizzen from time to time and those modifications are incorporated into and made a part of the TOU. You will be notified of significant modifications when you use the Platform or seek to provide Mizzen with information. If you do not wish to accept the modifications to the TOU, your sole remedy is to cease use of the Platform.

**21. Acceptance of TOU.** By clicking “I AGREE” below or by accessing and/or using the Platform you acknowledge that you have read, understand, and agree to the terms and conditions of these Terms of Use including the [Privacy Policy](#) linked to herein. You also represent that you are at least 18 years old and have the legal power to enter into this TOU. If you do not agree to be bound by these terms or are not at least 18 years old, you may not access or use the Platform or any of its features or content.