

Our Terms of Use

Welcome to ENRICHED NYC.

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

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

Certain features of the Services may be subject to more terms, which will be posted in connection with such features. Those added terms are part of these Terms of Use and are legally binding just as if they were written on this page.

These terms require the use of arbitration on an individual basis to resolve disputes, **AND DO NOT PERMIT JURY TRIALS OR CLASS ACTIONS. THESE TERMS ALSO LIMIT YOUR REMEDIES IN THE EVENT OF A DISPUTE.**

What definitions apply to the Terms of Use?

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

“Enriched NYC” means ENRICHED NYC, LLC. and its subsidiaries and Affiliates. An "Affiliate" of ENRICHED NYC, LLC. is an entity that controls ENRICHED NYC, LLC., is controlled by ENRICHED NYC, LLC, or is under common control with ENRICHED NYC, LLC. "Control" means the direct or indirect possession of the power to direct or cause the direction of the management policies of an entity.

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

“Services” means Enriched N’s Sites, software, products, mobile applications, and services.

“Sites” means EnrichedNYC, LLC’s websites, which include www.EnrichedNYC.com and other websites.

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

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

What Services Does Enriched NYC provide?

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

The Services includes communications from Enriched NYC, such as service announcements, administrative messages, and other messages.

We may change, add or delete features of the Services from time to time. These Terms apply to all changes and additions.

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

What Requirements and Responsibilities Apply to Creating an Account?

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

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

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

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

Change or use our content for other purposes: communicate or publish it to a third party, including the public, people you know, or other businesses and entities; record, photograph or stream it; post it on a

website or social media platform; sell it; or otherwise violate our intellectual property rights, including using it to develop another product or service.

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

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

What Are My Responsibilities as a Parent or Legal Guardian?

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

What Requirements Apply to Users Under the Age of 13?

The Children's Online Privacy Protection Act ("COPPA") requires that Enriched NYC get parental permission before knowingly collecting Sensitive Information from children under 13 years old. Enriched NYC does not knowingly collect or ask for any Sensitive Information from children under 13 except directly from a child's parent or guardian or through the child's use of the Services as a student in a school using the Enriched NYC Services. If we learn that we have collected Sensitive Information from a person under 13 that does not comply with COPPA, we will delete that information. If you believe that a child under the age

of 13 has given Sensitive Information to us without complying with COPPA, please contact us at brooke@EnrichedNYC.com.

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

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

No Support or Maintenance. Enriched NYC has no duty to provide any support or maintenance about the Services. This limitation does not apply to any support or maintenance that the school in which your student has enrolled has specifically contracted with Enriched NYC to provide.

What Requirements Apply to User Content?

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

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

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

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

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

What is Enriched NYC's Acceptable Use Policy?

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

Abusing and Disrupting the Services

1.1. Don't probe, scan or test the weaknesses of any system or network.

1.2. Don't breach or otherwise bypass any security or authentication measures.

1.3. Don't access, tamper with or use nonpublic areas of the Services, or areas of the Services to which you have not been invited.

1.4. Don't interfere with or disrupt any user, host or network, for example by distributing harmful programs or apps or overloading, flooding or mail-bombing any part of the Services.

1.5. Don't take apart, decompile or reverse engineer any part of the Services.

1.6. Don't access, search or create accounts for the Services by any means other than our publicly supported interfaces (for example, do notscrape, spider or crawl).

1.7. Don't take any action that creates an unreasonable (as determined by us) load on systems or the systems of our providers.

1.8. Don't provide your password to any other person, use any other person's username and password, or otherwise manage the Services through shared credentials.

1.9 Don't upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software meant to damage or change a computer system or data.

Spamming and Phishing

2.1. Don't send spam or other unsolicited communications, promotions or advertisements.

2.2. Don't send altered, deceptive or false source-identifying information, including phishing or spoofing.

3. Lying to and Pretending to be Others

3.1. Don't do or post anything that's fake or misleading.

3.2. Don't pretend to be another person, company or entity.

4. Stealing

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

5. Infringing, Misappropriating and Violating Rights

5.1. Don't infringe or misappropriate anyone's copyright, trademark, trade secret, patent or other intellectual property rights.

5.2. Don't violate anyone's privacy or publicity rights.

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

6. Harming Others

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

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

6.3 **Don't bully anyone.**

7. Breaking the Law

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

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

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

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

What Privacy Rights Apply to the Services?

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

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

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

What Are My Indemnification Obligations to Enriched NYC?

You agree that you will be responsible for all costs for which Enriched NYC and its employees, officers and directors are responsible because of

any action, liability, loss and damage (including legal fees) related to: (a) your breach of these Terms; (b) your User Content; (c) your violation of the rights of any third party; or (d) your use of the Services.

How is Enriched NYC's Potential Liability to Me Limited?

DISCLAIMERS. The Services are provided to you “as is”, without warranties, either express, implied or by law. Enriched NYC disclaims any warranties to you of merchantability, fitness for a particular purpose, accuracy and non-infringement. Enriched NYC does not promise to you that the Services will: (a) be timely, uninterrupted, secure or error-free; (b) meet your requirements or expectations; or (c) be free from viruses or other harmful components. If applicable law requires any warranties with respect to the Services, those warranties are limited in duration to sixty days from the date of first use. Some places don't allow the disclaimers in this paragraph, so they may not apply to you.

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

What Happens When My Account is Terminated?

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

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

Enriched NYC respects the intellectual property of others and asks that users of our Services do the same. If you believe that one of our users is using the Services to illegally violate the copyright(s) in a work, please review our Intellectual Property Policy.

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

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

What Rights and Obligations Apply to Interactions with Other Users?

Each person using the Services is responsible for all his or her own User Content. We are not responsible for any User Content, whether given by you or by others. We make no promises about the accuracy suitability, or quality of any User Content. Your interactions with other Service users are only between you and such users. Enriched NYC is not responsible

for any loss or damage caused as the result of any such interactions. If there is a dispute between you and any Service user, we are under no duty to become involved. If the dispute is between you and a Service user and the dispute is made through or arises from a school, contact the school in which you or the other Service user has a student enrolled.

What Laws Apply and How Are Disputes Resolved?

Governing Law and Location for Solving Disputes. All dispute related to these Terms or to the use of the Services are governed by the laws of New York State, except for its conflicts of law terms. The exclusive location for any claim or action related to these Terms or the use of the Services is the federal or state courts having jurisdiction in Kings County, New York. You agree to personal jurisdiction in those courts. You agree that that location is not inconvenient.

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

Binding Arbitration. Please read this Arbitration Agreement carefully. It is part of your contract with Enriched NYC and affects your rights. Any dispute or claim relating in any way to these Terms (including to the validity and enforceability of the Terms) or the Services will be solved by binding and confidential arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to these Terms. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the Terms as a court would. The arbitration will be conducted in English by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary

Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person. The arbitration will be held before one arbitrator and that person will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each give up any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

What Other Provisions Apply?

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

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

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

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

Copyright/Trademark Information. Copyright © 2020 Enriched NYC, LLC. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed in the Services are our property or the property of other third parties under a license with us. You are not permitted to use these Marks without our prior written permission or the prior written permission of the third party that owns the Marks.

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

