

# KNOVVA ACADEMY TERMS AND CONDITIONS

Effective Date: July 9, 2024

## WELCOME TO KNOVVA!

Knowva Academy Foundation's ("Knowva", "we," "us," "our") policies are designed to create a safe and fair environment for all Knowva members ("Member(s)," "you," "your(s)"). You can use the Site to learn and connect with others and share and discuss ideas. Learning what's allowed can help you avoid unintentionally breaking the rules and helps everyone in encouraging reliable and trustworthy Members.

PLEASE READ THESE TERMS AND CONDITIONS ("TERMS"), OUR PRIVACY POLICY, AND ALL OTHER KNOVVA POLICIES CAREFULLY. THESE ARE LEGALLY BINDING AGREEMENTS THAT CONTROL YOUR ACCESS TO AND USE OF THE KNOVVA WEBSITE, MOBILE APPLICATION(S), AND RELATED CONTENT (EACH INDIVIDUALLY OR TOGETHER THE "SITE") AND MAY AFFECT YOUR RIGHTS AND OBLIGATIONS. THESE TERMS OF SERVICE APPLY TO YOU IF (A) YOU ARE A USER OF THE SITE OVER THE AGE OF 18 (OR, IF NOT 18, THE APPLICABLE AGE OF MAJORITY IN YOUR JURISDICTION) OR (B) YOU ARE A PARENT OR GUARDIAN ENTERING INTO THESE TERMS OF SERVICE ON BEHALF OF A CHILD BETWEEN THE AGES OF 13-18 YEARS OF AGE WHO WILL BE A USER OF THE SITE. BY USING THIS SITE OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THESE TERMS, YOU (1) SIGNIFY YOUR AGREEMENT TO THE TERMS OF SERVICE, AND (2) AFFIRM THAT YOU FALL INTO EITHER CATEGORY (A) OR (B), ABOVE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE OR DO NOT FALL INTO CATEGORY (A) OR (B) ABOVE, PLEASE EXIT THIS SITE IMMEDIATELY, AS YOU ARE NOT AUTHORIZED TO USE THE KNOVVA SITE.

These Terms of Service contain a mandatory arbitration provision that requires the use of arbitration to resolve disputes, rather than jury trials or any other court proceedings of any kind.

You acknowledge that these Terms of Service are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. From time to time, these Terms of Service may be changed, expanded or amended, and may include the introduction of additional terms for certain Site features. Any changes to these Terms of Service may be made without notice and will be effective immediately upon posting on the Site, so please be sure to review them on a regular basis. The effective date appearing at the top of this page indicates when the latest changes were made to these Terms of Service.

### Your Acceptance

By using the Site, you represent that you have read and understand these Terms of Service and you agree to be bound by these Terms of Service and all other Knowva Policies governing the use of the Site.

### Your Account

When and if you register with the Site, you agree to (a) provide accurate, current, and complete information about yourself as prompted by our registration form (including your email address) and (b) maintain and update your information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right to terminate your access to and use of all or any portion of the Site.

As part of the registration process, you may be asked to select a username and password. We may refuse to grant you or require that you change, any username or password that you select in registering, including anything you select that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive or may cause confusion, as determined by us in our sole discretion. You will be responsible for the confidentiality and use or misuse of your username and password and agree not to share, transfer, or resell your use of or access to the Site to any third party. If you have reason to believe that your account with us is no longer secure, you must promptly notify us and change your username or password. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

### **Submission of Materials**

You hereby grant to Knowva a non-exclusive, royalty-free, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display any text, images, video, and/or any other information that you post on or in connection with the Site (each, individually or together, the "Content"). You may cancel this license at any time by removing such Content from the Site. However, such cancellation will not apply to any such deleted Content that is already in use by Knowva in any promotional or marketing materials at the time of deletion.

Subject to your compliance with these Terms, you are granted a limited, non-sublicensable, non-transferable, non-assignable, revocable, license to access and use this Site. This license does not include; (i) any resale or commercial use of the Site and all content and other materials on our Site (excluding Content that you post), including, but not limited to, our logo and all designs, text, graphics, pictures, information, data, software and the selection and arrangement thereof (each individually or together the "Site Materials") therein; (ii) the distribution, public performance or public display of any Site Materials; (iii) modifying or otherwise making any derivative uses of our Site and/or the Site Materials (or any portion thereof); (iv) use of any data mining, robots or similar data gathering or extraction methods; (v) downloading (other than the page caching) of any portion the Site or any information contained therein, except as expressly permitted by these Terms; or (vi) any use of the Site other than for its intended purpose.

KNOVVA welcomes and values your contributions to the Site in areas designated for contribution. In such areas, users may post reviews, comments and other content, so long as they adhere to KNOVVA's Code of Conduct listed below in our Terms and Conditions and our Privacy Policy.

Please note that, because we and our designees allow users to post reviews and other information on the Site and may in the future host other types of forums on the Site (collectively, the "Forums") and, therefore, redistribute materials you give to us, we require certain rights in those materials. Accordingly, by sending or transmitting to us reviews, comments, creative suggestions, ideas, notes, concepts, information or other materials (collectively, "Submissions"), or by posting such Submissions to any area of the Site, you hereby grant to us and our designees a worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right and license to reproduce, distribute (through multiple tiers), adapt, modify, edit, create derivative works of, perform and display (publicly or otherwise), make, have made, sell, offer for sale, import, analyze and otherwise use such Submissions, alone or as part of other works, in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without

additional consideration to you or any third party. None of the Submissions will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any Submissions. You also grant Knowva and its affiliates and sublicensees the right to use your name and/or the name that you submit in connection with such Submissions if we or they so choose, and expressly waive any and all claims to any rights of publicity, privacy or the like with respect to such use. You represent and warrant that you own or otherwise control all of the rights necessary to grant the licenses granted in this section, including with respect to the content in your Submissions; that the content in your Submissions is accurate, does not violate these Terms of Use and will not cause injury to any person or entity, including by violating of the rights of any such person or entity; and that you will indemnify Knowva or its affiliates or sublicensees for all claims resulting from Submissions you supply. Knowva takes no responsibility and assumes no liability for any Submissions posted by you or any third party, including if you make any of your personally identifiable information available through the Site.

Our Forums are designed to facilitate the exchange of information between users. Information, products, services and other materials available on our Forums are provided by our staff and other contributors, some of whom use anonymous screen names and are people not otherwise connected with Knowva ("Third Party Materials"). You acknowledge that a large volume of information, including Third Party Material, is available in our Forums and that people participating in such Forums occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, misleading or deceptive. We neither control, nor endorse, nor are we responsible for such messages or statements, or for any opinion, advice, information or other content or Third Party Materials made or displayed on the Site or Forums by third parties, whether such third parties are visitors to the Site, members of the Knowva community or others. The opinions expressed in the Forums reflect solely the opinion(s) of the participants and may not reflect the opinion(s) of Knowva. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information or Third Party Materials. Under no circumstances will we or our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on such information or Third Party Materials.

We have no obligation to monitor the Site or the Forums, or any Submissions or other materials (including Third Party Materials) that you or other third parties transmit or post on the Site or the Forums. You acknowledge and agree that we and our affiliates have the right (but not the obligation) to monitor or analyze your access to or use of the Site and the Forums and the materials you transmit or post, including Submissions; to evaluate, alter or remove any such materials (including, without limitation, any Submissions or postings to a Forum) before or after they appear in a Forum; to disclose such materials and the circumstances surrounding their transmission to any third party for any reason or purpose, including in order to operate the Site properly; to protect ourselves, our sponsors and our members and visitors; and to comply with legal obligations or governmental requests.

### **Materials On The Site And Related Rights And Restrictions**

The information and materials provided through this Site, including any data, text, photographs, graphics, images, music, audio and video clips, logos, icons, software, and links (collectively, the "Materials") are intended to educate and inform you. The Site is owned and operated by Knowva in conjunction with others pursuant to contractual arrangements, and the Materials (and any intellectual property and other rights relating thereto) are and will remain the property of Knowva and its licensors and suppliers. The Materials and the selection, compilation, collection, arrangement and assembly thereof are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. The Materials may be used solely to the extent necessary for your

authorized use of the Site, as provided in these Terms of Service or as expressly authorized in writing by Knowva or, if so indicated in writing by Knowva, its licensors or suppliers. Modification of the Materials or use of the Materials for any other purpose is a violation of our copyright and other proprietary rights and is strictly prohibited. We may change the Site or delete Materials or features at any time, in any way, for any or no reason. You acknowledge that you do not acquire any ownership rights by using the Site or the Materials.

Although Knowva strives to provide Materials that are both useful and accurate, laws, regulations, data and other information change frequently and are subject to varying interpretations. In addition, the facts and circumstances of every situation differ. Accordingly, although Knowva endeavors to use reasonable care in assembling the Materials, the Materials may not be up-to-date, accurate or complete. Further, the Materials should not be construed as professional advice on any subject matter, and availability or use of the Materials is not intended to create, and does not create, any professional services relationship.

The trademarks, logos and service marks displayed on this Site (collectively the “Trademarks”) are the registered and unregistered trademarks of Knowva, Knowva’s licensors and suppliers, and others. Our Trademarks include KNOWVA, KNOWVA ACADEMY, MG20, MODEL G20, and any associated logos. The Trademarks owned by Knowva, whether registered or unregistered, may not be used in connection with any product or service that is not Knowva’s, in any manner that is likely to cause confusion with Knowva or in any manner that disparages Knowva. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of Knowva, Knowva’s licensors or suppliers, or the third party owner of any such Trademark. Any use of the Trademarks, and all goodwill associated with such Trademarks, shall insure solely to the benefit of Knowva, Knowva’s licensors or suppliers, or the third party owner of such Trademarks.

Misuse of any Trademarks is prohibited, and Knowva will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings. See the section titled “Intellectual Property” below.

## **Content Policy**

You are free to post and delete your Content at any time. Upon such deletion, Knowva typically will remove your deleted Content from its servers within a commercially reasonable time, however, Knowva makes no commitment that it will be deleted immediately upon your removal of the content. Further, Knowva retains, and you hereby grant Knowva, the right to continue to use any such deleted Content that is already in use by Knowva in any promotional or marketing materials at the time of deletion. You may not post any Content that violates any applicable laws, rules, policies or regulations. You hereby agree not to post anything that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying our Site.

Subject to your compliance with these Terms of Service, and solely for so long as you are permitted by Knowva to use the Site, Knowva grants to you a limited license to access and make personal use of the Site (or any portion of the Site) to which we provide you access under these Terms of Service, on any single device. No portion of the Site may be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any commercial purpose. Use or downloading of any of the Materials is conditioned on acceptance of these Terms and any license agreements relating to such Materials, including agreements of third parties. By acquiring or using the Materials, you agree to such Terms. Any unauthorized use of this Site or any Materials automatically terminates any permission or license granted by Knowva. You are

granted a limited, revocable and nonexclusive right to create a hyperlink to the homepage of Knowva so long as the link does not portray Knowva, its affiliates or their products or services in a false, misleading, derogatory or otherwise offensive matter.

You agree to use our Site at your own risk and that you are solely responsible for your use of the Site and for the Content that you post. It is your responsibility to ensure that any Content that you post on the Site does not hurt or offend anyone or violate any applicable laws, rules, policies or regulations. In no case will Knowva be liable for any statements, representations, Knowva Member or third party content on the Site, or in any public forum, without limitation. Although we have no obligation to screen, edit or monitor any Knowva Member or Third Party Materials posted on the Site (see section titled, Content Accessible Through Links From This Site), we reserve the right, and have absolute discretion, to remove, screen or edit any such content posted or stored on the Site at any time and for any reason without notice. You are solely responsible for creating backup copies of and replacing any Content you post on our Site.

### **Content Accessible Through Links From This Site**

Certain Site functionality may make available access to Third-Party Materials, or allow for routing or transmission of such Third-Party Materials to you via links to other World Wide Web sites and resources. Because Knowva has no control over such sites, resources or Third-Party Materials, you acknowledge and agree that Knowva is not responsible for the availability of such external sites, resources or Third-Party Materials, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources, including Third-Party Materials. It is your responsibility to ensure that you have read and agreed with any third-party site policies. Knowva will not be held liable for any alleged violations of such third-party policies by Knowva users. You further acknowledge and agree that Knowva shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, services or Third-Party Materials available on or through any such site or resource. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third parties.

### **Privacy**

Knowva's Privacy Policy explains how we treat your personal data and protect your privacy when you use the Site. By using the Site, you agree that Knowva can use your personal data in accordance with our [Privacy Policy](#).

### **Your Representations and Warranties**

You represent and warrant that your use of the Site will be in strict accordance with these Terms and with all applicable laws, rules and regulations, including without limitation all tax, federal, state, local, provincial and international laws, rules and regulations applicable to your use of the Site and your Content, including all copyright, patent and trademark laws. By using the Site, you hereby agree to adhere to the following Code of Conduct and you will not:

- Use the Site for any unlawful or improper purpose;
- Use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of any content;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;

- Transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable or otherwise fails to respect the rights and dignity of others, (b) any material, non-public information about companies without the authorization to do so; (c) any material protected by trade secret, copyright, trademark, right of publicity or privacy or any other proprietary right of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial purpose or communication;
- Use any Knowva Trademark or any Knowva graphics, logos, page headers, button icons, scripts or service names;
- Remove any copyright, trademark or other proprietary rights notices contained in the Site or any Materials;
- “Frame” or “mirror” any part of the Site, or otherwise incorporate any part of the Site into any product or service, without our prior written authorization;
- Collect, harvest or store personal data or other information about other users;
- Harass other users;
- Restrict or inhibit any other visitor or Member from using the Site, including, without limitation, by means of interfering or disrupting the operation of the Site or the servers or networks used to make the Site available, such as by “hacking” or defacing any portion of the Site;
- Engage in spamming or flooding;
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Site except as expressly authorized herein, without Knowva’s prior written consent;
- Reverse engineer, decompile or disassemble any portion of the Site, except where such restriction is expressly prohibited by applicable law;
- Transmit any software or other materials that contain any viruses, worms, trojan horses, Easter eggs, defects, date bombs, time bombs, spyware, or other items of a destructive nature; or
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “scrape,” “data mine” or in any way gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site or its contents.

If you find any Materials on the Site that you believe violate or are inconsistent with this Code of Conduct, please contact the Site administrator.

## **Mobile Applications**

We do our best to ensure that the Site is accessible through as many mobile device platforms as possible. However, Knowva cannot and does not guarantee that our Site will be accessible through your mobile device.

## **Intellectual Property**

Intellectual Property means all patent rights, copyright rights, moral rights, trademark rights, trade secret rights, and all other intellectual property and proprietary rights related to the Site as may now exist or hereafter come into existence, and all applications for any of these rights and registrations, renewals and extensions of any of these rights, in each case under the laws of any state, province, country, territory or other jurisdiction. All such rights, title, and interest in and to the Site, excluding Content provided and owned by Knowva Members and except as otherwise expressly provided for herein, are and will remain the property of Knowva.

Subject to these Terms of Service, you retain any applicable Intellectual Property rights to your Content, so in all cases, it remains your property. By posting Content on our Site, you represent and warrant that you own all rights in and to such Content or, alternatively, you have acquired all necessary rights in such Content to enable you to grant the above licenses. Except as prohibited by law, you hereby waive any moral rights you may have in your Content under the laws of any jurisdiction. You further authorize us to publish your Content in a searchable format that may be accessed by Knowva Members and other Internet users.

### **Claims of Copyright DMCA Notice**

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any of the materials hosted on this Site infringe your copyright, you (or your agent) may send us a notice by mail or e-mail, requesting that the material be removed or access to it blocked. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Knowva a counter-notice. Notices and counter-notices must meet the current statutory requirements imposed by the DMCA (see <http://www.loc.gov/copyright> for details). Notices and counter-notices with respect to the Site must be sent in writing to our Legal Department by e-mail to [info@knowva.com](mailto:info@knowva.com) or via mail to Attention: Legal Department, Knowva Academy Foundation, One Broadway, Unit 15-100, Cambridge, MA 02142 USA. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

To be effective, the DMCA notification must be a written communication that includes the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Site are covered by a single notification, a representative list of such works at that Site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give notice of a claim of copyright infringement to our Members by means of a general notice on our Site, electronic mail to a Member’s email address in our records, or by written communication sent by first-class mail to a Member’s address in our records. In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable law, Knowva has adopted a policy of terminating, in appropriate circumstances, and at the sole discretion of Knowva, the right to access and use the Knowva Site for those Members who are deemed to be repeat infringers. Knowva may also, at its sole discretion, limit access to the Site and/or terminate the right of any Members to access and use the Knowva Site for the

infringement of any intellectual property rights of others, whether or not there is any repeat infringement.

## **Changes**

Knowva reserves the right, at its sole and absolute discretion, to temporarily or in perpetuity, change, modify, update, alter, and/or cancel the Site or any portion thereof, these Terms and/or all other Knowva Policies, without notice to you. Knowva will not be liable for any kind of damage or loss to you or any third party, stemming from any such changes, modifications, updates, alterations and/or cancellation of any of the Site or portion thereof, these Terms, and/or all other Knowva Policies. Any Changes to these Terms and/or other Knowva Policies will be reflected on the Site and continued use of the Site thereafter will constitute acceptance of any such changes, modifications, updates, alterations, and/or cancellations.

## **Termination**

Notwithstanding anything to the contrary in these Terms and/or any of our Policies, we reserve the right to terminate, block or suspend your access to and use of the Site or any portion thereof, at any time and for any reason, without notice and without cause. Knowva shall have no liability for any such suspension or termination, following which your right to use the Site shall immediately cease, and you shall destroy all Materials obtained from the Site and all copies thereof, whether made under these Terms of Service or otherwise.

## **Indemnification**

You agree to indemnify, defend and hold Knowva, our affiliates, licensors, member organizations, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including without limitation attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Service, (b) your use of and activities in connection with the Knowva Site and/or (c) your account(s). You shall cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

## **Limitations on Liability**

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOSS OF REVENUE, LOSS OF PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE KNOWVA SITE, YOUR CONDUCT OR THE CONDUCT OF ANY OTHER MEMBERS, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, EMOTIONAL DISTRESS, ANY OTHER DAMAGES AS A RESULT OF CONTACT WITH OTHER MEMBERS AND/OR ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY MEMBER ON ANY INFORMATION OBTAINED FROM KNOWVA, VIA OUR SITE (OR THAT RESULTS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR UNAUTHORIZED ACCESS TO OUR SITE), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

## **Disclaimer of OUR Representations and Warranties**

UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING, OUR SITE, MOBILE APPLICATIONS, SITE MATERIALS, CONTENT, THIRD PARTY CONTENT, ANY HYPERLINKS AND ANY OTHER



SERVICES AND/OR CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH OUR SITE (EACH INDIVIDUALLY OR TOGETHER THE “KNOVVA SERVICES”) ARE PROVIDED TO YOU “AS IS” WITHOUT ANY REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF ANY KIND. WE DO NOT WARRANT THAT ANY KNOVVA CONTENT/SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE AVAILABILITY, RELIABILITY OR SECURITY OF ANY KNOVVA SERVICES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING, WE DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO ALL KNOVVA SITES AND SERVICES WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE INCLUDING: (I) ANY AND ALL WARRANTIES OF MERCHANTABILITY; (II) ANY AND ALL WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT KNOWN, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) ANY AND ALL WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE.

### **Member Disputes/Releases**

If you have a dispute with one or more Members, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from all claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

### **Disputes/Arbitration**

You and Knowva (each individually a “Party” and collectively the “Parties”) agree that any dispute relating to these terms or the use of the Site will be resolved solely by the means set forth in this section. In the event that any such dispute arises, you agree to first contact Knowva directly and the Parties agree to make a good faith effort to resolve the dispute. If the matter remains unresolved for sixty (60) days after your initial contact with Knowva regarding the dispute, the matter will be submitted to binding arbitration under the rules of the American Arbitration Association under its Consumer Arbitration Rules, as amended by this Agreement. Any such arbitration will be conducted in Boston, Massachusetts – USA. The arbitrator(s) involved in settling any such dispute will have authority to grant specific performance and to allocate the costs of arbitration between the Parties as the arbitrator(s) deems equitable. Any such judgments rendered by the arbitrator(s) may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

### **Waiver**

Knowva’s failure to strictly enforce any provision of our Terms and/or Policies will not constitute a waiver of any such provision.

### **Applicable Law and Jurisdictional Issues**

The Site is controlled and operated by Knowva from its office in Boston, Massachusetts and is not intended to subject Knowva to the laws or jurisdiction of any state, country or territory other than Massachusetts and the United States of America. The Site is solely directed to individuals residing in the United States. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for

compliance with local laws, if and to the extent local laws are applicable. We may limit the Site's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we so choose. These Terms of Service are governed by and construed in accordance with the laws of the United States of America (including federal arbitration law) and the State of Massachusetts, United States of America, without regard to its principles of conflicts of law or your location, and the parties hereby expressly exclude the application of the United Nations Convention on the International Sale of Goods.

Except for disputes that qualify for small claims court, any dispute or claim arising out of or relating to these Terms of Service or any aspect of the relationship between you and Knowva, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury and you agree that Knowva and you are each waiving the right to trial by a jury. The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at <https://www.adr.org/>. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow these Terms of Service and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Terms of Service, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. In addition to any other relief awarded, the prevailing Party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

### **Entire Agreement**

These Terms, and any updates thereto, will constitute the entire agreement between you and Knowva concerning the Site and supersedes all prior understandings, agreements, and documentation relating to such subject matter.

### **Severability**

If a court of competent jurisdiction deems any provision of these Terms invalid, the invalidity of such provision will not affect the validity of the remaining provisions of the Terms, which will remain in full force and effect.

### **Contact Information**

If you have any questions about these Terms and Conditions or anything else, please contact us at [info@knowva.com](mailto:info@knowva.com) or via mail at: Attention: Legal Department, Knowva Academy Foundation, One Broadway, Unit 15-100, Cambridge, MA 02142 USA

## **ADDENDUM 1: KNOWVA FORUM COMMUNITY RULES**

By becoming a member of Knowva's forum community, members agree to abide by Knowva's rules. As with any rules, they are made for the purpose and benefit of Knowva members as well as to protect the best interest of the content created. Please read them and understand them. If you should have any questions, feel free to contact us at [info@knowva.com](mailto:info@knowva.com).

### **RESPECT**

Knowva's forum community allows members to be themselves so long as they always act with respect for their fellow members and comply with the given rules. We hope that Knowva's forum community members will bring their (respectful) personalities to this community. In return, we will do our best to listen to members' comments, suggestions, and complaints, as well as try to address them where feasible/possible.

Respectful exchanges of thoughts and opinions are encouraged; disagreements are understandable as well. In the event of a disagreement, please continue to demonstrate a sense of respect and sensitivity for the other person and/or other viewers of the forum. Please refrain from verbally "attacking" others by name-calling and/or insulting; such gestures are not appropriate and will not be tolerated.

### **PERSPECTIVES**

The forum community can serve countless purposes, whether it be an exchange of past experiences with our product, anticipation of new ventures in our programs, or simply getting to know each other.

All of Knowva's new members should feel free to reach out and learn from each other. Members should remember to treat others as they would like to be treated and should be respectful and patient.

### **MALICE**

Do not attack others in any shape or form. Attacking other forum members is strictly prohibited. All are welcome to participate in thoughtful discussions, which may come in the form of challenging the points of view and opinions of others. Yet these discussions must always remain respectful and thoughtful without insulting or attacking personally. Any communication that is considered harassing, offensive, vulgar, abusive, hateful, or bashing will not be permitted. Insults aimed at a person's sexual orientation, gender, race, color, religious views, national origin, or disability will not be tolerated. Additionally, never share private or personal information about someone else. Any message that may cause discomfort, embarrassment, distress, or unwanted or unwarranted attention will be considered malicious content and will not be tolerated. Members should always think about the intention of their message before they post.

### **BEING TASTEFUL**

Knowva's forums only permit PG material. As such, explicit, obscene, or vulgar gestures, language, GIFs, JPEGs, or other graphic files are considered to be inappropriate. This includes message board titles, posts, avatars, and signatures. Knowva retains the right to remove or delete anything that is not considered PG material without notice.

## **PRIVATE COMMUNITIES**

The purpose of this forum is to discuss topics that member(s) may want to limit to certain desired members. Posts still must maintain respectful courtesy to fellow members; harassment in any shape or form will continue to not be permitted. Only PG content will be permitted.

Private Communities do not give members free rein to be offensive. The rules of respect still apply and will be enforced.

## **THINK QUALITY**

All posts should disseminate information, provide entertainment, or proffer advice. Knowva reserves the right to remove spam posts. Repeated spamming may result in the removal of posting privileges on the forums.

## **IMAGE POSTINGS**

All images posted on forum communities should be properly attributed to the owner of the image. Again, all images and graphics should be considered PG-appropriate.

## **tone and language**

Knowva students are located all over the world and speak many different languages. Members should strive to write in language that is accessible to everyone by avoiding using abbreviations and acronyms.

## **FAILURE TO COMPLY**

Breaking the rules of the forum may lead to Knowva blocking a member's ability to post for a certain period of time. How long a member may be blocked depends on the type of offense and past behavior, including the number of previous warnings.

## **WE RESERVE THE RIGHT TO...**

Knowva reserves the right to remove posts that do not adhere to the forum rules, are unrelated to the discussion topic, and anything inappropriate. Knowva also reserves the right to prohibit or delete messages that are unlawful or deemed to be harmful to forum members.

Members are encouraged to report offensive posts so that Knowva can take appropriate action as quickly as possible. Additionally, Knowva reserves the right to remove a member's membership privileges should they violate the community rules.