

Terms and Conditions

Last Updated: October 21, 2020

Digital Influx Inc

Digital Influx provides its services (described below) to you through its website located at digitalinflux.com (the “Site”) and through its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

Please read these Terms of Service carefully, as they contain an agreement to arbitrate and other important information regarding your legal rights, remedies, and obligations. The agreement to arbitrate requires (with limited exception) that you submit claims you have against us to binding and final arbitration, and further (1) you will only be permitted to pursue claims against Digital Influx on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

When using certain aspects of the Services or using certain Services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, our Privacy Policy, and Teacher Guide. All such terms are hereby incorporated by reference into these Terms of Service.

The Services consist of an online marketplace and platform through which Teachers may offer Classes for sale to Parents, and Parents may purchase such Classes for the benefit of their children. While Digital Influx strives to high standards of services, you acknowledge and agree that: (1) Digital Influx is not a party to any agreements entered into between Teachers and Parents, (2) Digital Influx only provides certain tools to facilitate the purchase, sales and provision of classes and online courses, (3) Parents contact for classes directly with Teachers (4) Digital Influx is not a broker, agent (except as expressly set forth below) or insurer, and (5) Digital Influx disclaims all liability for the conduct of Teachers, Parents, or any other Users of the Site or Classes. Different sections of the Site and Terms of Service affect Teachers and Parents differently, so please be sure to read these Terms of Service carefully.

Key Terms

“User” “you” or “your” means a person, organization or entity using the Services, including Parents and Teachers.

“Parent(s)” means a parent or legal guardian who completes the Digital Influx account registration process to purchase Classes on the Site for the purpose of enrolling their child.

“Teacher(s)” means the school who registers with Digital Influx and then teaches the course at their establishment.

“Class(es)” means any online class(es) submitted by a Teacher for sale on the Site.

“School(s) means any education body who has purchased our product.

Access and Use of the Service

Services Description: Digital Influx’s is an online service for an online course/classes, designed for Parents to find and book Classes for the benefit of their child or children, and for schools to buy and conduct their Classes. Digital Influx's responsibilities are limited to: (i) providing the Site as an online service and platform to facilitate the sale, purchase, and conduct of Classes, and (ii) serving as the limited agent of each Teacher for the purpose of accepting payments from a Parent on behalf of the Teacher. There are risks that you assume when dealing with other Users (including those who may be acting under false pretences). While Digital Influx strives to provide a safe and welcome environment for its Users, you agree that all of these risks are ultimately borne by you, and not Digital Influx. Digital Influx does not control the behaviour of Users or the quality of the Classes. As a result, Digital Influx cannot guarantee the authenticity, quality, safety, legality, or appropriateness of the Classes.

Your Registration Obligations: You will be required to register with Digital Influx in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service’s registration form. Registration data and certain other information about you are governed by our [Privacy Policy](#). You must be of legal age to form a binding contract to register for the Service (in many jurisdictions, this age is 18). If you are not yet of legal age to form a binding contract, then you must get your Parent to read these Terms of Service and agree to them for you before you use the Service. If you are a Parent and you provide your consent to your child's use of the Service, then you agree to be bound by these Terms of Service with respect to your child’s use of the Service.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Digital Influx of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Digital Influx will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service: Digital Influx reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Digital

Influx will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

General Practices Regarding Use and Storage: You acknowledge that Digital Influx may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Digital Influx's servers on your behalf. You agree that Digital Influx has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Digital Influx reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Digital Influx reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Certain Teacher Obligations

Each Teacher is solely responsible for obtaining all licenses and other permissions required to offer or provide any Classes and Digital Influx assumes no responsibility for a school or parents failure to obtain such licenses or permissions or otherwise comply with any applicable laws, rules or regulations.

You understand and agree that Digital Influx is not an insurer, agent or employer for you as a Teacher. You acknowledge and agree that, as a Teacher, you are responsible for your own acts and omissions while using the Services.

To the extent that you are using the Services, you agree to abide by the terms and conditions provided in this document.

Payment Term

General: Each Parent or School agrees to pay all applicable fees for Classes ("Enrolment Fees") as set forth on the Site. All Enrolment Fees are payable in the currency specified on the Site at the time of purchase. You shall be responsible for all taxes associated with the Services other than U.K. taxes based on Company's net income. Parent hereby authorizes Digital Influx to bill Parent's/Schools payment instrument upon confirmation of a purchase, and Parent/School further agrees to pay any charges so incurred. If Parent/School disputes any charges you must let Digital Influx know within seven (7) days after the date that Digital Influx charges you.

School Associate Payment: Digital Influx will transfer an activation coupon for each student fee paid for by the school. Thus, coupon will be transferred directly after the invoice has been paid. Digital Influx has sole discretion to act on behalf of the school and will not transfer the activation coupon if the correct pre decided amount is not paid in full. Digital Influx will independently review cases for a refund of membership and may decide at its sole discretion to issue a refund within 7 days of the school receiving said coupon. However, under circumstances that the course has already been started a refund is not available. All determinations of Digital Influx with respect to a refund shall be final and binding on the Parent and School.

Limited Payment Collections Agent: Each School appoints Digital Influx as the School limited payment collection agent solely for the purpose of accepting the Enrolment Fees from the

Parent. Each User agrees that payment of Enrolment Fees by a Parent to Digital Influx, as that Schools limited payment collection agent, shall be considered the same as a payment made directly by such Parent to the relevant School and the School will provide the relevant Classes to the Parent, as outlined on the Site, as if the School had received payment directly. Digital Influx, as a limited payment collection agent for the School, agrees to facilitate the payment of any Enrolment Fees (less the Digital Influx Fee) for Classes pursuant to these Terms of Service unless otherwise agreed between Digital Influx and the School. In the event that Digital Influx does not remit such amounts, the School will have recourse only against Digital Influx.

Thinkific's Payment Claus: If you make a purchase on our site, we use a third party payment processor Stripe. Payments are encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our site and related courses and its service providers.

Conditions of Use

User Conduct: You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise use via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by Digital Influx. Digital Influx reserves the right to investigate and take appropriate legal action against anyone who, in Digital Influx's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

- email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libellous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Digital Influx, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Digital Influx or its users to any harm or liability of any type;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
- violate any applicable local, state, national or international law, or any regulations having the force of law;

- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- solicit personal information from anyone in violation of our privacy policy;
- harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

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Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

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Indemnity and Release

You agree to release, indemnify and hold Digital Influx and its affiliates and their officers, employees, directors and agents (collectively, “Indemnitees”) harmless from any from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favour at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. DIGITAL INFLUX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

DIGITAL INFLUX MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

YOU ACKNOWLEDGE AND AGREE THAT ANY CRIMINAL BACKGROUND CHECKS CONDUCTED BY DIGITAL INFLUX ON TEACHERS ARE SOLELY FOR ITS OWN BENEFIT. DIGITAL INFLUX MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS ON THE SITE OR SERVICE.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT DIGITAL INFLUX WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF DIGITAL INFLUX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL DIGITAL INFLUX'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID Digital Influx IN THE LAST SIX (6) MONTHS.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Termination

You agree that Digital Influx, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Digital Influx believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Digital Influx may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Digital Influx may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Digital Influx will not be liable to you or any third party for any termination of your access to the Service.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Digital Influx will have no liability or responsibility with respect thereto.

Digital Influx reserves the right, but has no obligation, to become involved in any way it deems necessary with disputes between you and any other user of the Service.

General

These Terms of Service constitute the entire agreement between you and Digital Influx and govern your use of the Service, superseding any prior agreements between you and Digital Influx with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. The failure of Digital Influx to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Digital Influx, but Digital Influx may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.