



# TERMS AND CONDITIONS

## ACCEPTANCE OF TERMS

By using our Learning Platform, you (hereinafter referred to as the "User" or "Users") approve all terms, conditions, and notices specified or referenced in these Terms of Use ("Terms"). These Terms apply to your use of learning platform and all information, materials, content, products, services, and software that are licensed or owned by K8 School and available through, or, included in Learning Platform ("K8 School Content") in addition to any content licensed or owned by a third-party content provider that is available through, or included in learning platform with that Third party's permission ("Third Party Content") (K8 School Content and Third Party Content collectively, "the Content"). If the User is a minor, it is the responsibility of his or her parent/guardian, to ensure that the User adheres to the Terms.

Any Third-Party Content uploaded or made available in any other way by a Third Party is the sole property of the Third Party or their licensors and remains the sole property of the same. By uploading or otherwise making available any Third-Party Content, you automatically warrant and/or grant that the owner has granted K8 School, the perpetual, sole and royalty-free, license and right to use, publish, replicate, present, transmit and distribute the Third-Party Content through the medium into which you have uploaded the Third-Party Content or authorized K8 School to upload the Third-Party Content. You also authorize any User of the learning platform with access to that medium, depending on your restrictions, to access, analyze, store, and reproduce the Third-Party Content to the same scope as permitted here. To the scope provided for in the particular terms of the governing agreement between Third-Party, Third-Party Content and K8 School might be removed, hidden, changed, or customized by the Third Party, conditional on the terms and conditions laid down herein with regard to the use of learning platform. K8 School has the right to modify these Terms at any time, effective upon posting the restructured Terms on the learning platform 'log-in' page. The most recent version is always available by clicking the Terms of Use link found at the bottom of the learning platform 'log-in' page.

## PERMITTED USE

The learning platform is to be used to access the education program licensed by or for the assistance of the User(s). K8 School gives the User the sole, untransferable, limited license to visit, access, view, use, and print the Content, exclusively for the User's individual personal non-commercial use, corresponding to such education programs, provided the User keeps all copyright and other proprietary notices intact. Use of the Content or other materials for any purpose not explicitly permitted in these Terms is proscribed.

### Users should not

- Alter, obscure, or remove the content in any manner except as advised in writing by K8 School
- Use the learning platform in any way that may harm, halt, impair, or overload any K8 School server or the network (or networks) connected to any K8 School server, or interfere with the use of the learning platform by any other party.
- Gain or make an effort to gain unauthorized access to any computer systems, accounts, or networks connected to any of the K8 School servers through password mining, hacking, or any other means
- Gain or attempt to gain any information or materials through any methods not purposely made available through learning platforms.
- The use of a learning platform in any way for the following purposes is strictly prohibited. In making use of the learning platform, you concur that you will not.
- Send, receive, or show obscene, pornographic, sexually explicit material or any other material that is harmful to minors.
- Impersonate any entity or individual (by using their password or any other means), this includes any representative or employee of K8 School.
- Copy and/or distribute content provided in the learning platform (this includes Webmail messages, postings on the Message Boards, or study material and answer keys) without the permission of the owner.
- Solicit or gather information about the Users and/or members of this site, particularly with the intent of transmitting, or facilitating distribution of, bulk or unsolicited email or other electronic communications.
- Use the communication services provided by the school in connection with surveys, schemes, contests, junk e-mail, chain letters, spamming, or any superfluous or duplicative messages (commercial or non-commercial).
- Upload files that include viruses, worms, cancelbots, time bombs, Trojan horses, corrupted files, or other related programs or software that can damage the operation of any property or computer.
- Request or gather personal information (this includes name, phone number, and address) from any individual below eighteen years of age without confirmed parental consent.
- Display offensive or threatening material, this includes usage of swear words, insulting, vulgar, obscene, or repugnant language.
- Display racist, biased, or discriminatory pictures or messages.

## VIOLATE ANY PERTINENT LAWS

Disclose any other user's or a minor's personal information this including - address, phone number, or related information - to others without their approval or parental consent.

Infringe any trademark, copyright, trade secret, patent, or any other intellectual property laws or use the intellectual property of any other entity or person without the permission of the owner—this includes sharing links to and including other trademarked or copyrighted material from third parties in learning platform (this includes posting on the Message Boards) without consent as well as using any service marks, trademarks or their marks on any website or in social media without the permission of the owner.

- Intrude in the files, folders or work of other individuals
- Endorse commercial activities except as specified in writing by K8 School
- Promote products or services or participate in political lobbying
- Harass, defame, mistreat, insult, threaten, stalk, attack, or otherwise violate the legal rights (like publicity and privacy) of another individual or get in the way of another person's work, including sending of unnecessary e-mails or Webmail messages

## CONFIDENTIALITY OF THE CREDENTIALS

- Each user would be assigned a username and password (the "Log-in Information") for accessing the learning platform and the content.
- Users are required to keep all Log-in Information strictly confidential, and it should only be used by the assigned user.
- Users are responsible for maintaining the confidentiality and security of all Log-in Information and for averting access to learning platforms and/or the content by any unauthorized individual using the Log-in Information of any other user.
- Users are accountable for any and every activity that takes place through their accounts.
- Users must inform K8 School instantaneously of any breach of security or unauthorized use of their account.

Despite the, some employees of K8 School may be allowed to "log in" as someone else, after seeking approval from their supervisor and undertaking specific training.

## PROPRIETARY RIGHTS

The user acknowledges and concurs that some of the information available in the learning platform is protected by different trademarks, service marks, patents, copyrights, trade secrets, or any other intellectual property rights and laws and should only be used as allowed by law and with the authorization of the owner.

Except as explicitly authorized by K8 School, users can not sell, rent, license, copy, modify, distribute, transmit, edit, reproduce, adapt, openly display or publish, or create derived works from or otherwise utilize the Content or features in the learning platform in any medium or form.

Users are fully accountable for their individual use and for making sure such use won't violate the rights of K8 School or the third parties.

Over and above the possible legal action, any unpermitted use including plagiarism or reposting of K8 School or third-party intellectual property can bring about one or more of the following: termination of the right to use learning platform, school-based disciplinary action, and/or expulsion from the school, the program of study or program offering.

## COPYRIGHT INFRINGEMENT

Content is owned or controlled by K8 School, or the third party attributed as the content provider, and its contents should not be copied, circulated, reproduced, or customized in any way without the explicit written consent of K8 School.

If you have any copyright concerns about the material posted on learning platforms by anyone, please inform us. You can send a written notice ("Notice") by getting in touch with our Designated Agent at [legal@k8school.com](mailto:legal@k8school.com).

To be helpful, the Notice must comprise of the following:

- A signature of the owner (physical or electronic), or an individual approved to act on behalf of the owner ("Complaining Party")
- Details of the material that is supposedly being infringed on
- Reasonably sufficient information to authorize K8 School to contact the Complaining Party, like - address, phone number, and an electronic mail address, if available
- Identification of the supposedly infringed material on the learning platform ("Infringing Material"), and reasonably sufficient information to authorize K8 School to find the material on the learning platform
- Identification of the copyrighted material that is allegedly been infringed upon ("Infringed Material"), or if several copyrighted works on learning platform are mentioned in a single Notice, a list of each copyrighted work that is allegedly been infringed upon (please mention in detail that which Infringing Material is supposed to be infringing on which Infringed Material);
- A declaration that the Complaining Party has a reason to believe that use of Infringing Material in the way complained of is not approved by the law, the copyright owner or its agent
- A declaration that the information provided in the Notice is correct, and that the Complaining Party is the owner or is allowed to act on the owner's behalf of the material that is allegedly infringing, under penalty of perjury

## TRADEMARKS

The learning platform contains trademarks and service marks of K8 School and third parties. These marks can only be used in line with the 'K8 School' Trademark Usage Guidelines contained by the 'Terms of Use' on the public website.

For permission to make use of the K8 School logo or name or any K8 School marks outside of the Trademark Usage Guidelines, get in touch with legal@k8school.com. Any use of K8 School marks that don't meet with the Trademark Usage Guidelines is strictly forbidden.

## LINKS

The learning platform may include links to other websites or resources that are provided for the convenience of the users. Unless stated otherwise, these linked sites are not under the control of K8 School and K8 School is not accountable for the content available on third-party linked sites. K8 School makes no warranties, representations, or any other commitments about any third-party websites or third-party resources that might be accessible from, referenced to, or linked to the learning platform.

A link to a website does not mean that K8 School endorses the content on that website, the owner of the website, or the use of such websites. Additionally, K8 School is not privy to or responsible for any dealings the user may get into with third parties, even though the User learns about such parties (or finds a link to such parties) through a learning platform.

As a result, the user acknowledges and agrees that K8 School is not accountable for the availability of such external resources or websites, except where explicitly contracted for, and is not accountable or liable for any content, products, services, or other materials available on or from those resources or websites.

## PRIVACY

You concur that your use of the learning platform is also dependent on the Privacy Policy, which is part of these terms.

## EXPORT CONTROL

K8 School controls and operates learning from its headquarters in the United States and makes no declaration that the Content is available or suitable for use in other locations. If a learning platform is used from other locations, you are accountable for compliance with pertinent laws.

## WARRANTY AND OTHER DISCLAIMERS

K8 School is determined to ensure the accuracy of all the information provided through and in the learning platform, conditional on the following limitations:

- K8 School would use rational efforts to keep the information up to date and to ensure the completeness or accuracy of material available through the learning platform. However, materials available through the learning platform cannot be guaranteed or promised to be current, correct, or complete, and could include typographical errors or inaccuracies
- The user accepts that K8 School is not responsible for the conduct of any party using learning platform or for any offensive, derogatory, infringing, or illegal materials displayed on the learning platform or in any communication service and K8 School reserves the right to fix any errors or correct any omissions and remove any materials from learning platform at its discretion and without the accountability of any kind.

## DISCLAIMER OF WARRANTY

The use of the learning platform or any communication service is at the sole risk of the user. All information, materials, software, programs, products, and services are provided "as is," with no guarantees or warranties whatsoever. K8 School explicitly disclaims to the fullest extent permitted by law all implied, statutory, express, and other guarantees, warranties, or representations, including, without constraint, the warranties of fitness for a specific purpose, merchantability and non-infringement of intellectual property and proprietary rights. Without limitation, K8 School makes no guarantees or warranties that the learning platform will be secure, timely, error-free, or uninterrupted.

The user acknowledges and agrees that if the user downloads or otherwise acquires information, materials, software, programs, products or services, the user does so at his or her own risk and discretion and that user would be solely responsible for any damages that might ensue, including damage to the computer system of the user or loss of data. Some jurisdictions may not permit the exclusion of warranties; as a result, the above exclusions will not apply to the user.

## LIMITATION OF LIABILITY

On no account will K8 School be accountable for any direct, indirect, incidental, punitive, special, or consequential damages that ensue from the use of or failure to make use of the learning platform or any other communication service. This limitation applies whether the alleged liability is found on contract, negligence, strict liability, tort, or any other grounds, even if K8 School has been notified of the likelihood of such damage. Since some jurisdictions do not allow the exclusion or limitation of consequential or incidental damages, K8 School's liability in such jurisdictions might be limited to the extent permitted by law.

## RELEASE

The user hereby releases and perpetually discharges K8 School, its affiliated schools, employees, officers, directors, contractors, agents, successors, and assigns ("released parties"), from all causes of action, actions, claims, damages, injuries, costs, or expenses of any type growing out of or related to the user or minor child(ren)'s of the user use of learning platform or any communication service. The user acknowledges that this is a full release to the maximum extent allowed by law of all claims and damages to which the user or minor child(ren) of the user may have as a result of his or her use of the learning platform irrespective of the exact cause thereof.

## INDEMNIFICATION

Upon request by K8 School, the User concurs to protect, indemnify, and hold harmless K8 School and its affiliated schools, contractors, employees, officers, directors, licensors and third-party content providers from all claims, liabilities, and expenses, including attorney's fees, which may arise from the User's use or misuse of the learning platform, content, or other communication Services. K8 School has the right, at its own expense, to assume the exclusive defense and control of any issue otherwise dependent on indemnification by the user, in which case the User would collaborate with K8 School in asserting any available defenses.

## SEVERABILITY AND INTEGRATION

With the exception of other agreements signed by the User with K8 School, these Terms comprise of the entire agreement between K8 School and the User with regard to the use of the learning platform.

If any portion of these Terms is held unenforceable or invalid, that part should be construed in a manner compatible with applicable law to reflect, as much as possible, the original goals of the parties and the remaining portions should remain in full force and effect.

## TERMINATION OF USE

If the User infringes these Terms, the User may be banned from any future use of the learning platform and/or maybe subjected to legal action. Grounds for such termination, suspension and/or deletion should include, but not be limited to:

- violations or breaches of the Terms or other guidelines or agreements included therein.
- requests by government agencies or law enforcement.
- a request by the user (self-initiated account deletion);
- material modification or discontinuance of the learning platform (or any component thereof);
- unanticipated security or technical problems or issues.
- inactivity for an extended period of time; and,
- engagement in illegal or fraudulent activities by the user.

Termination of a User account may include:

- access removal to all the learning platform offerings.
- deletion of your user account, password and related information, like content and files linked with or found inside the account (or any part thereof); and,
- forbidding any further use of the learning platform

In addition to that, you concur that all terminations for cause will be made at the connection's sole discretion and that K8 School will not be accountable to you or any third party for the termination of access to the learning platform or that of your account.

## ADDITIONAL TERMS APPLICABLE TO THE K8 SCHOOL

### Message Boards, And Other Communication Services

K8 School runs academic Message Boards found within the learning platform to help in smooth exchange of information, ideas and opinions between those users whose respective education programs offers access to Message Boards. These users might only use the Message Boards for structured activities, clubs, or other educational uses as advised by the school department and as mentioned on each Message Board. The Message Boards include contributions that only represent the views of their respective authors and not of K8 School. Use of the Message Boards is subject to the rules governing the usage of Message Boards which are provided when a user accesses them.

Messages pertaining to or in support of obscene or illegal activities or those that otherwise violate the Terms might be informed to the concerned authorities and can result in the loss of user privileges, exclusion from the User's respective education programs, and/or legal action.

Other than the Message Boards, K8 School may now and again offer chat areas and/or other communication or message functionality designed to enable users to correspond with others (each a "Communication Service" and jointly "Communication Services").

The user concurs to use communication services only in agreement with these terms and as mentioned on each communication service to send, receive and post messages and materials that are appropriate and, when pertinent, related to the specific communication service.

Any information that the User may provide to be posted to a Message Board or any other communication service would be disclosed and made available to all users of that communication service and as a result, is not private any longer.

We do not ensure the security of such information that you share or disclose online in public areas, and you do so at your sole discretion.

K8 School does not endorse or control the messages, information or content found in any communication service; thus, K8 School explicitly disclaims any accountability pertaining to the communication services and any actions ensuing from a user's involvement in any communication services.

All participants accept that any dependence upon such content will be at the own risk of the individual so relying.

Although K8 School has no responsibility for the circulated information in the platform, it reserves the right:

- to supervise anything posted to a Message Board or any other Communication Services or anything sent through the K8 School learning platform.
- to remove anything which is considered offensive by K8 School or otherwise is in violation of these terms or for any other reason as K8 School considers necessary in its absolute and own discretion.
- At all times, K8 School reserves the right to disclose any information if the school deems it required for any applicable law, disciplinary investigation, legal process, regulation, or governmental request, or to amend, decline to post, or to remove any information or material, completely or in part, at its discretion.

#### Use Of School Work, Interviews, Videos, And Photographs

Users might have the opportunity to offer material for inclusion in the learning platform. Such material might comprise of submission of work samples; postings on the Message Boards; involvement in group activities; in text or other formats; etc.

Users concur that they own and/or control all of the rights to the material they post and share and that the public use of this material would not infringe on or violate the rights of K8 School or any third party.

For Users registered in schools that are managed by K8 School, only, by providing this information, Users within the K8 School community of schools provide to K8 School and to their affiliated schools, an authorization to use, display, edit, adapt, modify, publish, reproduce, perform, create derived works of, share, and endorse the material in any form, anywhere, and for any reason in perpetuity.

Users may get an opportunity to participate in an online session or view a previously recorded lesson.

K8 School does not guarantee the safety of any information disclosed by voice or text in an online session.

Any information that a user provides or is captured in an online session might be disclosed and made available to all users and as a result, is no longer private.

Parents or legal guardians are accountable for any information shared by their minor children.

Each recorded session is either the property of K8 School or K8 School has been provided permission for its use.

Users concur that in exchange for being allowed to participate in an online session, the users have assigned all rights that they have in the Users' and the Users' minor child(ren)'s performance in the Adobe Connect® session to K8 School.

The online sessions may be recorded, and the user hereby agrees to the recording of sessions in which the User participates and the inclusion of any such information, including written or verbal personally identifiable information, provided by the user during the session.



HAPPY STUDENTS  
HAPPY PARENTS