

Acceptable Use Policy | Terms of Service

All users of the [COLĒGIA](#) Platform shall comply with the COLĒGIA's Acceptable Use Policies as well as all provisions outlined in the COLĒGIA Terms of Service and COLĒGIA Privacy Policy. ALL USE OF THE PLATFORM AND SERVICES IS MONITORED BY COLĒGIA AND IS NOT PRIVATE OR CONFIDENTIAL. When using the Platform and Services, users shall not bully, harass, threaten, invade the privacy of, or make any offensive or hateful comments towards others. Transmitting any content that is unlawful, is sexually explicit or pornographic, or infringes on the rights (including copyrights) of any third parties is strictly prohibited.

We do not collect any personal information from you unless you voluntarily provide it to us or it is provided to us by your school, school district, or higher educational institution. When you sign up to become a user of the Site (a "User"), you will be asked to provide us with certain personal information, such as your first name, last name, and e-mail address. We may also receive, and you consent to our receipt of, additional personal information from your student's school, school district, or higher education institution in order to provide the Services, such as academic and student/staff records, attendance, course information, grades, test results, student ID, school name, and related performance data. In the Privacy Policy, we refer to all of the information referenced in this paragraph as "Personal Information."

In particular, you consent to our receipt of Personal Information from your school, your school's School Board, any higher education institution or other institution authorized by your school to share Personal Information with us. Disclosure of this Personal Information is made at the request of your school's Governing Board and not the School Board. Receipt of these records is authorized under the Family Educational Rights and Privacy Act (FERPA), a federal law that regulates the privacy of student records, and we are subject to all of the same conditions regarding the use and protection of said records as all school officials, as further provided in 34 CFR §99.33. As a contractor for your school, we receive these disclosures on the same basis as school officials employed by your school and are under the direct control of your school in our use of these records. Consistent with FERPA, we confirm that we have a legitimate educational interest in receiving these records in that they are needed to perform the services contracted by your school. Our use of these records shall be strictly limited to fulfilling the performance of those services. Accordingly, your Personal Information shall not be re-disclosed by us for any reason without the express written consent of a parent or an eligible student (defined as a student who is either eighteen years of age or older or is enrolled in a postsecondary institution) in accordance with the provisions of 34 CFR §99.30(b), or unless your school has authorized the re-disclosure under, and in full accordance with, an applicable FERPA exception. Furthermore, if our agreement with your school is terminated and we are no longer performing services for your school, we will destroy the applicable student records contained in our systems.

IMPORTANT: BY ACCESSING AND/OR USING THE COLĒGIA PLATFORM (THE "PLATFORM") AND ITS ASSOCIATED APPLICATIONS, YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING TERMS:

- A. COLĒGIA TERMS OF SERVICE
- B. COLĒGIA PRIVACY POLICY
- C. NOTICES FROM COLĒGIA

COLEGIA LLC ("COLĒGIA")

TERMS OF SERVICE

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY BEFORE USING OR ACCESSING THE

PLATFORM ON YOUR OR ANY DEVICE OR DOWNLOADING ANY SOFTWARE ACCOMPANYING THE PLATFORM OR THESE TERMS. BY USING OR ACCESSING THE PLATFORM ON YOUR OR ANY DEVICE OR DOWNLOADING ANY SOFTWARE ACCOMPANYING THE PLATFORM, YOU ARE AGREEING TO BE BOUND BY THE TERMS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE OR ACCESS THE PLATFORM ON YOUR OR ANY DEVICE OR DOWNLOAD ANY SOFTWARE ACCOMPANYING THE PLATFORM.

Last Updated: January 30, 2023

This Terms of Service Agreement is a binding, legal document between Colegia LLC ("COLĒGIA"), its subsidiaries, parent companies, and affiliates (collectively, "Company," "We," "Us"), and you governing the use of our COLĒGIA website and platform.

1. GENERAL

Company provides its COLĒGIA platform, website, and services (collectively, the "Services") to you under the Terms of Service and corresponding Privacy Policy. By accessing, registering for, or using our Services, you agree to the following terms, conditions, policies, guidelines, and amendments listed below (the "Terms" or the "Agreement") and all applicable laws. You are only allowed to use our Platform and Services if you agree to our Terms and corresponding Privacy Policy. If you do not agree to these documents, you must not access or utilize our application or use our Services. Company reserves the right to exclude you from the Platform and Services if you (or any of your users) breach these Terms, or for any other reason.

2. AGE REQUIREMENT

By agreeing to this Agreement, you affirm that you are old enough to form a binding, legal contract with Company (usually, this age is 18 years old). Otherwise, if you are younger than the age to form a valid, legal contract with us, you must get your parent or guardian's permission to use our Services. It is very important that you read these Terms and Privacy Policy with your parent or guardian to understand the rules of conduct that correspond with the Services. IF YOU ARE YOUNGER THAN THE AGE REQUIRED TO FORM A VALID CONTRACT, AND DO NOT READ THESE TERMS AND PRIVACY POLICY WITH YOUR PARENT AND/OR GUARDIAN, OR YOUR PARENT AND/OR GUARDIAN DO NOT AGREE TO THE TERMS AND PRIVACY POLICY, DO NOT USE OR ACCESS THE PLATFORM OR SERVICES ON YOUR OR ANY DEVICE OR DOWNLOAD ANY SOFTWARE ACCOMPANYING THE PLATFORM OR SERVICES.

3. PRIVACY POLICY

In addition to the Terms on this page, we have also incorporated a Privacy Policy to this Agreement. Our Privacy Policy lists general information practices. Our Privacy Policy can be found by [clicking here](#). By agreeing to these Terms, you also expressly accept the terms of our Privacy Policy.

4. AUTHORIZATION OF USE

Subject to these Terms, Company hereby grants you a limited, non-exclusive license to use the Platform and Services for your own private and domestic use only. Company may revoke this license at any time and you cannot transfer or sub-license this license to others. If, at any time during your use of the Platform or Services, it is not clear that any aspect of your use of the Platform or Services would be permitted where you live, you agree to cease use immediately. You must also:

- (a) not use the Platform or Services for any illegal or unauthorized purpose;
- (b) not violate or infringe the rights of any third party,
- (c) indemnify and hold harmless Company, Academica Corporation, and their respective agents, directors, officers, employees, contractors, contracted schools and charter management organizations, and partners (to the fullest extent allowable by law) for all claims relating to your use of the Platform or Services,
- (d) not use the Platform or Services on any device (such as computers, smartphones, or tables) that you do not own or exclusively control.

You agree to use the Platform and the Services in compliance with all applicable laws, including local laws of the country or region in which you reside or in which you access or use the Platform or Services. You acknowledge and agree that you are expressly prohibited from using, accessing, generating or otherwise encountering content that may

be deemed offensive, indecent, or objectionable, or which may or may not be identified as having explicit language. You understand that by using the Platform and any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Platform and Services at your sole risk and that COLÉGIA, its affiliates, agents, principals, or licensors shall have no liability to you for content that may be found to be offensive, indecent, or objectionable.

5. INTELLECTUAL PROPERTY

You are receiving a limited license to use the Platform and Services as described in these Terms. You acknowledge that Company owns or is a licensee to all intellectual and other property rights regarding the technology underlying the Platform and Services and reserves those rights. As part of this license, you agree that you will respect the intellectual property and other rights of Company. This means that you agree not to:

- (a) modify, reverse engineer (or permit others to reverse engineer), decompile, or disassemble the Services;
- (b) transfer the Platform or Services to third parties or rent, lend, publicly perform, present, broadcast or distribute the Platform or Services to others;
- (c) copy any user manuals, help features, or other documentation related to the Platform or Services;
- (d) make derivative works of the Platform or Services.
- (e) use Company's trademarks, trade names, logos, or other brand features or any copyrighted material associated with Company without Company's consent.

6. TERM

Once you have activated the Platform and Services, your access to the Platform and Services shall continue unless it is terminated/cancelled by you or by Company as described in this Section or as otherwise noted in these Terms. In the event of such termination/cancellation, your right to use the Platform and Services will stop immediately. We may retain such user content for the limited purposes of compliance with Company's backup protocols or to meet legal obligations.

You may cancel your account at any time using the cancellation methods provided by Company or by addressing cancellation requests to info@colegia.org. Company has the right, at its sole discretion and without cause or notice to you, to cancel your account, terminate these Terms, or otherwise suspend or block your access to the Platform or Services. Furthermore, Company shall also have the right to cancel your account if you fail to abide by the Terms or otherwise violate any policy of the Platform or Services.

7. USE OF PLATFORMS AND SERVICES AND ACCEPTABLE USE POLICIES

The COLÉGIA Platform and Services provide users with a website and platform that enables users to access select third-party education platforms, resources, and applications through a single dashboard while also providing direct links to the user's virtual classrooms, e-mail, calendar applications, which are also provided via third parties. To be able to access the Platform and Services, you must register, follow COLÉGIA's account registration procedures, and agree to these Terms. You agree that all of the information you provide for your account will be correct, complete, and accurate at all times. Use of the Platform and Services requires a unique user name and password combination. You will be provided a User ID and password or set of passwords to access the Platform and Services. Your User ID is also required to access apps through the Platform and Services in addition to certain features of the Platform and Services. You agree to keep your User ID and password(s) confidential. If you become aware of any unauthorized use of your password(s), you agree to notify Company immediately.

Using or accessing the Platform or Services in some circumstances can distract you and may cause a dangerous situation (for example, avoid using the Platform or Services while driving a car or using headphones while riding a bicycle). By using or accessing the Platform or Services, you agree that you are responsible for observing rules that prohibit or restrict the use of mobile phones or headphones.

You acknowledge that connectivity services (internet, ethernet, Wi-Fi or cellular data connection) may be required to access or use the Platform and Services. You acknowledge that the Platform and Services and many features and apps transmit data and could impact charges to your data plan, and that you are responsible for any such charges.

All of your activity and any Information that you access or transmit from your devices (on which the platform is installed) to the Platform and Services shall be monitored and stored by Company. Company will collect this information, but the users solely own the information and are solely responsible for any user information or other content that is transmitted to the Platform or Services. You, on your own behalf and on behalf of your users, grant us an irrevocable, royalty-free, worldwide, and non-exclusive license to store this information and content on our servers to perform the Services or otherwise in accordance with these Terms. Company agrees to keep your content confidential and protect your content from unauthorized disclosure, except when doing so is required by law.

As part of your use of the Platform and Services, you may engage in activities in which you interact and communicate with other users. “User Activities” refer to all information, data, text, software, music, sound, photographs, graphics, video, audio, messages, tags, or other materials—whether publicly posted or privately transmitted on the Services or on a third party platform, resource, or application linked to the Platform or Services. When engaging in User Activities, we require that you adhere to generally accepted rules of etiquette and standards of behavior. By using the Platform or Services, you agree that your User Activities will not involve anything that is, or could appear to be:

- Threatening, bullying, harmful, stalking another user, harassing, hateful;
- Racially, ethnically, or otherwise objectionable;
- Offensive language;
- Untrue, misleading, libelous, invasive to another person’s privacy or protected data; • Pornographic, sexually explicit, unlawful or plagiarized;
- Infringing or allegedly infringing on a third party’s intellectual property rights, including patent, trade secret, copyright, trademark, right of publicity or other proprietary rights;
- Anything that you do not have the legal right to transmit;
- Anything that you are legally bound not to disclose under contractual or fiduciary relationships including, but not limited to, inside information or proprietary and confidential business information;
- Unsolicited, undisclosed, or unauthorized advertising;
- Software viruses or any other malicious computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunication equipment;
- Data or information obtained by the unauthorized access of another’s computer or account with which such a posting or submission would constitute unauthorized use; or
- Any other post or submission that violates applicable local, state, national or international law, regulation or statute.

Company takes conduct and use violations very seriously. If you use the Platform or Services in a prohibited way listed above, or if you use the Platform or Services in a way that Company deems to be unacceptable, it will result in immediate account suspension or cancellation and the possibility that Company will pursue criminal charges or civil remedies without providing advance notice.

8. THIRD PARTY ACKNOWLEDGMENTS

Portions of the Platform or Services may utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the electronic documentation for each third party software or service, and your use of such material is governed by their respective terms. Use of the Platform and Services may require you to access certain third party software applications, services or websites (“Third Party Apps”). You expressly consent to and authorize the Platform and Services to access and use these Third Party Apps on your behalf to the extent necessary. Certain Services may display, include or make available content, data, information, applications or materials from third parties (“Third Party Materials”) or provide links to certain third party web sites. By using the Services, you acknowledge and agree that COLÉGIA is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. COLÉGIA, its officers, affiliates and subsidiaries do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you.

You agree not to upload, post, e-mail, transmit, share or otherwise make available any material that is offensive, inappropriate or for any unlawful or illegal activity. You further agree not to interfere with, disrupt, or create an undue

burden on servers or networks connected to the Platform or Services or any Third Party Apps or violate the regulations, policies or procedures of such networks or Third Party Apps. To the extent that the Platform or Services accesses any Third Party Apps, COLÉGIA has no express or implied obligation to provide any technical or other support for such Third Party Apps. Please contact the appropriate software vendor, manufacturer or service provider directly for technical support and customer service related to its software, service, website and/or products. YOU AGREE YOU SHALL BE BOUND BY, AND AGREE TO COMPLY WITH, ALL APPLICABLE TERMS OF SERVICE OR OTHER AGREEMENTS FOR SUCH THIRD PARTY APPS WHEN USING THE PLATFORM OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT ALL USE COMPLIES WITH THE APPLICABLE TERMS FOR EACH THIRD PARTY APP USED. COLÉGIA DOES NOT GUARANTEE IN ANY WAY THAT THE PLATFORM OR SERVICES COMPLY WITH THE TERMS FOR ANY THIRD PARTY APPS AND COLÉGIA IS NOT RESPONSIBLE FOR ANY THIRD PARTY APPS.

Any User Activities are the sole responsibility of the user who engaged in them. Your access to the Platform and Services and User Activities are AT YOUR OWN RISK. Company cannot be held responsible for any damage resulting from errors or omissions in User Activities or any damage that is suffered as a result. We are not responsible for controlling or supervising User Activities or other user content unless required by applicable law. However, Company does reserve the right to remove any user content if it violates the law or any third-party rights or otherwise violates these Terms.

9. PROVISION OF SERVICES

Company will work reasonably to keep the Services and Platform available to you at all times. However, the Platform and Services may be subject to limitations, delays, and other problems resulting from the use of Internet and electronic communications. Company may also engage in maintenance from time to time that may result from limitations in the Services. Support and capacity issues may also result in the Platform and Services being temporarily limited or delayed. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE TO USERS RESULTING FROM ANY OF THE OCCURRENCES OUTLINED IN THIS SECTION.

As you and your users access the Platform and Services, you will encounter links to third party websites. You understand that Company has no control over third party sites. Company makes no representation nor accepts any responsibility over such sites. COLÉGIA makes no representation that such Platform and Services and Third Party Materials are appropriate or available for use in any particular location. To the extent you choose to use or access such Platform and Services and Third Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws and privacy and data collection laws. COLÉGIA may also impose limits on the use of or access to the Platform and Services, in any case and without notice or liability.

You authorize us to also collect general statistical information about the use of the Platform and Services for the purpose of allowing us to improve our platform. Our Services and the servers that make the Company platform and website available may not be located in the country where you live and are governed by U.S. Law. By using the Services, you agree to the transfer, collection, processing and use of data by Company.

10. LIMITATION OF LIABILITY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE COLÉGIA PLATFORM AND ANY SERVICES PERFORMED BY OR ACCESSED THROUGH THE COLÉGIA PLATFORM IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COLÉGIA PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND COLÉGIA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PLATFORM AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with our Services is to request that your user profiles be deleted and to stop using the Services.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY, ACADEMICA CORPORATION, OR ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, CONTRACTORS, CONTRACTED SCHOOLS OR CHARTER MANAGEMENT ORGANIZATIONS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY PERSONAL INJURY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL INCLUDING, WITHOUT LIMITATION, DAMAGES FOR CORRUPTION OR LOSS OF USE, DATA, BUSINESS, OR PROFITS, FAILURE TO TRANSMIT OR RECEIVE ANY DATA (INCLUDING WITHOUT LIMITATION COURSE INSTRUCTIONS, ASSIGNMENTS AND MATERIALS) DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE PLATFORM OR SERVICES OR ANY THIRD PARTY APP OR THIRD PARTY SERVICE IN CONJUNCTION WITH THE PLATFORM OR SERVICES, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER COMPANY HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. WARRANTY DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES, CONDITIONS, REPRESENTATIONS, OR GUARANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA. YOU AGREE THAT YOUR USE OF COMPANY'S SERVICES IS AT YOUR SOLE RISK AND NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AN AUTHORIZED REPRESENTATIVE OF COMPANY WILL CREATE A WARRANTY. COLÈGIA DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE COLÈGIA PLATFORM AND SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE COLÈGIA PLATFORM WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE COLÈGIA PLATFORM AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE COLÈGIA PLATFORM OR SERVICES WILL BE CORRECTED, OR THAT THE COLÈGIA PLATFORM WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. Some states and/or jurisdictions do not allow the exclusion of implied warranties or for liability limitations to be placed on certain types of damages (including incidental or consequential damages). Nothing in this Agreement is intended to exclude or limit any condition, warranty, right or liability that may not be lawfully excluded or limited.

12. NOTICE OF CHANGES

You agree that Company may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on Company's website.

13. INDEMNIFICATION

You agree to indemnify Company, Academica Corporation, and their respective agents, directors, officers, employees, contractors, contracted schools and charter management organizations, and partners against any loss, liability or cost arising out of your breach of any of these Terms or of any applicable laws, rules or regulations or any third party rights in connection with your use of the Services.

14. MISCELLANEOUS

You agree that, except as otherwise expressly provided in these Terms, there will not be third party beneficiaries to the Terms. You acknowledge and agree that no joint venture, partnership, employment, or agency relationship is intended or created between you and Company by these Terms.

The Terms of Service and Privacy Policy (including any policies, guidelines or amendments that may be presented to you from time to time) constitute the entire agreement between you and Company and govern your use of the Services, superseding any prior agreements between you and Company for the use of the Services. You also may be subject to additional terms and conditions, rules, regulations, and applicable law that may apply when you use or purchase certain other updates. The provisions limiting Company's liability will survive the expiration or termination of

this Agreement.

The Terms and the relationship between you and Company are governed by the laws of the State of Florida (excluding its choice of law rules). You and Company agree to submit to the personal and exclusive jurisdiction of the courts located within Miami-Dade County, Florida. In any such action, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. Company may assign or transfer (whether by merger, reorganization, consolidation, Intellectual Property or otherwise) these Terms or any obligation incurred under these Terms. Company may assign these Terms without your consent to a subsidiary or affiliated company that currently exists or that may be created in the future. These Terms will be binding upon and inure to the benefit of the parties and their respective successors.

If any provision of these Terms is illegal or unenforceable, that provision is severed from these Terms and the other provisions remain in force. If Company does not enforce any right or provision in these Terms, it does not create a waiver of these rights of provisions unless they are acknowledged or agreed by Company in writing.

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 Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

15. NOTICES FROM COLÈGIA

If you have any questions regarding Company, these Terms of Service, our Privacy Policy, or any other additional information, please email us at info@colegia.org. If COLÈGIA needs to contact you about your account or use of the Services, you consent to receive the notices by email. You agree that any such notices that we send you electronically will satisfy any legal communication requirements.