

## Terms of Use Enriched NYC

Welcome to ENRICHED NYC!

To use our website, courses and services, you will use our intellectual know-how, intellectual property and technology for your benefit. Because of that, we have rights over what you may do with our property and we may limit your use of the website, content and services. We, in turn, have certain obligations and responsibilities to a user who is REGISTERED. Together, these rights and responsibilities are called “Terms of Use” (or “**Terms**”). By using our Services (defined below), you agree to these Terms. That is why it is important that you carefully read this whole page before you use ENRICHED NYC’s Services.

You may not use the Services if you are younger than 13 years old unless you have the agreement of your parent or legal guardian.

Certain features of the Services may be subject to more terms. Those added terms are part of these Terms of Use and are legally binding just as if they were written on this page.

These terms require the use of arbitration on an individual basis to resolve disputes, AND DO NOT PERMIT jury trials or class actions. THESE TERMS ALSO limit YOUR remedies in the event of a dispute.

### **What definitions apply to the Terms of Use?**

“**FERPA**” means the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 CFR Part 99) (“FERPA”) and similar laws that control the disclosure of student information.

“**Enriched NYC**” means ENRICHEDNYC, LLC. and its subsidiaries and Affiliates. An "Affiliate" of ENRICHEDNYC, LLC. is an entity that controls ENRICHEDNYC, LLC., is controlled by ENRICHEDNYC, LLC. or is under common control with ENRICHEDNYC, LLC.

"Control" means the direct or indirect possession of the power to direct or cause the direction of the management policies of an entity.

**"Sensitive Information"** means (1) personally identifiable information as defined in FERPA; (2) educational records, as defined in FERPA; (3) pupil records; and (4) covered information as defined in Student Data Privacy Laws.

**"Services"** means ENRICHED NYC's Sites, software, products, mobile applications, and services.

**"Sites"** means ENRICHED NYC's websites, which include [www.enrichednyc.com](http://www.enrichednyc.com) and other websites.

**"Student Data Privacy Laws"** means laws that specifically protect the use and disclosure of electronic students records and information coming from those records.

**"User Content"** means all information and content (including text, photos, images, sound, video and any other materials) that a user submits to the Services.

## **What Services Does ENRICHED NYC provide?**

ENRICHED NYC is an education company that provides dedicated literacy-based classes to children ages 2-13. They offer remote learning, literacy courses, in-person teaching and tutoring, and web-based interactive learning events.

The Services includes communications from ENRICHED NYC, such as service announcements, administrative messages, and other messages. We may change, add or delete features of the Services from time to time. These Terms apply to all changes and additions.

PARENTS WHO ARE REGISTERING THEIR CHILD FOR COURSES MUST CREATE AN ACCOUNT.

## **What Requirements and Responsibilities Apply to Creating an Account?**

**Signing Up.** To use some of the Services, you must register for an account (“Account”) and provide information about yourself and/or your child. You must always provide true, complete and updated information for the Account. You also must be of legal age (usually 18 years old) to create the account. You may turn off your Account at any time by following the instructions on the Site. If you are adding a student to an Account, you are certifying that you are the parent or legal guardian of the child listed on the Account. As the parent or legal guardian, it is your responsibility to decide whether the Services are appropriate for your child.

**Account Responsibilities.** Keep your password private. You are responsible for the activity that happens on or through your Account. Do not use your Account password on other sites or applications. You must immediately tell ENRICHED NYC of any unauthorized use, or suspected unauthorized use of your Account or any other failure of security.

## **What Requirements and Restrictions Apply to Your Use of the Services?**

**How You Use the Services.** We give you a non-transferable, limited license to use and access the Services only for your own personal use. We can take back that license at any time. You do not have the rights to:

**Change or use our content for other purposes:** communicate or publish it to a third party, including the public, people you know, or other businesses and entities; record, photograph or stream it; post it on a website or social media platform; sell it; or otherwise violate our intellectual property rights, including using it to develop another product or service.

**Ownership.** Except for User Content, all content in the Services, including text, graphics, data, photographic images, moving images, sound, drawings, and software is either owned by Enriched NYC or licensed by Enriched NYC from third-parties. All content in the Services is protected by copyright, trademark, patent and other laws relating to the protection of intellectual property. You do not own any User Content except that which you have submitted.

**Access.** You are responsible for getting access to the Service. You must provide and are responsible for all equipment necessary to access the Service. However, you are not responsible for all fees connected with access or for providing all equipment if you are enrolled in a public school for which Enriched NYC provides services and that school has given you the equipment and/or partial or full reimbursement of access fees.

### **What Are My Responsibilities as a Parent or Legal Guardian?**

As the parent or legal guardian of the student, you are responsible for the student's education and access to the Internet.

### **What Requirements Apply to Users Under the Age of 13?**

The Children's Online Privacy Protection Act ("COPPA") requires that ENRICHEDNYC get parental permission before knowingly collecting Sensitive Information from children under 13 years old. ENRICHEDNYC does not knowingly collect or ask for any Sensitive Information from children under 13 except directly from a child's parent or guardian or through the child's use of the Services as a student in a school using the ENRICHEDNYC Services. If we learn that we have collected Sensitive Information from a person under 13 that does not comply with COPPA, we will delete that information. If you believe that a child under the age of 13 has given Sensitive Information to us without complying with COPPA, please contact us at [brooke@enrichednyc.com](mailto:brooke@enrichednyc.com)

Although each member/subscriber/user must agree to these Terms of Use, ENRICHED NYC cannot guarantee that each member is at least the required minimum age, nor does ENRICHED NYC accept responsibility or liability for any content, communication or other use or access of the Website by persons under the age of 13 in violation of the Terms of Use. It is also possible that other members/subscribers/registrants or users (including unauthorized users, or “hackers”) may post or transmit offensive or obscene materials through the Website and that you may be involuntarily exposed to such offensive or obscene materials. It is also possible for others to obtain personal information about you via your use of the Website. These individuals may use your information for purposes other than what you intended. ENRICHED NYC is not responsible for the use of any personal information that you disclose on the Website. Please carefully select the type of information that you post on the Website or release to others. **ENRICHED NYC DISCLAIMS ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER MEMBERS/SUBSCRIBERS/REGISTRANTS OR USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE WEBSITE OR OTHERWISE.**

ENRICHED NYC attempts to maintain the integrity and accuracy of the information on the Website, however, ENRICHED NYC provides any services on an “as is” basis and makes no guarantees as to its correctness, completeness, or accuracy. The Website may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the Website by third parties without our knowledge. If you believe that information found on the Website is inaccurate or unauthorized, please inform ENRICHED NYC by contacting us via information provided at the “Contact Us” link. ENRICHED NYC specifically disclaims any implied warranties of merchantability or fitness for a particular purpose. Further, ENRICHED NYC does not warrant that your use of the service will be secure, uninterrupted, always available or error-free, or that the

service will meet your requirements or that any defects in the service will be corrected. ENRICHED NYC disclaims liability for, and no warranty is made with respect to, connectivity and availability.

YOU ACKNOWLEDGE AND AGREE THAT ENRICHED NYC IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD ENRICHED NYC LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF ECONOMIC DAMAGES FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. ENRICHED NYC MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. ENRICHED NYC MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH SERVICES.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF SERVICES. YOU UNDERSTAND THAT ENRICHED NYC DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF SERVICES. ENRICHED NYC DOES NOT GUARANTEE OR WARRANT ANY CAREGIVER'S PERFORMANCE ON THE JOB OR OUTCOME OR QUALITY OF THE CARE PROVIDED.

### **What Kind of Background Checks are Conducted?**

a. By registering for and using the Website or Service as a teacher or as a client for our services, you hereby acknowledge and agree that ENRICHED NYC has the right, but not the obligation, to use a third-party consumer reporting agency on an ongoing basis to use your personal information to run periodic background checks on you for the legitimate business purpose of protecting the safety and integrity of the

Website and its users (“**Internal Background Checks**”). ENRICHED NYC may order these checks when you register with the Website and thereafter in connection with your continued use of our Service and/or interaction with our Website (such as by contacting or communicating with other members, posting or updating a job or profile, etc.).

b. These Internal Background Checks are regulated by the Fair Credit Report Act (“**FCRA**”), and the background reports resulting from these services are considered “consumer reports” under FCRA. Consumer reports may contain information on your character, general reputation, personal characteristics, and mode of living, including but not limited to consumer credit, criminal history, workers’ compensation, driving, employment, military, civil, and educational data and reports. Please be advised that ENRICHED NYC is not a consumer reporting agency as defined in the FCRA which can be found at [www.ftc.gov/os/statutes/fcrajump.shtm](http://www.ftc.gov/os/statutes/fcrajump.shtm), and any information collected or received by ENRICHED NYC from its third party service providers have not been collected in whole or in part for the purpose of furnishing consumer reports, as defined in the FCRA as well as all other applicable consumer reporting laws. The information provided in the Internal Background Checks may not be reviewed or considered as a factor in (1) establishing an individual’s eligibility for personal credit or insurance or assessing risks associated with existing consumer credit obligations, (2) evaluating an individual for employment, promotion, reassignment or retention (including employment of teachers, tutors, contractors, and other individuals), or (3) any other personal business transaction with another individual (including, but not limited to, leasing an apartment).

c. You understand and agree that ENRICHED NYC may review the information provided by the third-party consumer reporting agency and that ENRICHED NYC retains the right to deactivate your ENRICHED NYC registration based on the information it receives from these checks, even if such information was subsequently dismissed. If ENRICHED NYC deactivates your membership or access to the Website and/or Service on the basis of information in an Internal Background Check, we

will notify you and provide you the name and contact information of the consumer reporting agency that created the report. We will also provide you a copy of the report unless the consumer reporting agency has already provided you a copy or access to it. All users acknowledge and understand that ENRICHED NYC has no control over and does not assume any responsibility for the quality, accuracy, or reliability of the information provided by the third-party consumer reporting agency or contained within commercial databases maintained by third party consumer reporting agency or public records maintained and/or transmitted by federal, state or municipal government entities. Public records and commercial data systems may have errors and should not be relied upon as definitively accurate. Before relying on any data supplied, it should be independently verified. Certain criminal record data may include records that have been expunged, sealed, or otherwise inaccessible to the public since the date on which the data or record was last updated or collected.

d. BY AGREEING TO THESE TERMS AND USING OUR WEBSITE, YOU AGREE TO ALLOW ENRICHED NYC TO PERFORM THESE INTERNAL BACKGROUND CHECKS FOR THE PURPOSES DESCRIBED ABOVE. IF YOU DO NOT WANT THESE INTERNAL BACKGROUND CHECKS TO BE PERFORMED, YOU SHOULD NOT USE ENRICHED NYC. NO FURTHER CONSENT FROM YOU IS REQUIRED FOR THESE CHECKS TO BE PERFORMED. You expressly acknowledge that ENRICHED NYC has no obligation to perform Background Checks, on any registered users. To the extent ENRICHED NYC performs such checks on certain registered users, the checks are limited and should not be taken as complete, accurate, up-to-date or conclusive evidence of the accuracy of any information those users have provided or of their eligibility to use the Website and the Service. Moreover, you hereby represent, understand and expressly agree that those checks are completed by a third-party consumer reporting agency (not ENRICHED NYC ), that the specific records searched, and the comprehensiveness of the search, varies by the type of Background Check ordered as well as the state and county where the

check is performed, and that the checks are not always accurate or a complete compilation of a person's criminal history.

e. If you decide to access, use, or share information provided by an Internal Background Check, you agree to do so in accordance with applicable law. Additionally, if such verification is included, promoted, or otherwise displayed on any user profile or in any such manner on the Website or Service, you hereby acknowledge that any such claim is not warranted by ENRICHED NYC and is solely the result of information provided by a third-party source.

f. YOU ALSO AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS ENRICHED NYC FROM ANY LOSS, LIABILITY, INJURY, DEATH, DAMAGE, OR COSTS THAT MAY RESULT FROM YOUR USE OF, RELIANCE ON, OR SHARING OF THE INFORMATION CONTAINED IN AN INTERNAL BACKGROUND CHECK OR ANY USE OF, RELIANCE ON, OR SHARING OF ANY SUCH INDICATION OR VERIFICATION FOR ANY USER ON THE WEBSITE OR SERVICE, REGARDLESS OF THE CAUSE, INCLUDING, WITHOUT LIMITATION, DUE TO THE INACCURACY OR INCOMPLETENESS OF ANY SUCH INFORMATION.

### **What are Enriched NYC's Rights about Service Modifications and Support?**

**Modification.** At any time, we may change, suspend, add to or discontinue some or all of the Services with or without telling you. ENRICHED NYC is not liable for any changes, suspension, added or discontinuation of any of the Services.

**No Support or Maintenance.** ENRICHED NYC has no duty to provide any support or maintenance about the Services. This limitation does not apply to any support or maintenance that the school in which your

student has enrolled has specifically contracted with ENRICHED NYC to provide.

## **What Requirements Apply to User Content?**

**User Content.** You are responsible for your User Content. You need to make sure that it has not been copied or changed from somebody else without their permission. If you post something that concerns us, we may contact the authorities – such as the Police or Social Services.

**Code of Conduct.** You may not represent or suggest that your User Content is given, sponsored or endorsed by ENRICHED NYC. We do not have a duty to backup any User Content unless we must do so by law. Therefore, your User Content may be deleted at any time without prior notice.

**We May use Your Feedback.** We welcome your feedback, ideas or suggestions (“Feedback”) about our Services! We may use your Feedback without any restriction or duty to you, even after you stop using the Services, unless the Feedback is protected by FERPA or any Student Data Privacy Laws.

**How We Use User Content.** Your User Content stays yours. These Terms do not give us any rights to your User Content, except as explicitly stated. When you provide your User Content to us through our Services, you give us (and those we work with) a worldwide license to use, host, store, reproduce, change, publish, perform, display and distribute that content. The rights you grant to us are for the limited purpose of operating, promoting, protecting and improving our Services, and to develop new ones. To the extent we need to do so for those purposes, we may provide User Content to other entities; however, we will require those entities to use the User Content obeying the same restrictions that we have to do so. This license continues even if you stop using our Services. However, the rights given to us to your User Content are given only to the extent they are consistent with FERPA and Student Data Privacy Laws.

**Enforcement.** We may, but do not have to, review User Content, and investigate and/or act against you in our sole determination if you violate the Acceptable Use Policy below or your school's student code of conduct or any other provision of these Terms or otherwise create liability for us or any person. Such action may include removing or changing your User Content, ending your Account, reporting you to your school for violations of the school's code of conduct and/or reporting you to police or other authorities.

### **What is Enriched NYC's Acceptable Use Policy?**

We expect you to behave responsibly. Here are some examples of prohibited behavior:

#### **Abusing and Disrupting the Services**

- a. Don't probe, scan or test the weaknesses of any system or network.
- b. Don't breach or otherwise bypass any security or authentication measures.
- c. Don't access, tamper with or use nonpublic areas of the Services, or areas of the Services to which you have not been invited.
- d. Don't interfere with or disrupt any user, host or network, for example by distributing harmful programs or apps or overloading, flooding or mail-bombing any part of the Services.
- e. Don't take apart, decompile or reverse engineer any part of the Services.
- f. Don't access, search or create accounts for the Services by any means other than our publicly supported interfaces (for example, do not scrape, spider or crawl).

- g. Don't take any action that creates an unreasonable (as determined by us) load on systems or the systems of our providers.
- h. Don't provide your password to any other person, use any other person's username and password, or otherwise manage the Services through shared credentials.
- i. Don't upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software meant to damage or change a computer system or data.

### **Spamming and Phishing**

- a. Don't send spam or other unsolicited communications, promotions or advertisements.
- b. Don't send altered, deceptive or false source-identifying information, including phishing or spoofing.

### **Lying to and Pretending to be Others**

- a. Don't do or post anything that's fake or misleading.
- b. Don't pretend to be another person, company or entity.

### **Stealing**

Don't sell the Services unless specifically approved in writing by ENRICHED NYC to do so or publish or use the Services on any network or system other than those we provide to you or to your school.

### **Infringing, Misappropriating and Violating Rights**

- a. Don't infringe or misappropriate anyone's copyright, trademark, trade secret, patent or other intellectual property rights.
- b. Don't violate anyone's privacy or publicity rights.

c. Don't harvest, collect, gather or put together information or data related to other users, including e-mail addresses, without their permission.

## **Harming Others**

a. Don't do or post anything threatening, harassing, abusive, excessively violent, offensive, harmful, defamatory, sexually explicit, pornographic, or obscene.

b. Don't promote bigotry, violence, property damage or hatred against any person or group based on their race, ethnicity, nationality, religion, gender, gender identity, sexual preference, age, disability or any other category that is protected by law.

## **Don't bully anyone.**

## **Breaking the Law**

a. Don't use the Services in violation of any US export controls, rules or sanctions.

b. Don't do anything that otherwise violates the law, including all local laws about online conduct and acceptable content.

c. Don't provide material support or resources to any organization named by the United States government as a foreign terrorist organization.

d. Do not use the Services if you are 1) located in, under the control of, or a national or resident of any country to which the U.S. has embargoed goods or (2) a person on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.]

## **What Privacy Rights Apply to the Services?**

Please review our Privacy Policy for a description of ENRICHED NYC's privacy practices and obligations.

## **What Should I Do If I Have a Disability and am Concerned About the Accessibility of the Services?**

ENRICHED NYC is committed to making sure that the Services remain accessible to all people, regardless of disability. Further information about accessibility of the Services can be found in the Web Accessibility Resolution Procedure. Parents and legal guardians of students in schools should contact their school about possible accommodations and related services.

## **What Are My Indemnification Obligations to ENRICHED NYC?**

You agree that you will be responsible for all costs for which ENRICHED NYC and its employees, officers and directors are responsible because of any action, liability, loss and damage (including legal fees) related to: (a) your breach of these Terms; (b) your User Content; (c) your violation of the rights of any third party; or (d) your use of the Services.

## **How is ENRICHED NYC's Potential Liability to Me Limited?**

**DISCLAIMERS.** The Services are provided to you "as is", without warranties, either express, implied or by law. ENRICHED NYC disclaims any warranties to you of merchantability, fitness for a particular purpose, accuracy and non-infringement. ENRICHED NYC does not promise to you that the Services will: (a) be timely, uninterrupted, secure or error-free; (b) meet your requirements or expectations; or (c) be free from viruses or other harmful components. If applicable law requires any warranties with respect to the Services, those warranties are limited in duration to sixty days from the date of first use.

Some places don't allow the disclaimers in this paragraph, so they may not apply to you.

**LIMITATION ON LIABILITY.** If something bad happens as a result of your using the Services, our liability is limited as described in this paragraph. ENRICHED NYC and its providers are not liable for anything related to the Services or these Terms for: (a) any direct, indirect, special, incidental, exemplary, punitive or consequential damages; (b) any loss of profits, revenue, data, goodwill or other intangible losses; (c) any damages related to your access to, use of or inability to access or use the Services or any part of the Services; (d) any damages related to loss or corruption of any content or data, including User Content; (e) any User Content or other conduct or content of any user or third party using the Services; or (f) any third party sites accessed via the Services. These limits apply whether or not ENRICHED NYC has been informed of the possibility of such damage. Some places don't allow the types of limits in this paragraph, so they may not apply to you.

### **What Happens When My Account is Terminated?**

These Terms are in full force and effect while you use the Services. We may suspend or end your rights to use the Services (including your Account) at any time for any reason at our sole discretion. If that happens, your Account and right to access and use the Services will end immediately. ENRICHED NYC is not responsible to you for any ending of your rights under these Terms.

### **What Should I Do If I Have Concerns About Copyrights or Intellectual Property?**

ENRICHED NYC respects the intellectual property of others and asks that users of our Services do the same. If you believe that one of our

users is using the Services to illegally violate the copyright(s) in a work, please review ENRICHED NYC's Intellectual Property Policy.

### **What Rights and Obligations Apply Related to Linking to Third Party Sites?**

Sometimes the Services link to other third-party services, applications and websites (collectively, "Third Party Services"). The Third-Party Services may have their own terms and policies, and your use of them will be ruled by those terms and policies. We don't control Third Party Services, and we're not liable for Third Party Services. Except for Third Party Services that are included in courses, Enriched NYC provides access to them only as a convenience to you and does not review or make any representations with respect to Third-Party Services.

### **What Rights and Obligations Apply to Interactions with Other Users?**

Each person using the Services is responsible for all his or her own User Content. We are not responsible for any User Content, whether given by you or by others. We make no promises about the accuracy suitability, or quality of any User Content. Your interactions with other Service users are only between you and such users. ENRICHED NYC is not responsible for any loss or damage caused as the result of any such interactions. If there is a dispute between you and any Service user, we are under no duty to become involved. If the dispute is between you and a Service user and the dispute is made through or arises from a school, contact the school in which you or the other Service user has a student enrolled.

### **What Laws Apply and How Are Disputes Resolved?**

**Governing Law and Location for Solving Disputes.** All dispute related to these Terms or to the use of the Services are governed by the laws of New York State, except for its conflicts of law terms. The

exclusive location for any claim or action related to these Terms or the use of the Services is the federal or state courts having jurisdiction in Kings County, New York. You agree to personal jurisdiction in those courts. You agree that that location is not inconvenient.

**Informal Resolution.** Before filing a claim against ENRICHED NYC you agree to try to resolve the dispute by first emailing legal [mary@enrichednyc.com](mailto:mary@enrichednyc.com) with a description of your claim. We'll try to resolve the dispute informally by following up via email, phone or other methods. If we can't resolve the dispute within thirty (30) days of our receipt of your first email, you or ENRICHED NYC may then bring a formal proceeding as described below.

**Binding Arbitration.** Please read this Arbitration Agreement carefully. It is part of your contract with ENRICHED NYC and affects your rights. Any dispute or claim relating in any way to these Terms (including to the validity and enforceability of the Terms) or the Services will be solved by binding and confidential arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to these Terms. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the Terms as a court would. The arbitration will be conducted in English by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person. The arbitration will be held before one arbitrator and that person will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

If for any reason a claim proceeds in court rather than in arbitration we each give up any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

### **What Other Provisions Apply?**

**Electronic Communications.** The communications between you and ENRICHED NYC use electronic means, whether you use the Site or Services or send us emails, or whether ENRICHED NYC posts statements on the Services or communicates with you via email. For contractual purposes, you (a) agree to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing.

**Entire Terms/Waivers/Third Parties.** These Terms are the entire agreement between you and us regarding the use of the Services. Any exception of any of these Terms is only valid if it is in writing and signed by an executive of ENRICHED NYC. These Terms are between you and ENRICHED NYC. No other person or entity has any rights to enforce any of the Terms.

**Severability.** If any provision of these Terms is unenforceable, the remaining provisions will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible.

**Assignment.** You may not transfer any of your rights and obligations under these Terms, and any attempt to do so is void. We may transfer our rights under these Terms to any of our affiliates or subsidiaries, or to any successor in interest of any business connected with the Services.

**Copyright/Trademark Information.** Copyright © 2020 ENRICHED NYC, LLC. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed in the Services are our property or the property of

other third parties under a license with us. You are not permitted to use these Marks without our prior written permission or the prior written permission of the third party that owns the Marks.

**Modifications.** We may change these Terms and will always post the most current version on our Site. Please check back on a regular basis. By continuing to use or access the Services after any changes come into effect, you agree to be bound by the changed terms. If you disagree with our changes, do not continue to use the Services.

### **Additional Limitation of Liability**

ENRICHED NYC DOES NOT CONDUCT BACKGROUND CHECKS OR OTHERWISE SCREEN USERS OF THE WEBSITE IN ANY WAY. IN NO EVENT WILL ENRICHED NYC BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOSS OF PROGRAMS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR SERVICE INTERRUPTIONS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF ENRICHED NYC OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO ENRICHED NYC FOR USE OF THE WEBSITE DURING THE TERM OF YOUR ENROLLMENT. ENRICHED NYC WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL AND/OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO PHYSICAL DAMAGES, BODILY INJURY OR EMOTIONAL DISTRESS, ARISING OUT OF THE USE OF THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF YOUR

COMMUNICATIONS WITH AND/OR INTERACTIONS WITH ANY OTHER USER OF THE WEBSITE, OR ANY INDIVIDUAL YOU ARE INTRODUCED TO VIA THE WEBSITE. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY IN THE EVENT OF USER'S BREACH, OR RELATED TO ITS INDEMNITY OBLIGATIONS. THIS PARAGRAPH SHALL NOT AFFECT THE RIGHTS LISTED BELOW IN THE SECTION TITLED "INDEMNIFICATION".

**COVID-19 Safety Measures.** Without limiting the requirements and responsibilities set forth above, all recipients acknowledge and agree that the obligations under these Terms include a user's responsibility for taking all appropriate health, safety and hygiene measures to protect yourself and any users with whom you interact from the spread or potential spread of infectious diseases or conditions, or any other unhealthy, unsafe, or unsanitary conditions. ENRICHED NYC cannot, and does not, guarantee any services or conditions or take any responsibility or liability for (a) a user's failure to provide safe, healthy, and sanitary services or accommodations for the services, (b) unsafe, unhealthy, or unsanitary conditions even if the StaySafe Pledge is followed, or (c) any spread or potential spread of infectious diseases or conditions or any other unhealthy, unsafe, or unsanitary conditions resulting from use of the Services in any manner.

### **Assumption of Risk**

You assume all risks when using the Website and Services, including but not limited to all risks associated with interacting with Users of the Website whether it be online or offline, including any risks associated with permitting your child or children to be present in class with a teacher or tutor. You agree to take all necessary precautions when interacting with other Users of the Website, whether it be online or offline, including satisfying yourself with any teacher's credentials, drivers records, insurance policies, employment history, and/or permits sufficient to protect your child.

## **Indemnification**

You agree to indemnify, defend and hold harmless ENRICHED NYC its officers, directors, employees, agents, licensors, suppliers and any third party information providers from and against all losses, expenses, damages and costs, including, but not limited to all attorneys' fees charged to ENRICHED NYC, arising out of or relating to your Material; your use of, or inability to use, the Website; any violation of these Terms of Use by you or any other person accessing the Website on your behalf; your violation of any rights of another party, including any users; your interactions with other users; and your violation of any applicable laws, rules or regulations. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

## **Release**

If you have a dispute with one or more of the other users of the Website, you release ENRICHED NYC (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

## **Conflicts**

Shall a conflict or contradiction exist between these Terms and any others which relate specifically to a particular section of the Website, the specific terms relevant that section shall prevail.

## **Severability**

Any provision of this agreement found to be unenforceable will not void nor effect other provisions of the agreement.

Resolution of Disputes – Mandatory Arbitration and Class Action Waiver

We offer the following process to help you resolve a complaint or Dispute (as defined below) that you may have with ENRICHED NYC or the use of this Website. Please read this section carefully.

### Step 1. Notice of Dispute

You must first try to resolve any complaint or Dispute with us through our Notice of Dispute process. You begin by submitting a “Notice of Dispute” with any supporting documents or other information by email to [Mary@enrichedny.com](mailto:Mary@enrichedny.com).

A “Notice of Dispute” is a written form in which you provide your name, address, contact information, email address, the facts regarding your Dispute, and the relief you are requesting from us. Once we receive your Notice of Dispute, you and we will attempt to resolve any Dispute through informal negotiation within forty-five (45) days from the date the Notice of Dispute is received by us. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or we may initiate an arbitration proceeding or small claims action as described below.

You agree that the term “Dispute” in these Terms of Use will have the broadest meaning possible. It applies to any dispute, action, or other controversy between you and us relating to the Website, the Services, the Terms of Use (or any breach thereof) – whether in contract, warranty, tort, laws or regulation. The term also applies to any dispute over the validity, enforceability, or scope of this arbitration provision.

### **How to Pay**

You will be responsible for payment of the applicable fee for the Services at the time you create your account and sign up for services that require either a one-time payment, recurring payment, or pod enrollment fee. You will not be eligible for a prorated refund of any portion of the enrollment fee paid for the then-current enrollment period. By

registering, you authorize our third-party service provider to charge you now, and again at the beginning of any subsequent enrollment period. Upon renewal of your enrollment, if ENRICHED NYC does not receive payment from you, (a) you agree to pay all amounts due upon demand and/or (b) you agree that ENRICHED NYC may either terminate or suspend your enrollment and continue to attempt to charge your credit or debit card until payment is received (for purposes of automatic renewal, your new enrollment commitment period will begin as of the day payment was received). You agree that ENRICHED NYC reserves the right to process any transaction automatically after 24 hours of a completed enrollment.

b. ENRICHED NYC uses various third party platform subject to change to process credit and debit card transactions for your ENRICHED NYC account. By using ENRICHED NYC, agreeing to ENRICHED NYC's Terms of Use, and offering or purchasing Services, you are also agreeing to be bound by any third-party service provider Terms of Service.

You expressly understand and agree that third-party provider handles all payments or monetary transactions that occur through your use of the Website or Service. You expressly understand and agree that ENRICHED NYC is not be liable for any payments or monetary transactions that occur through your use of the Website or Service. You also agree that ENRICHED NYC is not liable for any issues regarding any monetary transactions between you and any other third party.

You are responsible for all transactions (one-time, recurring, and refunds) processed through the Service and/or third-part providers. ENRICHED NYC is not liable for loss or damage from errant or invalid transactions processed with your third-party account. This includes transactions that were not processed due to a network communication error, or any other reason. If you process a transaction, it is your responsibility to verify that the transaction was successfully processed.

You understand that Enriched NYC uses a third-party provider to run payments for the Website and Service and that the ENRICHED NYC is subject to change at any time and such changes may adversely affect the Website and/or Service. You understand and agree to not hold Enriched NYC liable for any adverse effects to your third-party provider account and/or your ENRICHED NYC account as result of any actions or inactions on the part of third party providers.

You must not process stolen credit cards, or unauthorized credit cards through the third-party provider and/or your ENRICHED NYC account.