

Terms & Conditions: External Learning Platform

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Overview of Terms

These Terms of Use (“Terms”) govern your use of the Services (as defined below). The terms “we” “our” and “us” include Flatiron School LLC and our affiliates and subsidiaries.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. THESE TERMS CONTAIN IMPORTANT INFORMATION AND LIMITATIONS REGARDING YOUR LEGAL RIGHTS, INCLUDING, WITHOUT LIMITATION, A MANDATORY ARBITRATION CLAUSE AND A WAIVER OF CLAIMS, INCLUDING CLASS ACTION CLAIMS. BY ACCESSING AND USING THE SERVICES, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT UNDERSTAND THESE TERMS, DO NOT AGREE TO BE BOUND BY THESE TERMS, OR ARE NOT LEGALLY QUALIFIED TO ENTER INTO CONTRACTS, YOU MUST NOT USE THE SERVICES AND MUST LEAVE THE WEBSITE.

These Terms are subject to change. If you continue to access and use the Services after these Terms change, you agree to be bound by such changes. Any changes will be effective immediately upon posting. Please check these Terms for changes periodically.

You must be of legal age to form a binding contract to accept these Terms. A parent or a legal guardian must accept these Terms on behalf of a minor (anyone under 18 years of age). No part of the Services is directed to persons under the age of 13. Any use of or access to the Services by anyone under the age of 13 is strictly prohibited.

Your privacy is important to us. By accessing and using the Services, you agree to the collection, use, storage, and disclosure of your personal information as set forth in our Privacy Policy. The Privacy Policy explains how we treat your personal data and is incorporated into these Terms by reference. Please read the Privacy Policy carefully.

Services

The “Service” means the website located at my.learn.co, as well as the information, text, curricula, apps and software, and other products and services (collectively, the “Services”) made available through the website or used in connection with the services provided by us.

User Accounts

In order to use some parts of the Service, you must create an account. You understand and agree that all information provided by you must be accurate, current and complete and you represent and warrant that you will maintain and update your information as needed. You are solely responsible for the activity that occurs on your account and for monitoring your account for any breach of security or unauthorized use. If you become aware of any unauthorized use of your account and/or security breach, you must immediately notify us. You understand and agree that we will not be liable for any loss or damage arising from unauthorized use of your credentials.

Code of Conduct

- As a condition of accessing the Services, you agree not to use the Services for any purpose that is prohibited by these Terms or by applicable law. Users are expected to treat each other and faculty fairly, honestly with dignity and respect.
- Physical and sexual harassment will not be tolerated. Physical harassment includes threats of violence or violence towards another person, such as shoving, punching, or aggressively invading another's personal space. Sexual harassment includes any unwelcome sexual conduct (including sexual advances, requests for sexual favors and other verbal and physical

conduct of a sexual nature) that is either made as a condition of being a student or that creates an offensive, intimidating or hostile environment.

- Verbal harassment will not be tolerated. Verbal harassment is verbal communication that denigrates or shows hostility toward an individual that creates an intimidating, hostile, or offensive working environment for an individual because of his/her sex, race, color, religion, national origin, age, genetic information, disability or any other protected class. Verbal harassment may include, inter alia, epithets, slurs, jokes, or other verbal or physical conduct relating to an individual's sex, race, color, religion, national origin, age, disability, or any other protected class.
- Repeated and purposeful use of inadvertently exclusionary language and behavior will not be tolerated. This behavior is harder to pinpoint, but can be just as damaging as harassment, particularly if it occurs frequently. Exclusionary language and behavior, sometimes referred to as microaggressions, result when one person has an internalized bias and interacts with others in a derogatory or even subtly derogatory way.
- Users are expected to use the Services with the utmost transparency and honesty. This means cheating, plagiarism or any unauthorized assistance is strictly forbidden. Users suspected of violating this policy may have their access to the Services removed.
- We do not discriminate against students or potential students on the basis of actual or perceived age, marital or partnership status, pregnancy, maternity, caregiver status, race (including color, nationality, ethnicity or national origin), religion, creed, belief, sex (gender), gender reassignment, sexual orientation, veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability, or any other applicable legally protected status.

If you believe that a User has violated this Code of Conduct, notify the instructor(s) of your course. If the issue is not resolved by the instructor, contact Liz Deacon at Liz.Deacon@ice.cam.ac.uk.

Our Content

Subject to your compliance with these Terms, we hereby grant you a limited, revocable, personal, worldwide, non-exclusive, non-transferable, non-sublicensable license to use the Services at your location solely for your personal, noncommercial use and as permitted hereunder. You must abide by all copyright notices or restrictions contained on the Services. This license is for a single individual student authorized to access the Services.

All content or other materials that constitute, or are available through, the Services, including but not limited to online lectures, speeches, video lessons, quizzes, presentation materials, work assignments, programming assignments, programs, code, other images, text, layouts, arrangements, displays, illustrations, documents, materials, audio and video clips, HTML and files (collectively, the "**Content**"), are the property of us and/or our affiliates or licensors and are protected by copyright, patent and/or other proprietary intellectual property rights under United States and foreign law. Use of our Content for any purpose not expressly permitted by these Terms is strictly prohibited.

Our logos, trademarks and service marks which may appear on the Services ("**Marks**"), are the property of us and are protected under United States and foreign laws. All other trademarks, service marks and logos used through the Services, with or without attribution, are the trademarks, service marks or logos of their respective owners. In addition, elements of the Services are protected by trade dress and other federal and state intellectual property laws and may not be copied,

reproduced, downloaded or distributed in any way in whole or in part without our express written consent.

Except as otherwise expressly permitted in these Terms, you may not copy, sell, display, reproduce, publish, modify, create derivative works from, transfer, distribute or otherwise commercially exploit in any manner, the Services or any Content. You may not reverse-engineer, decompile, disassemble or otherwise access the source code for any software that may be used to operate the Services. From time to time, we may include software, code, instructions, or other such information in the Content or materials for the Services; any such information is provided on an "as-is" basis for instructional purposes only and is subject to the Disclaimer of Warranties and Limitation of Liability sections below and other terms herein. Any use of such information for commercial purposes is strictly prohibited. We and/or our affiliates and licensors reserve all rights not expressly granted herein to the Services, any Content, and Marks.

You may choose to submit comments, feedback or ideas ("Feedback") about the Services, including without limitation about how to improve the Services. By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restrictions and will not place us under any fiduciary or other obligations, and that we are free to use the Feedback without any compensation to you, and/or to disclose Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your Feedback, we do not waive any rights to use similar or related Feedback previously known to us, or developed by its employees, or obtained from sources other than you.

User Content

We may now, or in the future, permit and provide you with the ability to upload files, User posts and discussions, profile pages, and other content and media for social interaction, or certain information, text, graphics, notes, questions, comments, images, videos or other communications and materials (collectively, "User Content"). You are solely responsible for User Content you post to the Services and the consequences of posting or publishing such User Content.

With respect to any User Content you submit to us, or that is otherwise made available to us, you hereby grant us an irrevocable, worldwide, perpetual, royalty-free and non-exclusive license to use, distribute, reproduce, publish, modify, translate, adapt, publicly perform, publicly display and make derivative works of all such User Content through the Services or otherwise exploit the User Content and your name, personal information, voice, and/or likeness as contained in your User Content, in whole or in part, with the right to sublicense such rights (to multiple tiers), for any purpose (including for any commercial purpose) in any media channels (now known or hereafter developed). In addition, by submitting or distributing User Content through the Services, you hereby grant to each User of the Services a non-exclusive royalty-free license to access and use your User Content.

Additionally, you represent and warrant that (a) you have all necessary rights, licenses and/or clearances to provide such User Content and permit us to use such User Content as provided above, (b) such User Content is accurate and reasonably complete, (c) as between you and us, you shall be responsible for the payment of any third party fees related to the provision and use of such User Content, (d) such User Content does not and will not infringe or misappropriate any third party rights, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, or constitute a fraudulent statement or misrepresentation or unfair business practices, (e) such User Content does not and will not slander, defame, libel, or invade the right of privacy, publicity, or other property right of any other

person, and (f) such User Content does not contain any viruses, adware, spyware, worms, or other malicious code.

You also agree to comply with all applicable federal, state, local and foreign treaties, laws, codes, regulations and rules including but not limited to such treaties, laws, codes, regulations and rules regarding online conduct and acceptable content. Among other things, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. Whether you terminate your account, or we remove or delete your account, the User Content or the third-party links submitted by you may remain on our servers, at our discretion, and may be used by us or other Users of the Services.

Users may include links to third-party websites in User Content as long as the content of such websites does not violate these Terms. We are not responsible for the availability or the content of linked websites, including the advertising, products or other material thereon.

You are responsible for evaluating all User Content including for accuracy, completeness, reliability and appropriateness, and bear all risk of using such User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate, or otherwise unsuited to your purpose. We will not be liable for any damages that may result from the submission or use of any User Content by you or another User. You assume the risk of such communications, and we have no liability related to the content or use of any such communications.

We may, but are not obligated to, monitor or review any Services and User Content where Users communicate solely with other Users, including but not limited to chat rooms, live chats, bulletin boards, message boards or other User forums, and the content of any such communications. We reserve the right to remove any User Content at any time and for any reason. You acknowledge and agree that your storage of any data on our servers is at your sole risk. We also reserve the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce these Terms, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to User support requests, or (e) protect the rights, property or safety of us, our Users and the public.

[Copyright Policy and Digital Millennium Copyright Act](#)

We respect the intellectual property rights of others, and we expect Users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your product or other work has been misrepresented or used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide us with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the product, copyright or other intellectual property interest; (b) a description of the product, work or other intellectual property that you claim has been misrepresented or infringed; (c) a description of where the material that you claim is misrepresenting or infringing your product, work or other intellectual property is located on the Services; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the product, work, copyright or intellectual property, or its agent, or applicable law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the product, work, copyright or intellectual property owner or authorized to act on such owner's behalf.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice.

Our Copyright Agent for notices (and counter-notices) of disputes or claims of copyright or other intellectual property infringement can be reached as follows:

Flatiron School LLC

Legal Department

11 Broadway, 2nd Floor

New York, NY 10004

[Additional Terms](#)

Please note that certain Services may have additional terms and conditions (e.g., pricing and payment terms) that apply solely to those particular Services (“Supplemental Terms”). These Supplemental Terms, which are disclosed on the landing page (or product page) for the applicable Service (and/or at the point of sale and on the electronic credit card authorization form), are hereby expressly incorporated into these Terms and, in the event of a conflict, prevail over these Terms. You must also agree to such Supplemental Terms before you will be permitted to access and use such Services.

The Services may also contain links to third-party websites or resources, and those links may contain content or offer products and/or services for sale. The third-party links do not create or imply any relationship or partnership between us and the operators of such linked websites. We do not author, edit, control, or monitor these links. You acknowledge and agree that we are not responsible or liable for: (a) the availability or accuracy of such websites or resources; (b) the content, products, or services on or available from such websites or resources; or (c) the protection of the privacy of personal information on such websites or resources. Links to such websites or resources do not imply any endorsement by us of such websites or resources or the content, products, or services available from such websites or resources. We may remove such links at any time for any reason or for no reason. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. You also understand that these Terms and our Privacy Policy do not apply to any third-party websites, and each third-party site has its own terms of use and privacy policy completely independent from us.

WE WILL NOT BE LIABLE FOR ANY TRANSACTIONS CONDUCTED BY YOU WITH THIRD PARTIES THROUGH THE LINKED SITES OR FOR ANY DAMAGES ARISING FROM THE REPRESENTATIONS OR INFORMATION PROVIDED ON SUCH LINKED SITES.

Services Availability and Limitations

You acknowledge and agree that our Services, whether paid or free, are not available at all times, and that certain usage limits may apply. We may modify or discontinue all or part of the Services at its sole discretion.

The Services are controlled and operated from facilities in the United States. We make no representation that the Services are appropriate or available for Users in other locations. Unless otherwise explicitly stated, all Services are solely directed to individuals, companies, or other entities located in the United States.

Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICES AND ALL CONTENT ARE AT YOUR SOLE RISK AND RESPONSIBILITY. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND THE ENTIRE RISK FOR YOUR USE OF THE SERVICES AND CONTENT.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND AFFILIATES (COLLECTIVELY, THE "RELEASED ENTITIES") DO NOT WARRANT THAT: (A) THE SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE SERVICES OR CONTENT WILL NOT EXPERIENCE OUTAGES OR OTHERWISE BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE SERVICES OR CONTENT WILL BE ACCURATE, COMPLETE, CURRENT, COMPLETELY SECURE OR RELIABLE, (D) DEFECTS IN OR ON THE SERVICES OR CONTENT WILL BE CORRECTED, (E) THE SERVICES OR CONTENT WILL NOT CAUSE ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES OR ANY CONTENT, AND THAT (F) THERE WILL BE NO DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY SERVICES OR CONTENT AND OTHER COMMUNICATIONS. YOU ASSUME ALL RISK OF PERSONAL INJURY (INCLUDING DEATH AND DAMAGE TO PERSONAL PROPERTY) AND OTHER DAMAGES SUSTAINED FROM USE OF THE ONLINE COURSES, CONTENT AND OTHER SERVICES.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OUR SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ANY OF THE RELEASED ENTITIES OR THROUGH ITS SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO THE USER OR ANY THIRD PARTY WITH RESPECT TO THE SERVICES AND/OR ANY OTHER SUBJECT MATTER ADDRESSED BY THESE TERMS OF USE (INCLUDING ANY SUPPLEMENTAL TERMS) (INCLUDING, WITHOUT LIMITATION, ANY BREACH OF SECURITY OR DATA LOSS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, LOSS OR INACCURACY OF DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICES; (C) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (D) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (E) (F) ERRORS OR OMISSIONS IN ANY

CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (G) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

OUR (AND THE OTHER RELEASED ENTITIES') TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES AND/OR THESE TERMS OF USE (INCLUDING ANY SUPPLEMENTAL TERMS) WILL NOT EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (\$100) OR THE AMOUNT OF FEES RECEIVED BY US FROM THE COMPLAINING USER FOR THE USE OF THE SERVICES. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT EXPAND OR INCREASE THE FOREGOING LIMITATION. THE PARTIES ACKNOWLEDGE THAT THIS CLAUSE REFLECTS THE AGREED UPON REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT WE WOULD NOT ENTER INTO THESE TERMS OF USE OR MAKE THE SERVICES OR CONTENT AVAILABLE TO USER WITHOUT THESE LIMITATIONS ON LIABILITY.

Indemnification

You agree to indemnify, defend and hold harmless us (and the other Flatiron Entities) from any and all claims, causes of action, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, made or incurred by any third party relating to or arising out of (a) your use or attempted use of the Services or any Content provided through the Services in violation of these Terms (including any applicable Supplemental Terms), (b) your violation of any laws, rules, or regulations, or rights of any third party, (c) any of your User Content, or information that you post or otherwise make available on the Services, including without limitation any claim of infringement of intellectual property or other proprietary rights, or (d) any breach by you of the representations, warranties, and covenants made in these Terms (including any applicable Supplemental Terms).

Termination of Rights

You agree that we, in our sole discretion, may deactivate your account or otherwise terminate your use of the Services for any reason, including, without limitation, if we believe that you have: (a) breached these Terms (including any applicable Supplemental Terms); or (b) infringed the intellectual property rights of a third party. You agree that any deactivation or termination of your access to the Services may be effected without prior notice to you and that we shall not be liable to you nor any third party for any termination of your account. You also acknowledge that we may delete or retain and store your information on our systems notwithstanding any termination of your account. You further acknowledge that our rights to deactivate or terminate your use of the Services are not our sole remedy and that we may also seek other further relief under law or equity.

Governing Law

These Terms (including any applicable Supplemental Terms) and the interpretation of these Terms (including any applicable Supplemental Terms) shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rules. Any action brought in connection with these Terms shall be brought exclusively in the state or federal courts of the City of New York, State of New York.

Agreement to Arbitrate

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. THIS SECTION WAIVES YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

You waive all rights to trial before a jury in any action or proceeding arising out of or relating to these Terms (including any applicable Supplemental Terms), the Services, or otherwise arising between us, including, without limitation, any User's statutorily created or protected rights. With the exception of any action or proceeding brought by us in which injunctive relief is sought, any controversy or claim arising out of or relating to these Terms (including any applicable Supplemental Terms) and/or the Services shall be settled exclusively by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. This waiver applies to class arbitration and the arbitrator(s) may not consolidate more than one person's claim. With the exception of any claim by us for indemnification, under no circumstances is an arbitrator authorized to issue an award for, and you hereby waive all rights to claim, punitive damages, liquidated damages, incidental or consequential damages, or attorneys' fees. The arbitration shall be conducted in the State of New York, City of New York, unless the Parties agree otherwise. You hereby acknowledge that you understand the terms of the arbitration clause, and agree to comply with all of its terms and provisions.

Assignment

We may freely transfer or assign any portion of its rights or delegate its obligations under these Terms (including any applicable Supplemental Terms). You shall not transfer or assign, by operation of law or otherwise, any portion of your rights or delegate your obligations under these Terms (including any applicable Supplemental Terms) without our prior written consent. Any attempted transfer or assignment in violation hereof will be null and void.

Entire Agreement/Severability

These Terms (including any applicable Supplemental Terms) are the entire and exclusive agreement between you and us regarding the Services, and supersede and replace any prior agreements between you and us regarding the Services. If any provision of these Terms (including any applicable Supplemental Terms) is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the other provisions, and shall not affect the validity and enforceability of any remaining provisions.

No Waiver

Any delay or failure on the part of us to enforce any rights under these Terms (including any applicable Supplemental Terms) to which we may be entitled shall not, in any event, be construed as a waiver of the right and privilege to do so at any subsequent time.

Last updated: April 2022