

Terms of Service:

Date of Last Revision: May 18, 2020

South Bend Code School, LLC is a limited liability company with a mission to combat the technology skills gap at the earliest level by reforming technology education for students 18 years and younger. South Bend Code School does this by making learning skills in coding and computer science accessible to students from all walks of life. As a part of that mission the websites located at <https://southbendcodeschool.com>, other websites, information, text, curricula, videos, graphics, photos, APIs, email notifications and other materials and related products and services (the “**Services**”).

Please read these Terms of Service (“**Terms**”) carefully before accessing or using the Services. Accessing or using any part of the Services or clicking on an “I Agree” or “Sign Up” button that may be made available to you means that you agree to be bound by these Terms without modification.

These Terms are a legal contract between you and South Bend Code School, LLC regarding your use of the Services. You may use the Services only if you can form a binding contract with South Bend Code School, LLC and are not a person barred from receiving the Services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, school, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Note: If you are a teacher creating an account on behalf of your students, you agree to be bound by these Terms of Service on behalf of the educational organization you work for, and are authorized to do so.

These Terms are subject to change. You are agreeing to be bound by such changes if you continue to use the Services after these Terms change, so please check these Terms for changes periodically.

Additional Terms

Some services may be subject to additional posted guidelines, rules or terms of service (“**Additional Terms**”) and your use of such Services will be conditioned on your agreement to the Additional Terms. If there is any conflict between these Terms and the Additional Terms, the Additional Terms will control for that Service, unless the Additional Terms expressly state that these Terms will control.

Children Under Age 13

We take steps to minimize the collection of personal data from Users under the age of 13 as explained in the South Bend Code School, LLC privacy policy. Users under the age of 13 will be able to use our Coding Portal with their parent's approval. Users under the age of 13 are required to get the approval of a parent or legal guardian before creating an account on South Bend Code School, LLC. South Bend Code School, LLC allows certain representatives of school districts and schools, such as teachers, administrators, counselors, and other educators (an "**Educator**") to connect with their students through the Services in order to provide tutorial, educational and similar services. If you are an Educator, you may register accounts on the Services for one or more of your students.

If you are an Educator and you register an account for a student who is under the age of 13 (a "**Child**"), you represent and warrant that you or the educational organization you work for has proper permission to register the Child for South Bend Code School, LLC, and that you have obtained the necessary parental consent for South Bend Code School, LLC's collection of the Child's personal information for the use and benefit of the school and for no other commercial purpose. In addition, you agree to be bound by these Terms on behalf of the educational organization you work for.

Your Account

If you create an account for Services, you are responsible for the security of your accounts and for keeping your own password safe. If you are using an account assigned to you by an Educator, your Educator may be able to access and disable your account.

South Bend Code School, LLC may permit you to register an account for the Services through certain third party social networking services, such as Google ("**Authentication Service**"). By registering for the Services using an Authentication Service, you agree that South Bend Code School, LLC may access your account information from the Authentication Service and you agree to any and all terms of use of the Authentication Service regarding your use of the Services via the Authentication Service. You are solely responsible for your interactions with the Authentication Service.

Privacy

Your privacy is important to us. South Bend Code School, LLC's Privacy Policy explains how we treat and protect your personal information and is incorporated into these Terms by reference. Please read the Privacy Policy carefully for information relating to South Bend Code School, LLC's collection, use, and disclosure of your personal information as well as the administrative, technical and physical safeguards we maintain to protect against unauthorized use disclosure of access to personal information.

In addition, if you are a student or teacher using South Bend Code School, LLC in a primary or secondary school then our Data Privacy Addendum may govern the relationship between South Bend Code School, LLC and your school with respect to our duties and responsibilities to protect Student Data transmitted to South Bend Code School, LLC.

If you are a student that uses an account registered for you by an Educator, you agree that South Bend Code School, LLC may disclose your information to the Educators associated with your account. If you are an Educator, you agree not to share Student Data you receive from South Bend Code School, LLC with anybody other than authorized agents of the classroom, school district, or other educational establishment you represent. South Bend Code School, LLC does not use Student Data for any targeted or behavioral advertising, profiling, or onward disclosure.

User-Generated Content- Management; License Grant; Representations and Warranties

The Services enable Users and Schools to provide, share or post certain content or information, including, but not limited to, computer code (including both source and object code), audio recordings, photographs, videos, documents, online education resources, or other materials, Student Data (as defined in the Data Privacy Addendum) and Feedback, (as defined below) (collectively, "User Content"). You should not include any Student's Personal Information (which are defined in our Privacy Policy) or Student educational records, in any of the User Content you create. If you or a Student in your class accidentally includes any Student's Personal Information, please contact us at info@southbendcodeschool.com. User content may be used by South Bend Code School, LLC in connection with the Services and may be visible to or shared with South Bend Code School, LLC, other schools, and certain other Users. Please visit our Privacy Policy for additional information on the types of information different Users are able to provide.

Ownership

By submitting or distributing User Content through the Services or directly to South Bend Code school, LLC staff, you hereby grant to South Bend Code School, LLC non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right to license to host, transfer, display, perform, reproduce, modify, distribute and redistribute, adapt, prepare derivative works of, use, make, have made, import, and otherwise exploit your User Content (which should not contain any Student's Personal Information), under all intellectual property rights therein, in whole or in part, in any media formats and through any media channels (now known or hereafter developed).

In addition, by submitting or distributing User Content through the Services, you hereby grant to each use of the Services as a non-exclusive license to access and use your User Content.

License to User Content

User Content

You hereby grant to South Bend Code School, LLC a limited, non-exclusive, sublicensable (as necessary to provide the Services, worldwide, royalty-free, and transferable (only to a successor) right and license to:

1. Use, host, copy, store, distribute, publicly perform and display, publish (in whole or in part), modify, and create derivative works from (such as changes we make so that your content works better with our Service) User Content as necessary to provide, improve and make the Services available to you and other Users, including through any future media in which the Services may be distributed;
2. Use, modify, prepare derivative works, publish, distribute and sublicense Feedback without any compensation to you;
3. Use and disclose metrics and analytics regarding the User Content in an aggregate or other non-personally identifiable manner (including, for us in improving our Service or in marketing and business development purposes);
4. Use any de-identified User Content for any lawful purpose (such as product development, research or other purposes) subject to the Data Privacy; and
5. Use for other purposes permitted by the Privacy Policy.

South Bend Code School, LLC will only share and use your personal information in accordance with South Bend Code School, LLC's current Privacy Policy. When you upload or create User Content, this can be viewed by your Teacher and (under your control) by other Users and this means that you are allowing others to access and use that information and to associate it with you.

By uploading, creating, submitting or distributing User Content through the Services, you hereby grant other Users a non-exclusive, transferable (only to a successor), royalty-free right and license to use, reproduce, create derivative works, publicly display and perform any of your User Content that is incorporated into that User's project, provided that South Bend Code School, LLC shall not use or distribute your User Content on a stand alone basis if South Bend Code School, LLC's license grant has been terminated as set forth below. The foregoing license and restrictions does not limit South Bend Code School, LLC rights under any third party or open source license in which your User Content may be licensed.

Public Content

IN addition to the rights, licenses and privileges referred to above, you agree that South Bend Code School, LLC may use and refer to your User Content, first name and screenname that are posted publicly on the South Bend Code School Coding Portal website and not in private areas of our Service ("Public Content") (including screenshots) in marketing materials, press releases, financial reports, presentations, website materials, customer lists and other media now known or hereafter discovered in connection with the marketing, advertising and promotion of the Service, and any products, goods, features, capabilities and/or services associated with the Service. This right will continue until your Public Content is deleted; providing however, that any Public

Content previously printed in brochures, articles or other marketing materials that South Bend Code School, LLC had prepared before any request for deletion was received will continue to be used.

License Termination

The license User Content above will terminate when you or your School (i) delete any User Content containing intellectual property rights (like images or videos) or personally identifiable information (such as that in Student Data); or (ii) delete your account, unless your User Content has been shared with others, and they have not deleted it. Such termination may not apply to User Content or Teacher Content, including Student Data or in messages sent through South Bend Code School Coding Portal that may be deemed an “education record” under the Family Education Rights Act (FERPA) or various other student privacy laws, and which a school controls (“Education Record(s)”). We will delete any Education Record upon receiving a valid request for deletion from your school. Additionally, such termination will not affect the license rights granted to other Users to use your User Content if they previously copied your User Content and they not deleted it. When you or your school delete User Content it is deleted in a manner similar to emptying the recycle or trash bin on a computer. However, you understand that any removed User Content may persist in backup copies for a reasonable period of time following deletion (but will not be available to others). Additionally, you understand and agree that User Content may continue to appear on South Bend Code School, LLC even after you have terminated your account or these Terms of Service, as portions of your User Content may be copied by other users and/or incorporated into their coding projects.

User Content Representations and Warranties

You are solely responsible for User Content you post to the Services and the consequences of posting or publishing them. By uploading, submitting, creating, or publishing your User Content to or through the Services, you represent, and warrant that: (1) you are the creator and owner of your User Content and that you have the authority to use or have the necessary licenses, rights, consents, and permissions to publish the User Content you submit; (2) your User Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel or invade the right of privacy, publicity or other property rights of any other person; (3) your User Content does not contain any viruses, adware, spyware, worms, or other malicious code.

Restrictions on Content and Use of the Services

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any User Content on the Website and to suspend or terminate users, without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy and applicable law, regulation, legal process or governmental request, (ii) enforce the Terms including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support

requests, or (v) protect the rights, property or safety of South Bend Code School, LLC its users and the public.

You may not do any of the following while accessing or using the Services (i) access, tamper with, or use nonpublic areas of the Services, South Bend Code School, LLC computer systems, or the technical delivery systems of South Bend Code School, LLC's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through currently available, published interfaces that are provided by South Bend Code School, LLC (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with South Bend Code School, LLC (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, bullying or harassing, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

South Bend Code School, LLC has no obligation to monitor User Content or other materials. You are responsible for evaluating all User Content including for accuracy, completeness and reliability, and you bear all risk of using such User Content. South Bend Code School, LLC will not be responsible for any damages that you may incur as a result of the submission or use of any User Content.

South Bend Code School, LLC may, but is not obligated to, monitor or review any Services where Educators communicate solely with each other, including but not limited to live chats, bulletin boards, or other user forums, and the content of any such communications. You assume the risk of such communications, and South Bend Code School, LLC has no liability related to the content or use of any such communications.

Users may include links to third party websites in User Content as long as the content of such websites does not violate these Terms. Clicking on such links is at your sole risk. South Bend Code School is not responsible for the availability or the content of linked websites, including the advertising, products or other materials thereon.

Copyright Policy

South Bend Code School, LLC respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your works has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to

have been infringed; (iii) identification of the material that is claimed to have been infringed 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; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have 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 (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to account on behalf of the copyright owner.

Digital Millennium Copyright Act

It is South Bend Code School, LLC's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act.

We reserve the right to remove Content alleged to be infringing without prior notices, at our sole discretion, and without liability to you. In appropriate circumstances, South Bend Code School, LLC will also terminate a user's account if the user is determined to be a repeat infringer. To report a copyright violation, please contact us.

South Bend Code School, LLC Intellectual Property Rights, and your License to Use the Services

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of South Bend Code School, LLC and its licensors. The content, information, data, designs, code, and materials associated with the Services ("**Content**") are protected by intellectual property and other laws. You must comply with such laws and applicable copyright, trademark or other legal notices or restrictions. Noting in the Terms, gives you a right to use the South Bend Code School, LLC or any other SBCS trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding South Bend Code School, LLC or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Subject to these Terms, you may access and use the Services only for your own personal, noncommercial use. We receive all other rights to the Services and Content, and otherwise you may not copy, reproduce, distribute, publish, display, perform, or create derivative works of the Services or Content without our permission, except with respect to South Bend Code School, LLC's library of videos, curriculum, tutorials and API as set forth above.

Upon request, we may expressly authorize you to redistribute certain Content for personal, noncommercial use. We will identify specifically the Content that you are authorized to redistribute and describe ways you may redistribute it (such as via email, blogs, or embedded players). We may revoke this authorization at any time. If you redistribute Content, you must be able to edit or delete such publicly posted Content and you must edit or delete it promptly upon our request. In addition, notwithstanding any of the foregoing, use of Content or Services will

NOT be permitted if such use constitutes an endorsement of a 3rd party brand, service or product or if access to such redistributed Content or Services is not provided free of charge.

The South Bend Code School, LLC logo can only be used with permission of South Bend Code School, LLC and only in reference to South Bend Code School, LLC Mash-ups or combinations of the South Bend Code School, LLC logo or name with other logos or names are specifically prohibited.

South Bend Code School, LLC does not represent or warrant that the Services will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Services will be correct, accurate, timely or otherwise reliable. We make changes to the features, functionality or content of the Services at any time. We reserve the right in our sole discretion to edit or delete any Content, information or other materials made available as a part of the Services.

Disclaimers and Limitations of Liability

Please read this section carefully since it limits the liability of South Bend Code School, LLC and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

A. The Services are Available “AS-IS”

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE SOUTH BEND CODE SCHOOL, LLC ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The South Bend Code School, LLC entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from you access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet you requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the South Bend Code School, LLC or through the Services, will create any warranty not expressly made herein.

B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that the South Bend Code School, LLC entities are not responsible or liable for: (i) the

availability or accuracy of such websites or resources; (ii) the content, products, or services on or available from such websites or resources; or (iii) the protection of the privacy of personal information. Links to such websites or resources do not imply any endorsement by South Bend Code School, LLC of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

You may provide links to the South Bend Code School, LLC site provided (a) that you do not remove or obscure, by framing or otherwise, the copyright, trademark service mark notices or other notices on the site, (b) your site does not engage in illegal or pornographic activities, and © you discontinue providing links to the site immediately upon request by us.

C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOUTH BEND CODE SCHOOL, LLC ENTITIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF AN INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SOUTH BEND CODESCHOOL, LLC ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID SOUTH BEND CODE SCHOOL, LLC, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OR LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE SOUTH BEND CODE SCHOOL, LLC ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

SOME STATES OR OTHER JURISDICTIONS DO NOW ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

General Terms:

A. Waiver and Severability

The failure of South Bend Code School, LLC to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

B. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Indiana without regard to or application of its conflict of law provisions or your state or country or residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in South Bend, Indiana, United States, and you consent to the jurisdiction of and venue in such courts and waive any objections as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Indiana (excluding choice of law).

C. Entire Agreement

These Terms are the entire and exclusive agreement between South Bend Code School, LLC and you regarding the Services (excluding any services for which you have a separate agreement with South Bend Code School, LLC that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between South Bend Code School, LLC and you regarding the Services. No other person or company will be third party beneficiaries to the Terms.

D. Assignment

These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by South Bend Code School without restriction. Any assignment attempted to be made in violation of these Terms shall be null and void.

E. Indemnification

You agree, to the extent permissible by law, to indemnify, defend, and hold harmless South Bend Code School, LLC, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners ("South Bend Code School, LLC") from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of any use or misuse of the website, the Services, any violation of the Terms, or any breach of the representations, warranties, and covenants made herein, whether by You or by any Child associated with you if you are a Parent. South Bend Code School, LLC reserves the right at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify South Bend Code School, LLC and you agree to cooperate with South Bend Code School, LLC defense of these claims. South Bend Code School, LLC will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

We may revise these Terms from time to time, the most current version will always be at SouthBendCodeSchool.com/terms. If the revision, in our sole discretion, is material we will notify you via an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

If you have any questions about these Terms, please contact us at info@southbendcodeschool.com

