

TERMS OF USE

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INTRODUCTION

YOUNG TEACHERS, INC. (**We** or **YTEACH**) provide this Mobile Site or Mobile App (collectively, “**Site**”) for your use, subject to these Terms of Use and all applicable laws and regulations. Please read these Terms of Use carefully. **By accessing and/or using the Site, you fully and unconditionally accept and agree to be bound by these Terms of Use, including binding arbitration. If you do not agree to them, please do not visit or use the Site.** YTEACH reserves the right to revise these Terms of Use, so please check back periodically for changes. Your continued use of the Site following the posting of any changes to these Terms of Use constitutes your acceptance of those changes. Updates will be evidenced by a more recent **Last Updated** date at the top of this page. All changes are effective immediately when We post them, and apply to use of the Site thereafter.

USE OF THE SITE

YTEACH maintains the Site for your non-commercial personal use. Your use of the Site for any other purpose is permissible only upon the express prior written consent of YTEACH. Without limiting the foregoing, you may not: (1) use the Site in a commercial manner, including by distributing, transmitting or publishing the Site or any of its content; (2) interfere with others' use of the Site; (3) impair the Site's operation or interfere with or disrupt the servers or networks connected to it; (4) interfere with YTEACH's intellectual property rights; (5) frame or otherwise co-brand the Site or any of its content; (6) deep-link to any portion of the Site; or (7) use the Site for any illegal purpose. We reserve the right in our sole discretion to terminate or restrict your use of the Site, without notice, for any or no reason, and without liability to you or any third party. In such event, we may inform your Internet service provider of your activities and take appropriate legal action.

SCRAPERS AND BOTS

Use of any robot, spider, site search, retrieval application or other manual or automatic device to retrieve, index, scrape, data mine or in any way gather or extract content on or available through the Site or reproduce or circumvent the navigational structure or presentation on the Site without YTEACH's express written consent is prohibited.

SITE MODIFICATIONS

We reserve the right, in our sole discretion, to modify, suspend or discontinue any part of the Site at any time, without notice or liability to you or any third party. We also reserve the right, in our sole discretion, to impose limits on certain features and services.

PRIVACY POLICY

YTEACH takes your privacy seriously. Any information submitted on or collected through the Site is subject to our [Privacy Policy](#), the terms of which are incorporated into these Terms of Use.

LINKS TO OTHER SITES

The Site may include links to third-party Websites. YTEACH does not control and is not responsible for the content or privacy policies of any linked site, and the inclusion of any link on the Site does not imply our endorsement of it.

TRANSACTIONS

All transactions made through the Site are subject to YTEACH's acceptance, which is in our sole discretion. Without limitation, this means that YTEACH may refuse to accept or may cancel any transaction, whether or not the transaction has been confirmed, for any or no reason, in our sole discretion, and without liability to you or any third party.

ELECTRONIC COMMUNICATIONS

By using the Site, you consent to receiving electronic communications and notices from YTEACH. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

INTELLECTUAL PROPERTY

All copyrightable text, graphics, sound, downloads, software and other material (collectively, the "Content"), the selection, compilation, arrangement and presentation of all materials, and the overall design of the Site are copyrighted by YTEACH and are protected by law. All rights reserved. You may print a copy of the Content on your computer only for your own personal, non-commercial home use, provided that you do not remove any copyright, trademark or other proprietary notices from the Content. Any other use of the Content is strictly prohibited, unless you have our prior written permission. The Site may also contain content that is owned by third parties, including our advertisers. You may use such third-party content only as expressly authorized by the applicable owner. YTEACH does not warrant that your use of materials displayed on or linked to the Site will not infringe the rights of third parties.

Claims of Intellectual Property Infringement

If you believe that materials posted on the Site violate your intellectual property rights, please contact YTEACH at: info@yteach.com. Please include: (1) an electronic or

physical signature of the person authorized to act on behalf of the owner of the proprietary interest; (2) a description of the copyrighted work or other protected material that you claim has been infringed upon; (3) a description of where the material is located on the Site; (4) your address, telephone number and e-mail address; (5) your statement that you have a good faith belief that the disputed use is not authorized by the copyright or other interest owner, its agent or the law; and (6) your statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright or other interest owner or are authorized to act on the owner's behalf.

The Y TEACH, and Stylized "Y" design marks are included in the family of trademarks and service marks owned by YTEACH (this is not an all-inclusive list of YTEACH's trademarks and service marks). Trademarks and service marks designated with the "®" symbol are registered with the U.S. Patent and Trademark Office and, possibly, with numerous foreign countries. Other trademarks and service marks belonging to YTEACH may be designated with the "SM" or "TM" symbols. Our trademarks and service marks may not be used in connection with any product or service without our prior written permission. All other brands, trademarks and names not owned by YTEACH that appear on the Site are the property of their respective owners, who may or not be affiliated with, connected to or endorsed by YTEACH.

YTEACH has a number of pending patent applications, both US and foreign, covering various aspects of this Site, and users are cautioned from copying, adopting, using or otherwise borrowing any techniques, menu operations, or other functional aspects or features as doing so may well result in liability for patent infringement.

USE OF INFORMATION SUBMITTED

You agree that YTEACH is free to use any comments, information or ideas contained in any communication you may send to us, without compensation, acknowledgement or payment to you, for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the Site or other products or services.

NO WARRANTY

While we use our reasonable efforts to maintain the accuracy and reliability of the Site, we do not warrant or represent that it will always function or be error-free. We assume no responsibility or liability for errors or omissions on the Site or for problems with its operation. Your access and use of the Site are at your own risk. Without limiting the foregoing, THE SITE, ITS CONTENT AND ANY PRODUCT OR SERVICE OFFERED THROUGH IT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of certain

warranties, so the above may not apply to you.

LIMITATION OF LIABILITY

IN NO EVENT SHALL YTEACH, ITS RELATED COMPANIES, AND EACH SUCH COMPANY'S DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS, USE OR INABILITY TO USE THE SITE, ANY INFORMATION PROVIDED BY THE SITE OR ANY TRANSACTION ENTERED INTO THROUGH THE SITE.

Some jurisdictions do not allow the exclusion of certain damages, so the above may not apply to you. If any authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest extent permitted by applicable law.

INDEMNITY

You agree to indemnify and hold YTEACH and its related companies and each of their respective directors, officers, employees and agents harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and costs, arising, directly or indirectly, in whole or in part, out of your violation of any law or the rights of any person.

BINDING ARBITRATION

You agree that any controversy or claim arising out of or relating to the Site or use of the Site or these Terms, other than claims relating to infringement of copyright or other intellectual property, may only be settled by binding arbitration in accordance with this Section or alternatively, you may assert your claims in small claims court if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The arbitration must be held in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by the parties, in accordance with the applicable procedural rules set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures"), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The JAMS Rules and Procedures are available at www.jamsadr.com or by calling (800) 352-5267. The arbitrator must be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Florida law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. If you initiate arbitrations against YTEACH, you will not be responsible for professional fees for the arbitrator's services or any other JAMS fees. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by

JAMS, then the balance of this arbitration provision remains in effect and must be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision is null and void, and neither you nor YTEACH is entitled to arbitrate their dispute.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH MUST BE IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION. DISPUTES

These Terms of Use are governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to its conflict of law principles. Any action to enforce these Terms of Use regarding a claim not subject to binding arbitration must be brought in the federal court in the Southern District of Florida or the state courts located in Miami-Dade County, Florida. By using the Site, you consent to the jurisdiction and venue of these courts. Except where prohibited, you agree that any and all disputes, claims and causes of action directly or indirectly arising out of the Site shall be resolved individually, without resort to any form of class action. Any claim or cause of action you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises, regardless of any law to the contrary.

COMPLIANCE WITH US LAW

By using this Site, you represent and warrant that (i) you are not located in a country subject to a United States Government embargo, or a country that has been designated by the United States Government as a “terrorist supporting” country; and (ii) you are not listed on any United States Government list of prohibited or restricted parties.

GENERAL

If any provision of these Terms of Use is held to be invalid or unenforceable, that provision must be construed consistent with applicable law, and the remaining provisions must be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope of such section. Our failure to enforce any provision of these Terms of Use shall not constitute a waiver of that or any other provision. These

Terms of Use set forth the entire agreement between you and YTEACH in connection with your use of the Site.

CONTACT US

If you have any questions about these Terms of Use, please contact us at:

info@ytech.com