

Up to Code Academy Terms of Use

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1. Personal Uses Permitted.

Up to Code Academy provides video-based lessons through the Services. You shall not post, publish, transmit, reproduce, distribute or in any way use or exploit any Information for commercial purposes or otherwise use the Information in a manner that is inconsistent with these rules and regulations.

2. Age Requirement.

No one under 13 years old is allowed to provide us with any personal information or register for an account on our website, applications, or Services. Our website, applications, and Services are all directed to users who are at least 13 years old. All users who wish to register for an account must confirm that they are at least 13 years old before registering an account or providing any personal information to us.

3. User's Obligation to Abide By Applicable Law.

In connection with the use of Up to Code's Services you shall abide by all applicable federal, state, or local laws, including those pertaining to such areas as libel, slander, defamation, trade libel, product disparagement, harassment, invasion of privacy, tort, obscenity, indecency, and copyright or trademark infringement (“Applicable Law”). The Information available on the Up to Code Academy Services may include intellectual property that is protected under the copyright, trademark and other intellectual property laws of the United States and/or other countries (“Intellectual Property Laws”). Such Intellectual Property Laws generally prohibit the unauthorized reproduction, distribution

or exhibition of all text, photographic and graphic (art and electronic) images, music, sound samplings and other protected materials. The violation of applicable Intellectual Property Laws may give rise to civil and/or criminal penalties.

4. Disclosure of Online Communications.

You are cautioned that any online communications may not be fully confidential. In addition, you should be aware that federal postal regulations do not protect electronic mail. You should be aware that some administrative personnel of Up to Code Academy may, in the course of their regular duties, have access to communications for technical or operational purposes. Up to Code Academy may also disclose any communications to the extent permitted or required by law.

5. Prohibition Against Malicious Programming.

You shall not post, transmit or make available in any way through the Up to Code Academy website, applications, or Services any software or other materials which contain a computer virus, trojan horse, timebomb, worm or other malicious programming (“Malicious Programming”). Up to Code Academy has no obligation to detect the presence of any Malicious Programming. Any downloading of software or other materials or any other use of the Information on the Up to Code Academy website or applications is at your risk, and you are advised to take adequate precautions to minimize any loss to your system caused by Malicious Programming, including use of anti-virus programs and proper backup of files.

6. Content of Information.

You are responsible for the content of any Information you put on the Up to Code Academy website or applications. Up to Code Academy has no obligation to, and does not in the normal course, monitor or control any Information that is or becomes available on the Up to Code Academy website or applications. Up to Code Academy reserves the right to review any Information that is or becomes available on the Up to Code Academy website or applications. Up to Code Academy reserves the right to refuse to post or to remove any Information that is, in Up to Code Academy’s sole discretion, unacceptable, undesirable or in violation of these rules. However, Up to Code Academy has no obligation to exercise such reservation of rights by Up to Code Academy.

7. Payments and Refunds; Changes to the Services

Up to Code Academy reserves the right to modify the Services and to impose new or additional terms and conditions on your use of the Services at any time, including any of our paid premium content, features, and services. We strive to make the Services affordable and accessible to as many users as possible, however, all paid premium content, features, and services are final sale and no refunds will be given under any circumstance. Any premium content, features, or services that you pay for will be available for you to access for at least 30 days, but may become unavailable after 30 days due to periodic improvements or changes of our curriculum.

8. Disclaimer of Warranties.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

THE WEBSITE, APPLICATIONS, AND SERVICES OF UP TO CODE ACADEMY ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UP TO CODE ACADEMY, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, THIRD-PARTY VENDORS, CONTRACTORS, OR AGENTS DO NOT WARRANT THAT ANY INFORMATION IS COMPLETE OR ACCURATE, THAT THE WEBSITE, APPLICATIONS, SERVICES, OR INFORMATION PROVIDED BY UP TO CODE ACADEMY WILL BE UNINTERRUPTED, ERROR FREE, FREE FROM MALICIOUS PROGRAMMING, AND UP TO CODE ACADEMY, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, THIRD-PARTY VENDORS, CONTRACTORS, OR AGENTS DISCLAIM ANY LIABILITY RELATING THERETO. ANY INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR WEBSITE, APPLICATIONS, OR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH INFORMATION.

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IN ADDITION, UP TO CODE ACADEMY, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, THIRD-PARTY VENDORS, CONTRACTORS, OR AGENTS WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO YOUR PAID USE OF OUR SERVICES OR FEATURES FOR MORE THAN THE AMOUNTS PAID BY YOU TO USE THE SERVICES OR FEATURES AT ISSUE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Release and Indemnity.

YOU HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS AND/OR LIABILITY AGAINST UP TO CODE ACADEMY, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, THIRD-PARTY VENDORS, CONTRACTORS, OR AGENTS ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE UP TO CODE ACADEMY WEBSITE, APPLICATIONS, AND SERVICES. YOU ALSO AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS, UP TO CODE ACADEMY, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, THIRD-PARTY VENDORS, CONTRACTORS, OR AGENTS FROM AND AGAINST, ANY AND ALL CLAIMS OR LIABILITY, INCLUDING COSTS AND ATTORNEYS FEES, ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE UP TO CODE ACADEMY WEBSITE, APPLICATIONS, AND SERVICES OR FAILURE TO ABIDE BY APPLICABLE LAW.

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13. Modifications.

These Terms of Use may be modified by Up to Code Academy from time to time and such modifications will be binding on you when placed online. If you do not accept any changes to these Terms of Use, your only remedy is to stop using our website, applications, or Services. By continuing to use our website, applications, or Services after changes to these Terms of Use are made, you accept and agree to be bound by those changes.

14. About these Terms of Use.

These Terms of Use control the relationship between you and Up to Code Academy. These Terms of Use constitute the entire agreement between you and Up to Code Academy; and it supersedes any earlier agreements, communications, and proposals, whether oral or written, between you and Up to Code Academy.

If we do not exercise any provision or any rights we may have under these Terms of Use right away, we do not give up any rights that we may have, such as taking action in the future.

If there is a conflict between these Terms of Use and any additional or modified terms, the additional or modified terms will control for that conflict.

If any particular term or condition is not enforceable, in whole or in part, then the unenforceable portion will not affect the remainder of these Terms of Use.

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