



## Papaya Institute Terms of Use

### **1. Acceptance of Terms**

Welcome to Papaya Institute Inc's Online Teaching Platform (hereinafter referred to as "the Platform"). By accessing or using the Platform, you agree to comply with and be bound by the terms and conditions of this Terms of Use Agreement (hereinafter referred to as "the Agreement"). If you do not agree to these terms and conditions, please do not use the Platform.

### **2. Description of Services**

Papaya Institute Inc offers online educational services for students aged 13 to 17 years old. These services include virtual classes conducted through Zoom, Google Meet, Blue Jeans, or another contracted video call provider, and the availability of recorded classes for later access.

### **3. User Eligibility**

You must be at least 13 years old to use the Platform. By using the Platform, you affirm that you are at least 13 years old and have the legal capacity to enter into this Agreement.

### **4. User Accounts**

To access certain features of the Platform, you may be required to create a user account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to provide accurate and complete information during the registration process.

## **5. User Conduct**

You agree to use the Platform in a manner that complies with all applicable laws and regulations and is in accordance with the guidelines provided by Papaya Institute Inc. You will not:

- Engage in any unlawful or fraudulent activity on the Platform.
- Impersonate any other person or entity.
- Share your account credentials with others.
- Post or transmit any content that is harmful, offensive, or violates the rights of others.

## **6. Admissions**

### **6.1 Admission Process**

Papaya Institute Inc conducts an internal review process for admissions. We reserve the right to accept or reject students at our discretion based on various factors, including but not limited to academic qualifications, availability of seats, and alignment with our educational goals.

### **6.2 Acceptance or Rejection**

The decision to accept or reject a student is final and not subject to appeal. We will communicate the admission status to the applicant within a reasonable timeframe.

## **7. Privacy Policy**

Your use of the Platform is also governed by our Privacy Policy, which can be found at the bottom of the home page (“[papayainstitute.org](http://papayainstitute.org)”). Please review this policy to understand how we collect, use, and protect your personal information.

## **8. Intellectual Property**

All content and materials available on the Platform, including but not limited to text, graphics, logos, images, and software, are the property of Papaya Institute Inc and are protected by intellectual property laws. You may not reproduce, distribute, or modify any content from the Platform without our written consent.

## **9. Refunds**

### **9.1 Refund Policy**

Papaya Institute Inc does not provide refunds for classes that a student has attended. Once a class has been attended, the fees for that class are non-refundable.

### **9.2 Cancellation Policy**

If a student cancels their enrollment in a class before the class start date, a refund may be issued in accordance with our refund policy. The refund policy can be found in section 9.1 of our terms of use.

## **10. Termination**

Papaya Institute Inc reserves the right to terminate or suspend your access to the Platform at our sole discretion, without notice, for any violation of this Agreement or for any other reason.

## **11. Disclaimers and Limitation of Liability**

### **11.1 Disclaimers**

The Platform is provided "as is," without any warranties of any kind, whether express or implied. We make no representations or warranties regarding the accuracy, completeness, or reliability of the content on the Platform.

### **11.2 Limitation of Liability**

To the fullest extent permitted by law, Papaya Institute Inc shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly.

## **12. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the governing laws. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the federal or state courts with jurisdiction.

## **13. Changes to the Agreement**

Papaya Institute Inc reserves the right to modify this Agreement at any time. Any changes will be effective immediately upon posting on the Platform. Your continued use of the Platform after the posting of changes constitutes your acceptance of those changes.

## **14. Contact Information**

If you have any questions or concerns about this Agreement, please seek legal advice from a professional.

## **15. Licensing of Projects**

### **15.1 Ownership**

Projects, coursework, or any other intellectual property created in or with the help of Papaya Institute Inc (collectively referred to as "Projects") shall be the exclusive property of Papaya Institute Inc.

### **15.2 Rights and Usage**

By participating in classes, workshops, or other educational activities provided by Papaya Institute Inc, you grant Papaya Institute Inc a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, modify, distribute, publicly display, and publicly perform your Projects for any purpose related to the goals and mission of Papaya Institute Inc, including but not limited to educational, promotional, and research purposes.

### **15.3 No Royalties**

You acknowledge that you shall not be entitled to any royalties or compensation of any kind for the use, reproduction,

distribution, or display of your Projects by Papaya Institute Inc.

## **16. Indemnification**

### **16.1 Indemnification by User**

You agree to indemnify, defend, and hold harmless Papaya Institute Inc, its officers, directors, employees, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorney's fees) arising from or related to:

- Your use of the Platform.
- Your violation of this Agreement.
- Any content you post or transmit on the Platform.
- Any actions or omissions by you that cause harm to other users of the Platform.
- Any damage or issues that may occur to your computer or device while using the Platform or following links from the Platform.

### **16.2 Notification**

You agree to promptly notify Papaya Institute Inc of any claims or potential claims against you related to your use of the Platform.

### **16.3 Papaya Institute Inc's Right to Defend**

Papaya Institute Inc reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Papaya Institute Inc in asserting any available defenses.

## **17. Prohibited Conduct**

You agree not to engage in any of the following prohibited conduct while using the Platform:

### **17.1 Commercial Use**

The services provided by Papaya Institute Inc are intended for personal, non-commercial use only. You shall not use the Platform for any commercial purposes, including but not limited to renting, loaning, selling, sublicensing, or reselling access to the Platform.

### **17.2 Content Restrictions**

You shall not post, transmit, or engage in any conduct that:

- Is offensive, indecent, vulgar, pornographic, hateful, racially or ethnically offensive.
- Promotes violence or discrimination based on race, religion, gender, sexual orientation, disability, or any other characteristic.
- Violates the rights of others, including their privacy, intellectual property, or proprietary rights.
- Constitutes harassment, impersonation, or unauthorized solicitation.
- Violates any applicable laws or regulations.

### **17.3 Misuse of the Platform**

You shall not engage in any activity that may interfere with or disrupt the proper functioning of the Platform, including but not limited to using any software or technology that may harm or attempt to harm the Platform or its users.

### **17.4 Unauthorized Access**

You shall not access or attempt to access the Platform by any means other than through the interface provided by Papaya Institute Inc or use any automated means to access or use the Platform without our express written permission.

### **17.5 Misrepresentation**

You shall not misrepresent your identity, qualifications, or affiliations with Papaya Institute Inc or any other entity.

### **17.6 Violations of Law**

You shall not use the Platform for any illegal or unauthorized purpose and shall comply with all applicable laws and regulations while using the Platform.

### **17.7 No Bots**

You shall not use bots, automated scripts, or other means to access the services provided by Papaya Institute Inc without our express written permission.



## **17.8 Copyright and Proprietary Rights Notices**

You shall not delete or alter copyright or proprietary rights notices appearing on the Platform or in any content accessed through the Platform.

## **17.9 Copyright Infringement**

You shall not commit or assist anyone in committing copyright infringement or any other intellectual property rights infringement while using the Platform.

## **17.10 Unsolicited Offers or Advertisements**

You shall not make unsolicited offers or advertisements on the Platform, including but not limited to spam, phishing, or other unwanted communications.

## **18. Third-Party Sites and Products**

You acknowledge and agree that while using the Platform, you may encounter links, references, or advertisements that lead to third-party websites, products, or services. Your access to and use of any third-party sites, products, or services is entirely at your own risk.

### **18.1 Independent Third Parties**

Papaya Institute Inc does not endorse or assume any responsibility for the content, functionality, accuracy, legality, or availability of any third-party websites, products, or services. Your interactions with third parties, including any transactions, warranties, or disputes, are solely between you and the third party.

## **18.2 No Endorsement or Warranty**

Papaya Institute Inc makes no representations or warranties regarding any third-party sites, products, or services, and disclaims any responsibility for them. You agree that Papaya Institute Inc shall not be liable for any loss or damage incurred as a result of your interactions with third parties or your use of third-party sites, products, or services.

## **18.3 Review of Third-Party Policies**

Before accessing or using any third-party site, product, or service, it is your responsibility to review and understand the terms of use, privacy policies, and other relevant policies and agreements associated with the third party. Your use of third-party sites, products, or services is governed by their respective terms and policies.

## **19. Disclaimer and No Warranties**

### **19.1 Services "As Is"**

You acknowledge and agree that the services provided by Papaya Institute Inc are provided on an "as is" and "with all faults" basis. Papaya Institute Inc makes no representations or warranties of any kind, express or implied, regarding the accuracy, completeness, reliability, availability, or suitability of the services.

### **19.2 No Guarantee of Uninterrupted Service**

Papaya Institute Inc does not guarantee that the services will be uninterrupted, error-free, or free of viruses or other harmful components. While we strive to provide a reliable

platform, you understand that there may be occasional disruptions or technical issues beyond our control.

### **19.3 User Responsibility**

You acknowledge and agree that your use, access, download, or reliance on content from the Platform and any third-party sites or services linked to the Platform is done at your own discretion and risk. You are solely responsible for any damage to your property, including but not limited to computers or loss of data, that may result from such activities.

### **19.4 No Warranties**

To the fullest extent permitted by applicable law, Papaya Institute Inc disclaims all warranties, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

### **19.5 Limitation of Liability**

You agree that Papaya Institute Inc shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, arising from your use or reliance on the services or any content made available through the Platform.

### **19.6 Academic and Admission Results**

You acknowledge and agree that Papaya Institute Inc does not promise or guarantee any specific academic or educational outcomes, including but not limited to grades, test scores, college admissions results, or earning awards or scholarships. Participation in

classes and educational programs offered by Papaya Institute Inc does not guarantee any specific academic or admissions results.

Papaya Institute Inc shall not be liable for any academic or admissions outcomes or for any decisions made by colleges, universities, or other institutions based on the academic records or achievements of students who have participated in our programs. The institute disclaims any responsibility for the actions or decisions of third-party educational institutions or organizations.

## **20. Limitation of Liability and Disputes**

### **20.1 Limitation of Liability**

To the fullest extent permitted by applicable law, Papaya Institute Inc, its officers, directors, employees, and affiliates shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, arising from:

- Your use or reliance on the services provided by Papaya Institute Inc.
- Any content or information obtained through the Platform.
- Any interruptions, errors, or technical issues related to the services.
- Any viruses or harmful components that may affect your computer or device.

### **20.2 No Liability for Business or Revenues**

Papaya Institute Inc shall not be

responsible for any damages, lost business, or lost revenues, even if we were advised of the possibility of such risks.

### **20.3 Total Liability**

In no event shall the total liability of Papaya Institute Inc to you for any claims, demands, or damages arising from or related to the services provided by Papaya Institute Inc exceed the amount you paid, if any, to Papaya Institute Inc for access to the Platform during the twelve (12) months immediately preceding the date of the claim.

### **20.4 Allocation of Risk**

You acknowledge and agree that your use of the website and the services is a fair and reasonable allocation of risk between you and Papaya Institute Inc.

### **20.5 Disputes Between Users and Third Parties**

Papaya Institute Inc is not responsible for disputes that may arise between users of the Platform or between users and third parties. We reserve the right, but have no obligation, to get involved in such disputes. Users release Papaya Institute Inc from any claims, demands, and damages in the event of a dispute with other users or third parties.

## **21. Notices, Waiver, Severability, and Arbitration**

### **21.1 Notices**

Any notices or communications required or permitted under these Terms of Use may be provided by email to the email address associated with your user account or by posting

such notices on the Platform. Notices sent by email are deemed given upon transmission, and notices posted on the Platform are deemed given after a reasonable time following their posting.

## **21.2 No Waiver**

The failure of Papaya Institute Inc to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

## **21.3 Severability**

If any section or provision of these Terms of Use is deemed unlawful, void, or unenforceable, that section or provision shall be eliminated to the minimum extent necessary, and the remaining terms shall remain valid and enforceable.

## **21.4 Arbitration**

### **21.4.1 Agreement to Arbitration**

Any dispute, claim, or controversy arising out of or relating to these Terms of Use or your use of the Platform shall be resolved through arbitration, except for disputes that qualify for small claims court.

### **21.4.2 Arbitration Procedures**

Arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) or a mutually agreed-upon arbitration organization. The arbitration shall be conducted by a single arbitrator selected in accordance with the applicable rules.

### **21.4.3 Class Action Waiver**

You and Papaya Institute Inc agree that any arbitration shall be conducted on an individual basis and not as a class, collective, or representative action. You waive the right to participate in any class, collective, or representative proceeding.

### **21.4.4 Costs and Expenses**

Each party shall bear their own attorneys' fees, filing fees, expert fees, and witness fees incurred in connection with the arbitration. The arbitrator may, in their discretion, award attorneys' fees and costs to the prevailing party, but such an award shall not be required.

### **21.4.5 No Court Litigation**

You agree that you are waiving the right to litigate disputes through a court and to have a judge or jury decide your case.