WELCOME TO KNOVVA!

Knovva Academy, Inc. ("Knovva", "we," "us," "our") is a global, social learning platform where people from around the world can learn and connect. Our policies are designed to create a safe and fair environment for all Knovva members ("Member(s)," "you," "your(s)"). You can use the Site to learn and connect with others, share and discuss ideas. Learning what’s allowed can help you avoid unintentionally breaking the rules and helps everyone in encouraging reliable and trustworthy Members.

PLEASE READ THESE TERMS OF SERVICE ("TERMS"), OUR PRIVACY POLICY, AND ALL OTHER KNOVVA POLICIES CAREFULLY. THESE ARE LEGALLY BINDING AGREEMENTS THAT CONTROL YOUR ACCESS TO AND USE OF THE KNOVVA WEBSITE, MOBILE APPLICATION(S) AND RELATED CONTENT (EACH INDIVIDUALLY OR TOGETHER THE "SITE") AND MAY AFFECT YOUR RIGHTS AND OBLIGATIONS. THESE TERMS OF SERVICE APPLY TO YOU IF (A) YOU ARE A USER OF THE SITE OVER THE AGE OF 18 (OR, IF NOT 18, THE APPLICABLE AGE OF MAJORITY IN YOUR JURISDICTION) OR (B) YOU ARE A PARENT OR GUARDIAN ENTERING IN TO THESE TERMS OF SERVICE ON BEHALF OF A CHILD BETWEEN THE AGES OF 13-18 YEARS OF AGE WHO WILL BE A USER OF THE SITE. BY USING THIS SITE OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THESE TERMS, YOU (1) SIGNIFY YOUR AGREEMENT TO THE TERMS OF SERVICE, AND (2) AFFIRM THAT YOU FALL INTO EITHER CATEGORY (A) OR (B), ABOVE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE OR DO NOT FALL INTO CATEGORY (A) OR (B) ABOVE, PLEASE EXIT THIS SITE IMMEDIATELY, AS YOU ARE NOT AUTHORIZED TO USE THE KNOVVA SITE.

These Terms of Service contain a mandatory arbitration provision that, requires the use of arbitration to resolve disputes, rather than jury trials or any other court proceedings of any kind.

You acknowledge that these Terms of Service are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. From time to time, these Terms of Service may be changed, expanded or amended, and may include the introduction of additional terms for certain Site features. Any changes to these Terms of Service may be made without notice and will be effective immediately upon posting on the Site, so please be sure to review them on a regular basis. The effective date appearing at the top of this page indicates when the latest changes were made to these Terms of Service.

Your Acceptance

By using the Site, you represent that you have read and understand these Terms of Service you agree to be bound by these Terms of Service and all other Knovva Policies governing the use of the Site.

Your Account

When and if you register with the Site, you agree to (a) provide accurate, current and complete information about yourself as prompted by our registration form (including your email address) and (b) maintain and update your
information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your access to and use of all or any portion of the Site.

As part of the registration process, you may be asked to select a username and password. We may refuse to grant you, or require that you change, any username or password that you select in registering, including anything you select that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive or may cause confusion, as determined by us in our sole discretion. You will be responsible for the confidentiality and use or misuse of your username and password and agree not to transfer or resell your use of or access to the Site to any third party. If you have reason to believe that your account with us is no longer secure, you must promptly notify us and change your username or password. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

Submission of Materials

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Subject to your compliance with these Terms, you are granted a limited, non-sublicensable, non-transferable, non-assignable, revocable, license to access and use this Site. This license does not include; (i) any resale or commercial use of the Site and all content and other materials on our Site (excluding Content that you post), including, but not limited to, our logo and all designs, text, graphics, pictures, information, data, software and the selection and arrangement thereof (each individually or together the “Site Materials”) therein; (ii) the distribution, public performance or public display of any Site Materials; (iii) modifying or otherwise making any derivative uses of our Site and/or the Site Materials (or any portion thereof); (iv) use of any data mining, robots or similar data gathering or extraction methods; (v) downloading (other than the page caching) of any portion the Site or any information contained therein, except as expressly permitted by these Terms; or (vi) any use of the Site other than for its intended purpose.

KNOVVA welcomes and values your contributions to the Site in areas designated for contribution. In such areas, users may post reviews, comments and other content, so long as you adhere to KNOVVA’s Code of Conduct listed below in our Terms of Service and our Privacy Policy.

Please note that, because we and our designees allow users to post reviews and other information on the Site and may in the future host other types of forums on the Site (collectively, the “Forums”) and, therefore, redistribute materials you give to us, we require certain rights in those materials. Accordingly, by sending or transmitting to us reviews, comments, creative suggestions, ideas, notes, concepts, information or other materials (collectively,
“Submissions”), or by posting such Submissions to any area of the Site, you hereby grant to us and our designees a worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right and license to reproduce, distribute (through multiple tiers), adapt, modify, edit, create derivative works of, perform and display (publicly or otherwise), make, have made, sell, offer for sale, import, analyze and otherwise use such Submissions, alone or as part of other works, in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without additional consideration to you or any third party. None of the Submissions will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any Submissions. You also grant Knovva and its affiliates and sublicensees the right to use the name that you submit in connection with such Submissions, if we or they so choose. You represent and warrant that you own or otherwise control all of the rights necessary to grant the licenses granted in this section, including with respect to the content in your Submissions; that the content in your Submissions is accurate, does not violate these Terms of Use and will not cause injury to any person or entity, including by violating of the rights of any such person or entity; and that you will indemnify Knovva or its affiliates or sublicensees for all claims resulting from Submissions you supply. Knovva takes no responsibility and assumes no liability for any Submissions posted by you or any third party, including if you make any of your personally identifiable information available through the Site.

Our Forums are designed to facilitate the exchange of information between users. Information, products, services and other materials available on our Forums is provided by our staff and other contributors, some of whom use anonymous screen names and are people not otherwise connected with Knovva ("Third Party Materials"). You acknowledge that a large volume of information, including Third Party Material, is available in our Forums and that people participating in such Forums occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, misleading or deceptive. We neither control, nor endorse, nor are we responsible for such messages or statements, or for any opinion, advice, information or other content or Third Party Materials made or displayed on the Site or Forums by third parties, whether such third parties are visitors to the Site, members of the Knovva community or others. The opinions expressed in the Forums reflect solely the opinion(s) of the participants and may not reflect the opinion(s) of Knovva. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information or Third Party Materials. Under no circumstances will we or our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on such information or Third Party Materials.

We have no obligation to monitor the Site or the Forums, or any Submissions or other materials (including Third Party Materials) that you or other third parties transmit or post on the Site or the Forums. You acknowledge and agree that we and our affiliates have the right (but not the obligation) to monitor or analyze your access to or use of the Site and the Forums and the materials you transmit or post, including Submissions; to evaluate, alter or remove any such materials (including, without limitation, any Submissions or postings to a Forum) before or after they appear in a Forum; to disclose such materials and the circumstances surrounding their transmission to any third party for any reason or purpose, including in order to operate the Site properly; to protect ourselves, our sponsors and our members and visitors; and to comply with legal obligations or governmental requests.

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You are free to post and delete your Content at any time. Upon such deletion, Knovva typically will remove your deleted Content from its servers within a commercially reasonable time. You may not post any Content that violates any applicable laws, rules, policies or regulations. You hereby agree not to post anything that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying our Site.

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You agree to use our Site at your own risk and that you are solely responsible for your use of the Site and for the Content that you post. It is your responsibility to ensure that any Content that you post on the Site does not hurt or offend anyone or violate any applicable laws, rules, policies or regulations. In no case will Knovva be liable for without limitation any statements, representations, Knovva Member or third party content on the Site, or in any public forum. Although we have no obligation to screen, edit or monitor any Knovva Member or Third Party Materials posted on the Site (see section titled, Content Accessible Through Links From This Site), we reserve the right, and have absolute discretion, to remove, screen or edit any such content posted or stored on the Site at any time and for any reason without notice. You are solely responsible for creating backup copies of and replacing any Content you post on our Site.

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Privacy

Knovva’s Privacy Policy explains how we treat your personal data and protect your privacy when you use the Site. By using the Site, you agree that Knovva can use your personal data in accordance with our Privacy Policy.

[LINK OF PRIVACY POLICY]

Your Representations and Warranties

You represent and warrant that your use of the Site will be in strict accordance with these Terms, and with all
applicable laws, rules and regulations, including without limitation all tax, federal, state, local, provincial and
international laws, rules and regulations applicable to your use of the Site and your Content, including all copyright,
patent and trademark laws.

By using the Site, you hereby agree to adhere to the following Code of Conduct and you will not:

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- Use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of
  any content;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous,
defamatory, obscene or otherwise objectionable or otherwise fails to respect the rights and dignity of
  others, (b) any material, non-public information about companies without the authorization to do so; (c) any
  material protected by trade secret, copyright, trademark, right of publicity or privacy or any other
  proprietary right of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes,
  investment opportunities or other unsolicited commercial purpose or communication;
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- “Frame” or “mirror” any part of the Site, or otherwise incorporate any part of the Site into any product
  or service, without our prior written authorization;
- Collect, harvest or store personal data or other information about other users;
- Harass other users;
- Restrict or inhibit any other visitor or Member from using the Site, including, without limitation, by
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  available, such as by “hacking” or defacing any portion of the Site;
- Engage in spamming or flooding;
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare,
  distribute or otherwise exploit any portion of (or any use of) the Site except as expressly authorized herein,
  without Knovva’s prior written consent;
- Reverse engineer, decompile or disassemble any portion of the Site, except where such restriction is
  expressly prohibited by applicable law;
● Transmit any software or other materials that contain any viruses, worms, trojan horses, Easter eggs, defects, date bombs, time bombs, spyware, or other items of a destructive nature; or

● Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “scrape,” “data mine” or in any way gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site or its contents.

If you find any Materials on the Site which you believe violate or are inconsistent with this Code of Conduct, please contact the Site administrator.

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We do our best to ensure that the Site is accessible through as many mobile device platforms as possible. However, Knovva cannot and does not guarantee that our Site will be accessible through your mobile device.

**Intellectual Property**

Intellectual Property means all patent rights, copyright rights, moral rights, trademark rights, trade secret rights, and all other intellectual property and proprietary rights related to the Site as may now exist or hereafter come into existence, and all applications for any of these rights and registrations, renewals and extensions of any of these rights, in each case under the laws of any state, province, country, territory or other jurisdiction. All such rights, title, and interest in and to the Site, excluding Content provided and owned by Knovva Members and except as otherwise expressly provided for herein, are and will remain the property of Knovva.

Subject to these Term of Service, you retain any applicable Intellectual Property rights to your Content, so in all cases it remains your property. By posting Content on our Site, you represent and warrant that you own all rights in and to such Content or, alternatively, you have acquired all necessary rights in such Content to enable you to grant the above licenses. Except as prohibited by law, you hereby waive any moral rights you may have in your Content under the laws of any jurisdiction. You further authorize us to publish your Content in a searchable format that may be accessed by Knovva Members and other Internet users.

**Claims of Copyright DMCA Notice**

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any of the materials hosted on this Site infringe your copyright, you (or your agent) may send us a notice by mail or e-mail, requesting that the material be removed or access to it blocked. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Knovva a counter-notice. Notices and counter-notices must meet the current statutory requirements imposed by the DMCA; see http://www.loc.gov/copyright for details. Notices and counter-notices with respect to the Site must
be sent in writing to our Legal Department as follows: by mail to Copyrights c/o Attention: Legal Department, Knovva Academy, Inc., 451 D St. Suite 710, Boston, MA 02210 USA; or by e-mail to info@knovva.com. Our Legal Department’s phone number is (617) 577-7770. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

To be effective, the DMCA notification must be a written communication that includes the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Site are covered by a single notification, a representative list of such works at that Site;
- Identification of the material that is claimed to be infringing 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;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has 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
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give notice of a claim of copyright infringement to our Members by means of a general notice on our Site, electronic mail to a Member’s email address in our records, or by written communication sent by first-class mail to a Member’s address in our records. In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable law, Knovva has adopted a policy of terminating, in appropriate circumstances, and at the sole discretion of Knovva, the right to access and use the Knovva Site for those Members who are deemed to be repeat infringers. Knovva may also, at its sole discretion, limit access to the Site and/or terminate the right of any Members to access and use the Knovva Site for the infringement of any intellectual property rights of others, whether or not there is any repeat infringement.

**Changes**

Knovva reserves the right, at its sole and absolute discretion, to temporarily or in perpetuity, change, modify, update, alter and/or cancel the Site or any portion thereof, these Terms and/or all other Knovva Policies, without notice to you. Knovva will not be liable for any kind of damage or loss to you or to any third party, stemming from any such changes, modifications, updates, alterations and/or cancellation of any of the Site or portion thereof, these Terms and/or all other Knovva Policies. Any Changes to these Terms and/or other Knovva Policies will be reflected on the Site and continued use of the Site thereafter will constitute acceptance of any such changes, modifications, updates, alterations and/or cancellation.

**Termination**
Notwithstanding anything to the contrary in these Terms and/or any of our Policies, we reserve the right to terminate, block or suspend your access to and use of the Site or any portion thereof, at any time and for any reason, without notice and without cause. Knovva shall have no liability for any such suspension or termination, following which your right to use the Site shall immediately cease, and you shall destroy all Materials obtained from the Site and all copies thereof, whether made under these Terms of Service or otherwise.

**Indemnification**

You agree to indemnify, defend and hold Knovva, our affiliates, licensors, member organizations, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including without limitation attorneys’ fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Service, (b) your use of and activities in connection with the Knovva Site and/or (c) your account(s). You shall cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

**Limitations on Liability**

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOSS OF REVENUE, LOSS OF PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE KNOVVA SITE, YOUR CONDUCT OR THE CONDUCT OF ANY OTHER MEMBERS, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, EMOTIONAL DISTRESS, ANY OTHER DAMAGES AS A RESULT OF CONTACT WITH OTHER MEMBERS AND/OR ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY MEMBER ON ANY INFORMATION OBTAINED FROM KNOVVA, VIA OUR SITE (OR THAT RESULTS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR UNAUTHORIZED ACCESS TO OUR SITE), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

**Disclaimer of OUR Representations and Warranties**

UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING, OUR SITE, MOBILE APPLICATIONS, SITE MATERIALS, CONTENT, THIRD PARTY CONTENT, ANY HYPERLINKS AND ANY OTHER SERVICES AND/OR CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH OUR SITE (EACH INDIVIDUALLY OR TOGETHER THE “KNOVVA SERVICES”) ARE PROVIDED TO YOU “AS IS” WITHOUT ANY REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF ANY KIND. WE DO NOT WARRANT THAT ANY KNOVVA CONTENT/SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE MAKE NO REPRESENTATIONS OR
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Member Disputes/Releases

If you have a dispute with one or more Members, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from all claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

Disputes/Arbitration

You and Knovva (each individually a “Party” and collectively the “Parties”) agree that any dispute relating to these terms or the use of the Site will be resolved solely by the means set forth in this section. In the event that any such dispute arises, you agree to first contact Knovva directly and the Parties agree to make a good faith effort to resolve the dispute. If the matter remains unresolved for sixty (60) days after your initial contact with Knovva regarding the dispute, the matter will be submitted to binding arbitration under the rules of the Any such arbitration will be conducted in Boston, Massachusetts – USA. The arbitrator(s) involved in settling any such dispute will have authority to grant specific performance and to allocate the costs of arbitration between the Parties as the arbitrator(s) deems equitable. Any such judgments rendered by the arbitrator(s) may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

Waiver

Knovva’s failure to strictly enforce any provision of our Terms and/or Policies will not constitute a waiver of any such provision.

Applicable Law and Jurisdictional Issues
The Site is controlled and operated by Knovva from its office in Boston, Massachusetts and is not intended to subject Knovva to the laws or jurisdiction of any state, country or territory other than Massachusetts and the United States of America. The Site is solely directed to individuals residing in the United States. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. We may limit the Site’s availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we so choose. These Terms of Service are governed by and construed in accordance with the laws of the United States of America (including federal arbitration law) and the State of Massachusetts, United States of America, without regard to its principles of conflicts of law or your location, and the parties hereby expressly exclude application of the United Nations Convention on the International Sale of Goods.

Except for disputes that qualify for small claims court, any dispute or claim arising out of or relating to these Terms of Service or any aspect of the relationship between you and Knovva, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury and you agree that Knovva and you are each waiving the right to trial by a jury. The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at <<https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTAGE2021425&revision=latestreleased>>. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator’s decision will follow these Terms of Service and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Terms of Service, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. In addition to any other relief awarded, the prevailing Party in any action arising out of this Agreement shall be entitled to its reasonable attorneys’ fees and costs.

**Entire Agreement**

These Terms, and any updates thereto, will constitute the entire agreement between you and Knovva concerning the Site and supersedes all prior understandings, agreements and documentation relating to such subject matter.

**Severability**

If a court of competent jurisdiction deems any provision of these Terms invalid, the invalidity of such provision will not affect the validity of the remaining provisions of the Terms, which will remain in full force and effect.
Contact Information

If you have any questions about these Terms of Service or anything else, please contact Knovva, Inc. at:

Attention: Legal Department

Knovva Academy, Inc.
451 D St. Suite 710
Boston, MA 02210 USA