

Terms of Services

Overview:

YuJa Inc. ("YuJa", "us", "our" or "we"), a Delaware corporation, owns and operates the YuJa websites ("YuJa Websites"). The terms described in this document ("Terms", or "Agreement") apply to all the products, services and websites owned by YuJa Inc., its subsidiaries and affiliated companies (collectively referred to as "Services"). These Terms govern both the freely accessible parts of the YuJa Websites, as well as the sections of the YuJa Websites that require a username and password for authorization. The end-user of the YuJa Services is referred to as "you", "your", "student", "user", users, or "parent" in this document. Please read these Terms carefully before using YuJa Services. By using the YuJa Services you signify that you agree to these Terms. If you do not agree to any of these Terms, you are not authorized to use the YuJa Services in any form whatsoever. If you are using YuJa Services on behalf of your employer, or educational institution, these Terms do not supersede terms of any agreements between YuJa and any other party. It also does not alter terms of any agreement that you may have with your employer or educational institution.

Modification of Terms:

YuJa reserves the right, at our discretion, to modify these Terms at any time. By continuing to use any part of the YuJa Services, both the freely accessible parts and the sections that require authorization after we have posted notice of these changes to these Terms constitute your agreement to such changes.

Privacy Policy:

YuJa respects your privacy and has published a Privacy Policy available on the YuJa Websites that outlines our policies and procedures in detail. YuJa Privacy Policy is an integral part of Terms for use of YuJa Services. The information transmitted on the YuJa Websites is subject to this posted Privacy Policy. Our Privacy Policy applies to the information we may collect from the YuJa Websites. Please review our Privacy Policy document for guidance on privacy related issues concerning the YuJa Websites.

Product Use Agreement:

By registering to this website, you agree that you will use YuJa products under the terms of this Product Agreement. As used in this Agreement, the term "Product" refers to YuJa Websites, YuJa's software products, YuJa's hardware products and its content and its documentation (collectively called

“YuJa Products”). Neither we nor any third parties provide any warranty or guarantee as to the accuracy, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on YuJa Websites is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through YuJa Websites meet your specific requirements. YuJa Websites contain material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms. You acknowledge and agree that YuJa own all legal right, title and interest in and to the website, including any intellectual property rights which subsist in YuJa Websites and YuJa Products (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You agree that the contents of all oral and written reports to us and any other materials, information, ideas, concepts, and know-how provided by you (including suggestions and corrections to problems in the YuJa Products and documentation) become the property of YuJa, which you hereby assign to YuJa, and may be used by YuJa for all business purposes, without any accounting or any payment to you. Under no circumstances will YuJa become liable for any payment to you for any information that you provide, whether concerning the YuJa Products or otherwise, no matter how such information is used by YuJa or anyone else.

Authorized Use of Content:

In situations where an existing agreement exists between YuJa Inc. and you, the Terms and Conditions of that agreement will govern the authorized use of content.

There are two types of contents that are accessible to users: (1) Content that is part of YuJa Services and YuJa Products and thus subsists in YuJa Websites, and (2) Content that is uploaded by users of YuJa Products and Services.

Content That Subsists in YuJa Websites:

All content, including, but not limited to, text, images, audio and videos, unless otherwise explicitly noted, is the property of the end-user

YuJa and its licensors and is protected by U.S. and international copyright and other intellectual property laws. As a user, You may access, use and make a machine-readable or print copy of this content for your personal or educational use only. You are not authorized to use material published on the YuJa Websites for commercial purposes of any kind without prior written consent from YuJa. You agree not to make any use of content not expressly authorized in these Terms. Additionally, you agree to honor all copyright and other notices included in any YuJa Websites content you access.

YuJa forbids the use of automated agents including, without limitation, "agents", "robots", "bots", "scripts", "webcrawlers", or "spiders", to access, monitor, or copy any part of the YuJa Websites. Users agree to not use any network sharing or monitoring tools to determine underlying software implementation, proprietary information and data, confidential material, trade secrets, and YuJa Websites usage information. Finally, YuJa reserves all rights not expressly granted to you in this Terms document. No additional rights are granted by implication whatsoever.

Content Uploaded During the Use of YuJa Services:

You retain all of your ownership rights (including ownership of all intellectual property rights) in any materials you upload or make available using YuJa Websites or YuJa Products.

You agree that you will not reproduce, duplicate, copy, sell, trade or resell any components of YuJa Websites for any purpose. Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the website. You agree to the use of your data in accordance with YuJa's Privacy Policy. If you become aware of any unauthorized use of your password or of your account, you agree to notify YuJa immediately at Company.Counsel@yuja.com

Digital Millennium Copyright Act:

YuJa never knowingly infringes on a person or organization's copyright. If you believe that your work has been used or is accessible on any YuJa Websites in a way that constitutes copyright infringement, you may notify YuJa by providing the following information: (1) an electronic/physical signature of a person authorized to act on behalf of the owner(s) of the copyright material that is allegedly infringed; (2) a description of the copyrighted material that you claim has been infringed upon; (3) information sufficient to allow YuJa to contact you, including your full mailing address, telephone number, and electronic mail (email) address; (4) a statement by you that the above information in your notice is accurate and, under penalty of perjury, you are the copyright owner or authorized to act on the copyright owner's behalf. YuJa reserves the right to remove any material from the YuJa Websites if it allegedly infringes another person or organizations' copyright. YuJa's agent for notice of claims of copyright infringement can be reached by mail at: Attention: Company Counsel, YuJa Inc., 2168 Ringwood Ave., San Jose, California 95131.

Warranty Disclaimers:

THE YUJA WEBSITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS, STATUTORY OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY THAT ACCESS TO YUJA WEBSITES WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, THERE IS

NO WARRANTY THAT THE INFORMATION ON THE YUJA WEBSITES WILL BE ACCURATE, COMPLETE AND/OR RELIABLE. WE DO NOT PROVIDE ANY WARRANTY THAT THE YUJA WEBSITES WILL BE FREE OF ANY VIRUS, WORM, TROJAN HORSE OR OTHER HARMFUL SOFTWARE CODE. YUJA HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES IN CONNECTION WITH YUJA WEBSITES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Third Party Websites:

YuJa, its affiliates, officers, directors, employees and authorized agents disclaim any responsibility for the accuracy, content, or availability of information found on websites that link to-or-from YuJa Websites. You acknowledge that some advertisers or other companies employ automated search results or otherwise link users to sites containing information that may be deemed inappropriate or offensive. YuJa is not liable in any way for the accuracy, copyright compliance, legality, or decency of material contained in any third-party sites and/or advertisements and you hereby irrevocably waive any legal claim against YuJa with respect to such sites or advertisements. While YuJa takes great strides to ensure a satisfactory customer experience, we do not ensure that you will be satisfied with any YuJa Products or YuJa Services that you purchase or receive from any third-party site that links to-or-from YuJa Websites. YuJa does not make any representation or warranty about the security of any information, including, without limitation, credit card and other personal information, you might be requested to give any third-party, and you hereby irrevocably waive any claim against us with respect to such sites.

Limitation of Liability:

YUJA, ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR ACADEMIC ISSUES ARISING FROM YOUR USE OF OR INABILITY TO USE OR ACCESS THE YUJA WEBSITES. IN NO EVENT WILL YUJA'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE YUJA WEBSITES EXCEED ONE HUNDRED U.S. DOLLARS (US\$100) OR THE MAXIMUM FEE YOU PAID TO YUJA DURING PREVIOUS TWELVE MONTHS (WHICHEVER IS LESS). THIS MAXIMUM TOTAL LIABILITY IS REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF ANY CLAIM AND REGARDLESS OF WHETHER ANY REMEDY FAILS ITS ESSENTIAL AND ORIGINAL PURPOSE.

Indemnity:

YOU AGREE THAT YOU WILL INDEMNIFY AND HOLD HARMLESS YUJA, ITS AFFILIATES, CONTRACTORS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS FEES, ARISING IN CONNECTION WITH YOUR USE OF THE YUJA WEBSITES, INCLUDING BUT NOT LIMITED TO ANY VIOLATION BY YOU OF THESE TERMS AND INCLUDING IN CONNECTION WITH ANY INFORMATION THAT YOU PROVIDE TO YUJA ON THE YUJA WEBSITES.

Trademarks and Servicemarks:

YuJa and the YuJa logo are trademarks or registered trademarks of YuJa Inc. Governing Law and Jurisdiction: These Terms shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms will be filed only in the state or federal courts located in Santa Clara County, California, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

Severability:

If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severed from these Terms and such severance will not affect the validity and enforceability of any remaining provisions.

Violation of These Terms:

We reserve all remedies available to us for any violation of these Terms, including but not limited to the right to block access to the YuJa Websites from a given Internet address. Completeness: These Terms are the only ones that govern YuJa Products, Services and YuJa Websites. No other oral or written terms or conditions apply including warranties and claims expressed or implied. No one has the authority from YuJa to vary any of these Terms. For greater certainty, if you are using YuJa Products, Services or YuJa Websites on behalf of your employer, or educational institution, these Terms do not supersede terms of any agreements between YuJa and any other party. It also does not alter terms of any agreement that you may have with your employer or educational institution. Contact Information: If you have questions or concerns regarding these Terms of Use, please contact us at via electronic mail (email) at Company.Counsel@YuJa.com.

Mailing Address:

Attention: Company Counsel YuJa Inc. 2168 Ringwood Ave., San Jose, CA 95131.

This document was last updated on October 23, 2018.