

Terms of Use

Last Modified: September 18, 2023

Acceptance of the Terms of Use

PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS OF USE TOGETHER WITH ANY DOCUMENTS THEY EXPRESSLY INCORPORATE BY REFERENCE (COLLECTIVELY, “**TERMS OF USE**”), WHICH GOVERN YOUR ACCESS TO AND USE OF [HTTPS://THEJUICELEARNING.COM](https://thejuicelearning.com) AND [HTTPS://THEJUICE.NEWS](https://thejuice.news) (COLLECTIVELY, THE “**WEBSITE**”) BEFORE YOU (“**YOU**” OR “**USER**”) ACCESS, VISIT, BROWSE, OR OTHERWISE START TO USE THE WEBSITE.

BY USING THE WEBSITE OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND, ACCEPT, AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND OUR PRIVACY POLICY, FOUND AT [HTTPS://THEJUICELEARNING.COM/PRIVACY-POLICY/](https://thejuicelearning.com/privacy-policy/), INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE OR OUR PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.

These Terms of Use are entered into by and between you and The Juice, LLC (the “**Company**,” “**we**,” or “**us**”). These Terms of Use govern your access to and use of the Website, including any content, functionality, and services offered on or through the Website, whether as a guest or a registered User.

Certain Users may be subject to additional terms and conditions specified by us from time to time; your use of the Website is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference.

Types of Users and Eligibility

The Website is available to several different types of Users, each of which have different types of Accounts with different tools, functionalities, and restrictions. For the purposes of these Terms of Use, the currently active User types are as follows:

- “**Teachers**” are educators and instructors teaching one or more classes (each, a “**Class**”) in which the Website or content replicated therefrom is used. Teachers may register for or may be provided access to Teacher Accounts wherein they may review and evaluate content, prepare lessons, monitor the progress of students enrolled in the Classes they teach.
- “**Students**” are students enrolled in Classes. Students may be provided access to Student Accounts wherein they may review content and interact with the Website. Students may not register for access to Student accounts directly. They may only have access to the Website if provided by a Responsible Adult, as hereinafter defined.
- “**Administrators**” are employees of schools or school districts (collectively, “**Schools**”) that are enrolled in Administrator Accounts in order to use the Website to monitor the progress of and performance of Students and Teachers across multiple Classes.

- **“Parents”** are immediate family members over 18 years of age or legal guardians of Students. Parents may register for access to Parent Accounts wherein they may review and evaluate content and monitor the progress of Students for which they have provided access to the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are 18 years of age or older, are of legal age to form a binding contract with the company, and are not located in a country subject to a U.S.

Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties. IF YOU ARE UNDER AGE 18, YOU MAY NOT REGISTER FOR AN ACCOUNT AND CAN ONLY USE THE WEBSITE IF A TEACHER OR ADMINISTRATOR EMPLOYED BY THE SCHOOL IN WHICH YOU ARE FORMALLY REGISTERED AS A STUDENT, OR A PARENT (EACH, A **“RESPONSIBLE ADULT”**) PROVIDES YOU WITH A USER CODE OR A USER ACCOUNT. A USER ACCOUNT MAY ONLY BE CREATED BY A RESPONSIBLE ADULT. If you do not meet all of the requirements included in these Terms of Use or if you do not have all requisite authority and consent to be bound by the Terms of Use (as further described herein), you must not access or use the Website in any way.

We may, in our sole discretion, refuse to offer access to the Website to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules, and regulations applicable to you and the right to access the Website is revoked where these Terms of Use or use of the Website is prohibited.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. We will provide notice of changes by updating the Terms of Use available on the Website and will update the “Last Updated” date at the top of the Terms of Use page on the Website. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in **Governing Law and Jurisdiction** will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

If we make any changes to the way Student data is collected, used, or shared by the Website or the Company, we will also send an e-mail to all affected accountholders using the contact information we have on file with additional information regarding the collection of such data and available options regarding data collection and us, before the data is used in any manner inconsistent with the terms previously provided to Users.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you. If you do not agree to any changes, please stop using the Website and contact us to have your account deleted.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may

restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our *Privacy Policy* (<https://thejuicelearning.com/privacy-policy/>), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Subject to these Terms of Use, the Company grants you a limited license to access, view, download print, or reproduce certain portions of the Website, as designated by the Company, for the sole purpose of using the Website for your (or your Student's or your School's) educational, non-commercial purposes.

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide *social media features* with certain content, you may take such actions as are enabled by such features.
- You have been given either individualized written permission by e-mail or general permission by written statement on the Website for any use inconsistent with these Terms of Use.

You must NOT:

- Modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile, or reverse engineer any part of the Website except to the extent the foregoing restrictions are expressly prohibited by applicable statutory law.
- License, sell, rent, transfer, assign, reproduce, distribute, host, or otherwise commercially exploit the Website.
- Use framing techniques to enclose any trademark or logo on the Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- Use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to “scrape” or download data from any web pages contained in the Website.
- Except as expressly stated herein, no part of the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, provided that you may reproduce or print certain content made available through the Website, as designated by the Company, on behalf of your Students who have User Accounts.

The Company, its licensors, suppliers, and service providers reserve all rights not granted in the Terms of Use.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: info@thejuice.news.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately, you must, at our option, return or destroy any copies of the materials you have made and your account may be terminated without refund in the sole and absolute discretion of the Company. Any unauthorized use of the Website terminates the licenses granted by The Company pursuant to the Terms of Use. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the terms “Smart is a Process™,” the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses, social media handles, or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Translation

The Company has provided functionality in certain sections of the Website for certain original English text content to be translated to languages other than English (“**Translated Content**”) for your convenience using translation software powered by Amazon Translate, a third-party service provided by Amazon Web Services, Inc., which performs all translations directly and dynamically. Translated content is provided as a convenience to users of the Website in order to illustrate and otherwise convey the essence of the meaning of Translated Content’s official English version. Reasonable efforts have been made to provide accurate translations, however no machine generated automated translation is perfect and may contain inaccuracies, errors, or misstatements, and such automated translations are not intended to replace human translators. The Company does not own, manage, or control any aspect of Amazon Translate and is not responsible for the machine translations provided thereby. Translations are provided as a service to users of the Website and are provided on an “as is” basis. No warranty of any kind, either express or implied, is made as to the accuracy, reliability, completeness, or correctness of any translations made from English into any other language. The translations should not be considered exact, certified, official, authoritative, or endorsed by the Company. Some content accompanying Translated Content (such as images and videos) may not be accurately translated due to the limitation of the translation software. The official text of Translated Content is the English version. Any discrepancies or differences created in the translation are not attributable to the Company. The Company shall not be liable for, without limitation, any direct or indirect loss, damage, or other harm resulting from, connected to, relating to, or arising from any inaccuracies, errors, or misstatements contained in the Translated Content. Any discrepancies or differences between Translated Content and the official English version are not binding and have no legal effect for any purpose, including, but not limited to, compliance or enforcement. You rely on the translations at your own risk. By using the translations, you understand and agree to this section

in its entirety. If any question arises related to the accuracy of the information contained in Translated Content, please refer to the English version which is official.

Registration

In order to access certain features of the Website, you must have a registered account (an “**Account**”). Accounts are categorized as “Student,” “Parent,” “Teacher” and “Administrator.”

If you are under age 18, you may only register for and use the Website under the supervision of an adult, in which case the adult will be deemed the User and will be responsible for any and all activities.

In registering for the Website, you (a) agree to provide all necessary information about yourself and your School, if applicable (“**Registration Data**”); (b) represent and warrant that all Registration Data is true, current, and complete; and (c) agree to maintain and promptly update the Registration Data to keep it true, current, and complete.

You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify the Company immediately of any unauthorized use of your password or any other breach of security. You agree not to create or access an Account using a false identity or any false or inaccurate information, or on behalf of someone other than yourself. You agree that you must not have more than one Account at any given time. You agree not to create an Account or use the Website if you have been previously removed by the Company, or if you have been previously banned from the Website.

If you are using or accessing the Website on your own behalf as a Parent, by accessing or using the Website in any way, you are representing that you have the authority and permission to enter into these Terms of Use and bind yourself to these Terms of Use and to use the Website as contemplated hereunder, including without limitation any consent necessary to use the Website in connection with any Student with whom you use the Website or for whom you create a Student Account using your Account.

Currently, the Company offers two different types of Accounts to access the Website for educational professionals on behalf of a School: Teacher Accounts and Administrator Accounts. Authority to create either of these Account types will be determined by the appropriate individual representative of a School.

If you are using or accessing the Website on behalf of a School, you must have the authority and permission to enter into these Terms of Use on behalf of the School and to use the Website on such School’s behalf as contemplated hereunder, including without limitation any consent necessary to use the Website in connection with any particular Students. In such cases, the term “**you**” as used herein will also refer to such School. Your School will also be responsible for any activities, including any violation of the Terms of Use, that occur under your Account and any Accounts created using your Account.

In the event that you are no longer (a) employed by your School or (b) otherwise authorized to view or use Student records, you (i) must notify the Company immediately of such change and (ii) are not permitted to continue to view or use your Account.

Using your Administrator, Teacher, or Parent Account, you may create individual Student Accounts following the instructions on the Website or otherwise as directed by the Company, as permitted by the Company in its sole discretion. You may only create or facilitate the creation of

an Account for a Student for which you have consent and authority to do so. By entering a Student's information into the Website, you represent and warrant that you have all necessary consent and authority, including from the Student's legal guardian, to create an Account on such Student's behalf.

If you use the Website with Students under 13 years of age, you represent and warrant that (a) you are a Teacher or Administrator at a School or the Student's Parent and (b) if you are a Teacher or Administrator, that you have accurately identified such School in your Registration Data.

Student Accounts are for use by Students who are accessing the Website through a specific School in connection with a Class taught by a Teacher or with their Parent.

User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, polling questions, assessment questions, requests for feedback, broadcast communication portals, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose not prohibited by law or these Terms of Use. By using the Website and providing any suggestions, enhancement requests, recommendations, ideas, proposals, or other feedback provided by you or any of your Users ("**Feedback**"), you grant to us a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, otherwise commercially or non-commercially exploit in any manner, including to incorporate into the Website, any and all Feedback, and to sublicense the foregoing rights. You agree that your Feedback is provided on a non-confidential basis and the Company has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Notwithstanding the foregoing, User Contributions and other data that may be collected by the Company that qualify as Student Data will be subject to different restrictions as set forth below.

Student Data

“**Student Data**” includes all data that personally identifies a student, such as name, address, username, and password, or any other non-public information about a Student, such as a Student’s educational records and performance, but does not include De-Identified Data (as defined below). The Company will only collect and use Student Data as necessary to fulfill its duties and provide and improve the Website.

The Company may create and use De-Identified Data from data made available through the Website, in accordance with these Terms of Use and our privacy policy available at <https://thejuicelearning.com/privacy-policy/>. “**De-identified Data**” means data with all direct and indirect personal identifiers removed such as name, school ID numbers, date of birth, demographic information and location information, to the extent any is collected. The Company agrees not to attempt to re-identify De-Identified Data and not to transfer De-Identified Data to any party unless that party agrees not to attempt re-identification. More detailed information on the Company’s privacy practices can be found in the Company’s privacy policy available at <https://thejuicelearning.com/privacy-policy/>.

Teachers and Administrators using the Website are solely responsible for ensuring that you and your School are compliant with all applicable laws and regulations related to your disclosure of Student Data and other Student information (“**Student Records**”) to the Company in connection with the Website, including, but not limited to the Family Educational Rights and Privacy Act (“**FERPA**”). Without limiting the generality of the foregoing, for all Student Records disclosed to the Company, you represent and warrant, to the extent required by applicable law, such as FERPA, that your School has (a) notified such Students’ parents or legal guardians of your use of third party services, including the Website, and the potential disclosure of Student Records in connection with such use and (b) obtained the appropriate consent(s) from the parents or legal guardians of such Students. If such Student is 18 years old or older, the notice and consent requirements of (a) and (b) will apply to the Student instead of such Student’s parent or legal guardian.

By making available any Student Data to the Company, including on or through the Website, you grant to the Company a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute and display Student Data solely for the purposes of (a) maintaining the Website and (b) creating, using, and disclosing De-Identified Data about Students for product development, research, or other purposes.

The Company will store and process all Student Data in accordance with industry standard practices. This includes appropriate administrative, physical, and technical safeguards to secure Student Data from unauthorized access, disclosure, and use. The Company will conduct periodic risk assessments and use commercially reasonable efforts to remediate identified security vulnerabilities. The Company will also have an incident response plan and will promptly notify the relevant School in the event of a security or privacy incident or breach of personal information involving such School’s Users.

The Company will not (a) sell or trade Student Data; (b) use any Student Data to advertise or market to Students or their parents or legal guardians; or (c) use Student Data except as expressly

stated herein. From time to time, the Company may direct advertising or marketing to Schools but will de-identify any Student Data used in connection with such marketing efforts.

The Company will make certain Student Data available to Parent, Teacher, and Administrators through their Accounts and all other Student Data available upon a verified request by the School, Teacher, Parent, or Administrator who provided such Student Data or who would otherwise have verified authority to receive such Student Data.

The Company does not scan Student Data for the purpose of advertising or marketing to Students or their parents or legal guardians (also known as “Data Mining”).

When Student Data is no longer needed for the maintenance of the Website, at the request of the School, Student, or Student’s parent or legal guardian, as applicable, the Company will destroy all Student Data in its possession, and in the possession of any subcontractors or agents to which the Company transferred Student Data, or transfer such Student Data to the requesting School, if legally permitted.

The Company may rely on one or more subcontractors to maintain the Website. Upon request, the Company agrees to share with you the names of subcontractors that have direct access to Student Data made available by you. All subcontractors and successor entities of the Company will be subject to the protections for Student Data set forth in these Terms of Use.

All intellectual property rights in Student Data not granted herein will remain the exclusive property of the School, Student, or Student’s parent or legal guardian, as applicable.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy to the extent not prohibited by law or these Terms of Use.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use without any refund for unused periods of time.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE

PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot and do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards; User Code of Conduct

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy (<https://thejuicelearning.com/privacy-policy/>).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization, including submission of work of others as your own or other attempts to cheat on assignments.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please send us a notice of copyright infringement to info@thejuice.news. It is the policy of the Company to terminate the user accounts of repeat infringers.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy (<https://thejuicelearning.com/privacy-policy/>). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the sale of services or information formed through the Website, or resulting from visits made by you, are governed by our Terms of Sale, which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Terms of Sale

Annual Contract, Prepaid by Credit Card

Your subscription begins on the start date specified on your invoice or provided to you at the time of purchase. You will be charged, in one lump sum, the annual stated rate, plus applicable taxes, if any. You authorize us to store your payment method(s). Your payment is non-refundable. Your service will continue until the end of your contracted term. You may update your payment information at any time by contacting your sales representative or our customer support team.

Annual Contract, Bank Transfer and Check

Your subscription begins as soon as your initial order is processed. Full payment of the stated annual rate, plus applicable taxes, if any, is due within 15 days of placing your order unless

otherwise communicated to you in writing. Your payment is non-refundable. Your service will continue until the end of your contracted term.

Other Matters

Pursuant to your subscription, we are providing you and your users access to our proprietary electronic online software platform through which we publish our educational services, which will be available to you and your users through our website, the e-mail-based newsletters we send to you, digital publications, videos, podcasts, social media posts, and other channels, known collectively as the software. We are the exclusive owner of all right, title, and interest in the software. We are not responsible for, and you will not receive any reimbursement for, any software or server downtime, server delayed response time, network problems, or any other service interruptions related to the performance of the software.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites

or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

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The owner of the Website is based in the State of Florida in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws, and, in addition, your use may be subject to additional terms not included herein.

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TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$50 OR THE AMOUNT YOU HAVE PAID TO THE COMPANY FOR THE APPLICABLE SERVICE IN THE LAST 12 MONTHS OUT OF WHICH LIABILITY AROSE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), will be governed by and construed in accordance with the internal laws of the State of Florida in the United States of America, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website will be instituted exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located in the City of Miami and County of Miami-Dade, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At the Company's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Florida law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use will not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy (<https://thejuicelearning.com/privacy-policy/>), and Terms of Sale constitute the sole and entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Other Miscellaneous Terms

These Terms of Use, and your rights and obligations hereunder, may not be assigned, subcontracted, or otherwise transferred by you without the Company's prior written consent and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void *ab initio*.

The Company may assign these Terms of Use without your consent.

The Company will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, pandemic, labor, or materials. Where the Company requires that you provide an e-mail address, you are responsible for providing the Company with your most current e-mail address. In the event that the last e-mail address you provided to the Company is not valid, or for any reason is not capable of delivering to you any notices required permitted by the Terms of Use, the Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to the Company at the following address: 3725 Leafy Way, Miami, Florida 33133, USA. Such notice will be deemed given when received by the Company by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

Unless you or your employer have entered into a separate agreement with the Company, the Terms of Use are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

Your Comments and Concerns

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