

Terms of Service

Effective: April 22nd, 2020

This agreement (“the terms”), a legally binding contract, sets forth terms and conditions for usage of **Platform LMS** (“Platform”), a learning management system, which is a product of **Jcorp Technology LLC**, the Platform website, *platformlms.org*, and any other offerings, made by *Jcorp Technology LLC*, which relate to Platform; colloquially “the service.” This agreement is made between **Jcorp Technology LLC** (“the company”, “Jcorp”, “we”, “us”, “our”), organized under the laws of the State of Florida, and operating within the laws of the United State of America, and you (“the user”). By using the service, in any way, shape, or form, or by signing up for an account and checking “I agree”, you warrant that you have read these terms, in full, and you accept and agree to be bound and to abide by these terms. By agreeing to these terms, you further warrant that you have read and accept the privacy policy, which is available at platformlms.org/privacy.

1. Your Rights

When you agree to these terms and sign up for an account (or have an account granted to you by an applicable institution, as defined below), you are granted a perpetual, revocable (see section 12, *Termination*), non-exclusive right to use the service, under the limitations set forth in this agreement and, in particular, section 5, *Acceptable Use*.

2. Personal Information

By using the service, you may be required to provide certain personal and personally identifiable information to the company. Certain auxiliary data may additionally be collected with or without your knowledge or direct interaction. Limitations on the information collected, and the purposes to which it may be used, are listed at Platform’s privacy policy. Please read that document, a copy of which is available at platformlms.org/privacy, thoroughly, as your agreement to these terms also constitute agreement to that policy.

3. Your Responsibilities

By agreeing to these terms and accepting this agreement you warrant that you are either:

- A. A public school district, private school or school system, higher education institution, or other accepted education provider (“institution”), operating within the United States of America and under United States’ law (or an authorized representative of such an institution), and also filing Jcorp Form J-320; OR
- B. A natural person (“user”) who is a current resident of the United States of America and:

- a. An employed teacher at an institution (as defined above) not currently under any contract for the service who is over 18 (eighteen) years of age (or the age of majority in your jurisdiction, whichever is greater); OR
- b. A currently enrolled student at an institution (as defined above) not currently under any contract for the service who is over 13 (thirteen) years of age, and who has notified their parents or legal guardian of their intent to use the service and gained consent, where required by law; OR
- c. Any teacher, student, or other user whose account has been created by an institution (as defined above) that is currently under contract for use of the service, regardless of age.

If an institution, you accept responsibility to inform all users of these terms and to, where required by applicable law, gain consent of users or their parents or legal guardian or, where allowed by law, give consent on their behalf, and to accept all liability for any failure to do so.

If a user, you agree that you will safeguard the password you use to gain access to the service (“your password”), and that you will not share it with any other person, online service, or company or corporation. You further agree not to share your password with any representative of the service or the company and, if any person claims to be such a representative and asks for your password, you agree to notify the company immediately.

For users: When you create an account on the service (or have one created for you), certain information is collected from you and stored as part of your account. This information includes, but is not limited to, your full legal name, and your valid and current email address (which, by providing, you permit us to send certain content to, for marketing and account security). *For institutions:* When you enter into a contract with the company, you provide certain information, including, but not limited to, the institution’s legal name, most recent official and accurate student enrollment count, and number of teachers on payroll, along with information about the institution’s representative, including (but not limited to) their legal name, title, email and phone number, and signature. *For everyone:* We commit to safeguarding this personal information, in accordance with this agreement (in particular section 2, *Personal Information*) and our privacy policy. You, in turn, certify that the information you provide is true and accurate, to the best of your knowledge, and commit to immediately notify the company, in writing, if any of this information changes.

4. Intellectual Property

You agree that any and all text, files, or other data that you upload, transmit, store, or otherwise submit to the service (“your content”) is your own or has been made freely available and that, if any copyright is attached to such content, that copyright (a) belongs to you or (b) belongs to a separate natural or legal person that has, in writing, granted you a perpetual, irrevocable right to use and distribute such content (which you, in turn, can and do sublicense for use by the company; see below).

You grant the company the irrevocable, non-exclusive right to store, distribute, and use your content, for as long as your account remains active, for the sole purpose of providing the service and permitting it to function properly. Your content shall and will remain your intellectual property; the company

makes no claim of ownership over your content, now or in the future. The company further agrees not to use your content for marketing, sales, or any purpose not directly related to providing the service.

The company, though, reserves the right to access any content stored on the service, for the purpose of verifying compliance with these terms (particularly section 5, *Acceptable Use*) or providing technical support, or for any purpose with your written permission.

All content remains the sole responsibility of the person who originated such content. The company may not monitor or control such content, and does not take responsibility for users' content.

You agree that all your content complies with the limitations set out in these terms and, in particular, in section 5, *Acceptable Use*.

5. Acceptable Use

You agree that you shall not:

- Store, transmit, or otherwise submit untruthful, profane, obscene, sexual, deceptive, pornographic, racist, hateful, defamatory, or illegal content, except that which serves a legitimate instructional purpose, providing that it complies with all applicable laws;
- Store, transmit, or otherwise submit content which you do not have the legal right to use and sublicense, under section 4, *Intellectual Property*;
- Use the service to violate or attempt to violate the legal rights of any other person, in any way, shape, or form;
- Search for or exploit any security or technical vulnerabilities in the service, or the service's network, or attempt to do so;
- Modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the service, except to the extent which is expressly allowed by law;
- Disrupt or attempt to disrupt the service's performance;
- Breach any security measures in place or obtain unauthorized access to the service, or attempt to do so;
- Create accounts on the service in bulk, using an API, or using any method except the Platform Signup Page (at platformlms.org/signup) (Institutions currently in a contract for use of the service, as well as the company's identity partners, are exempted from this provision);
- Impersonate the service or the company, in any way, shape, or form;
- Use the service to promote other products or services, not related to the company;
- Introduce or attempt to introduce viruses, vulnerabilities, etc. into the service;
- Sell or resell the service, or attempt to do so; or
- Use the service to violate any applicable local, state, or federal law.

6. Third Party Websites

The service may contain links to websites not owned or operated by the company (“third party websites”). You acknowledge that the company is not responsible for third party websites, and is not liable for any content contained on such websites.

7. Our Property

Any intellectual property relating to the service, including, but not limited to, images, logos, source code, documentation, marketing resources, designs, and concepts, where copyrightable (“the property”, “IP”) are sole and exclusive property of the company, *Jcorp Technology LLC*. Use of such property without express written permission shall be forbidden. While unregistered, Platform LMS is a trademark of *Jcorp Technology LLC*. No provision of these terms may be construed to represent any implied right to use the property, for any purpose.

8. Force Majeure

The company shall not be held liable for any delay in performing or failure to perform any obligation herein due to causes beyond its control, including, but not limited to, war, civil commotion, terrorist activity, fire, industrial disputes of any nature, acts of nature, crimes of any kind, epidemics or pandemics, errors of third party vendors or suppliers, equipment failures, telecommunication failures, or system malfunctions.

9. Violations

If any tenet or provision of this agreement is breached or violated, in any way, the company reserves the right to cease providing you with the service, with or without notice. For some provisions, a warning may be provided first. For others, the company may initiate a lawsuit for breach of contract, an action which the company reserves the right to do for any violation, in its sole discretion. For violations of intellectual property, the company may additionally send a cease and desist letter.

10. Infringement (DMCA Notice)

In the event that any user of the service has infringed on your rights (including, but not limited to, copyright, personality rights, or trademark rights), please send written notice to the company, and we will respond within a reasonable amount of time (not to exceed one month from receipt of the notice). The company reserves the right to remove any infringing content, and to disable, suspend, or delete the accounts of infringing users. Written notice of rights infringement must contain:

1. A description of the content you claim is being infringed (you may be asked to prove ownership);
2. A link to the content on the service, or a description of its location (if you cannot access the location);

3. A statement that you have a good faith belief that the content is not authorized by the rights owner, its agent, or the law;
4. A statement that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf;
5. Your legal name, physical address, telephone number, and email address; and
6. A physical signature of the rights owner or person authorized to act on behalf of the rights owner.

Send your report to support@jcorp-us.com, via email, or mail it to ATTN: Legal Dept.; Jcorp Technology LLC; 304 Indian Trace #316; Ft. Lauderdale, FL 33326.

11. Other Agreements

This agreement may be superseded by other agreements you have signed with Jcorp Technology LLC, relating to the service. If you are an institution and have *Jcorp Form J-320* (a contract) on file, you agree to these terms as part of that contract, and that contract supersedes this agreement, in all cases. This agreement will always be superseded by federal laws of the United States of America and state laws of the State of Florida, and may be superseded by the laws of your state of residence.

The company uses reCAPTCHA, which is developed by Google LLC ("Google"), to help secure the service. Agreement to these terms also signifies agreement to Google's Terms of Service and Privacy Policy, both of which are available at policies.google.com. Your consent to Google's Terms of Service and Privacy Policy, though this agreement, is limited to those provisions which relate to the reCAPTCHA service. Users who log in to the service via Clever or ClassLink ("identity providers") also consent to the applicable company's Terms of Service and Privacy Policy, if existent, and permit their identity provider to share their personal information with the company, in accordance with these terms. *(Clever's Terms of Service are online at clever.com/trust/terms and their Privacy Policy is online at clever.com/trust/privacy/policy. ClassLink's Privacy Statement is available at classlink.com/company/privacy; as of this agreement's effective date, Terms of Service could not be found. It remains your responsibility to determine if you are bound to ClassLink by any legal agreements.)*

12. Termination

You retain the irrevocable, perpetual right to cease using the service, at any time, with or without notifying the company. Institutions with year-long contracts with the company are excluded from this right. If you stop using the service, you may contact the company and request your account be removed. If you do so, the company agrees to, within a reasonable amount of time, not to exceed one (1) month, permanently remove your account, and all information associated with it, from our servers. The company reserves the right to cease providing the service either as a whole or to any user, individually, at any time. In such a circumstance, the company may provide reasonable refunds (based on the amount of time left in the contract), if applicable.

13. Disclaimer of Warranties

OUR SERVICES ARE PROVIDED "AS IS." THE COMPANY AND ITS SUPPLIERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER THE COMPANY, NOR ITS SUPPLIERS AND LICENSORS, MAKES ANY WARRANTY THAT THE SERVICE WILL BE ERROR FREE OR THAT ACCESS THERETO WILL BE CONTINUOUS OR UNINTERRUPTED. YOU UNDERSTAND THAT YOU ACCESS, OR OTHERWISE OBTAIN CONTENT THROUGH, THE SERVICE AT YOUR OWN DISCRETION AND RISK.

14. Limitation of Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, AS WELL AS ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (a) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (b) ANY CONDUCT OR CONTENT OF ANY USER OR OTHER THIRD PARTY ON, THROUGH, OR ASSOCIATED WITH THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (c) ANY CONTENT OBTAINED FROM THE SERVICE; OR (d) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. THE COMPANY SHALL NOT BE LIABLE FOR THE LOSS OR FAILURE TO STORE YOUR CONTENT.

IN NO EVENT SHALL THE LIABILITY OF THE COMPANY EXCEED THE GREATER OF FIFTY UNITED STATES' DOLLARS (\$50.00 USD) OR THE AMOUNT YOU PAID FOR THE SERVICE, IF EXISTANT.

THE LIMITATIONS OF THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE.

IF YOU LIVE IN A JURISDICTION WHERE ANY PORTION OF THE ABOVE LIMITATION IS NOT PERMITTED, THAT PORTION SHALL BE NULL AND VOID, FOR YOU. IF YOUR JURISDICTION AFFORDS YOU OTHER RIGHTS, THIS AGREEMENT SHALL NOT PREVENT YOU FROM EXERCISING SUCH A RIGHT.

15. Indemnification

You agree to indemnify and hold harmless the company, its contractors, its providers, and its licensors, and their respective directors, officers, employees, and agents from and against any and all losses, liabilities, demands, damages, costs, claims, and expenses, including attorneys' fees, arising out of or related to your use of the service, including but not limited to your violation of this agreement or any agreement with a provider of third-party services used in connection with the service, or your content.

16. Governing Law

This agreement and your use of the service shall be interpreted, controlled, and construed by the laws and courts of the state of Florida. Courts located in Florida shall have exclusive jurisdiction for any litigation arising out of this agreement. You waive any objections to venue or personal jurisdiction. This section shall be null and void if, and only if, you have a written and signed agreement with *Jcorp Technology LLC* specifying a different jurisdiction, or if required by a mandatory law of a competent jurisdiction.

17. Waiver

If any section, provision, or tenet of this agreement is found contrary to law, the rest of this agreement shall remain in full force and effect. You may not assign or attempt to assign your rights, under this agreement, to a third party. The company may assign any of its rights, under this agreement, to any of its affiliates or subsidiaries. The company's failure to enforce any of the provisions or tenets of this agreement is not a waiver of its right to do so later.

18. Modifications

The company reserves the right to modify these terms and this agreement in any way, shape, or form, at any time, and for any reason, with or without notice. If this agreement is modified, the new version shall not take effect for 30 (thirty) days. You accept responsibility to intermittently check the posted terms for changes (which will be indicated by a change to the effective date), as your consent and agreement is always to the most recent version. A copy of these terms may be obtained by writing, via mail, to *Jcorp Technology LLC* or by visiting platformlms.org/terms.

19. Parties

These terms are hereby agreed (in the manner defined above), between you (as defined in this agreement and, particularly, in section 3, *Your Responsibilities*) and the company, defined below.

Jcorp Technology LLC
304 Indian Trace #316
Ft. Lauderdale, FL 33326
United States of America

Website: jcorp-us.com
Email: support@jcorp-us.com