digedu Terms of Service

Welcome to digedu!

Thanks for using our products and services ("Services"). The Services are provided by digedu® Enterprises LLC ("digedu®"), located at 444 N Michigan, STE# 2880 Chicago, IL 60611.

By using our Services, you are agreeing to these terms. Please read them carefully.

1. Using our Services

   1. For the time being, digedu® gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by digedu® as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by digedu®, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

   2. Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

   3. Don"t misuse our Services. For example, don"t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

   4. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don"t remove, obscure, or alter any legal notices displayed in or along with our Services.

   5. Our Services display some content that is not digedu®"s. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review all content that is available through digedu® so
please don"t assume that we do.

2. **Safety**
   We do our best to keep digedu® safe, but we cannot guarantee it. We need your help to keep digedu® safe, which includes the following commitments by you:

   1. You will not post unauthorized commercial communications (such as spam) on digedu®.
   2. You will not collect users' content or information, or otherwise access digedu®, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
   3. You will not upload viruses or other malicious code.
   4. You will not solicit login information or access an account belonging to someone else.
   5. You will not bully, intimidate, or harass any user.
   6. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
   7. You will not develop or spread any information, material, media, links, or references containing alcohol-related, dating or other mature content.
   8. You will not use digedu® to do anything unlawful, misleading, malicious, or discriminatory.
   9. You will not do anything that could disable, overburden, or impair the proper working or appearance of digedu®, such as a denial of service attack or interference with page rendering or other digedu® functionality.
   10. You will not facilitate or encourage any violations of this Statement or our policies.

3. **Registration and Account Security**
   digedu® users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

   1. You will not provide any false personal information on digedu®, or create an account for anyone other than yourself without permission.
   2. You will not create more than one personal account.
   3. If we disable your account, you will not create another one without our permission.
   4. You will not use digedu® if you are a convicted sex offender.
   5. You will keep your contact information accurate and up-to-date.
   6. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
4. **Protecting Other People's Rights**
   We respect other people's rights, and expect you to do the same.

   1. You will not post content or take any action on digedu® that infringes or violates someone else's rights or otherwise violates the law.
   2. We can remove any content or information you post on digedu® if we believe that it violates this Statement or our policies.
   3. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
   4. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
   5. You will not use our copyrights or trademarks (including digedu®, the digedu® and d Logo), or any confusingly similar marks, except as expressly permitted by our prior written permission.
   6. You will not post anyone's identification documents or sensitive financial information on digedu®.

5. **Privacy**
   Your privacy is very important to us. We collect information to provide better services to all of our users – from figuring out basic stuff like which language you speak, to more complex things like what information you find most useful or the what matters most to you on digedu®.

   We collect information in two ways:

   1. **Information you give us.**
   2. **Information we get from your use of our services.** We may collect information about the services that you use and how you use them, like when you visit a website that uses our advertising services or you view and interact with our ads and content. This information includes:

      - **Device information**
        We may collect device-specific information (such as your hardware model, operating system version, unique device identifiers, and mobile network information including phone number).
      - **Device information**
        We may collect device-specific information (such as your hardware model, operating system version, unique device identifiers, and mobile network information including phone number).
      - **Log information**
        When you use our services or view content provided by digedu®, we may automatically collect and store certain information in server logs. This may include:

          - details of how you used our service.
          - Internet Protocol Address
• device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.
• cookies that may uniquely identify your browser or your digedu® Account.

• Location information
When you use a digedu® equipped device, such as the Google Nexus 7, we may collect and process information about your actual location, like GPS signals sent by a mobile device. We may also use various technologies to determine location, such as sensor data from your device that may, for example, provide information on nearby Wi-Fi access points and cell towers.

• Local storage
We may collect and store information (including personal information) locally on your device using mechanisms such as browser web storage (including HTML 5) and application data caches.

• Cookies and anonymous identifiers
We use various technologies to collect and store information when you visit a digedu® service, and this may include sending one or more cookies or anonymous identifiers to your device.

How we use information we collect
We use the information we collect from all of our services to provide, maintain, protect and improve them, to develop new ones, and to protect digedu® and our users. We also use this information to offer you tailored content – like giving you more relevant media, information, and other educational resources.

When you contact digedu®, we may keep a record of your communication to help solve any issues you might be facing. We may use your email address to inform you about our services, such as letting you know about upcoming changes or improvements.

6. Mobile and Other Devices
We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as data usage fees, will still apply.

7. Amendments

1. We can change this Statement if we provide you notice (by posting the change on digedu).
2. Your continued use of digedu® following changes to our terms constitutes your acceptance of our amended terms.

8. Termination
If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of digedu® to you. We will notify you by email or at the next time you attempt to access your account.
9. **Content**

You agree not to contribute, use, or disseminate Content on digedu that:

1. creates a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to yourself, to any other person, or to any animal;
2. may create a risk of any other loss or damage to any person or property;
3. seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
4. violates, or encourages any conduct that violates laws or regulations;
5. contains any information or content we deem to be hateful, violent, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable;
6. contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);
7. infringes any third party's Intellectual Property Rights, privacy rights, publicity rights, or other personal or proprietary rights;
8. contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or
9. is fraudulent, false, misleading, or deceptive.

**Your Content in our Services**

When you upload or otherwise submit content to our Services, you give digedu® (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

10. **Disputes**

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or digedu® exclusively in a state or federal court located in Cook County, Illinois. The laws of the State of Illinois will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Cook County, Illinois, for the purpose of litigating all such claims.
2. If anyone brings a claim against us related to your actions, content or information on digedu®, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on digedu® and are not responsible for the content or information users transmit or share on digedu®. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on digedu®. We are not responsible for the conduct, whether online or offline, or any user of digedu®.

3. WE TRY TO KEEP DIGEDU® UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING DIGEDU® AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT DIGEDU® WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT DIGEDU® WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. DIGEDU® IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR DIGEDU®, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR DIGEDU® WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS ($100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, DIGEDU®'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Definitions

1. By "digedu®" we mean the features and services we make available, including through (a) our website at www.digedu.co and any other digedu® branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) other media, software, devices, or networks now existing or later developed.

2. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with digedu®.

3. By "content" we mean anything you or other users post on digedu® that would not be included in the definition of information.

4. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from
digedu® or provide to digedu®.

5. By "post" we mean post on digedu® or otherwise make available by using digedu®.

6. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.

7. By "active registered user" we mean a user who has logged into digedu® at least once in the previous 30 days.

8. By "application" we mean any application or website that uses or accesses digedu® as well as anything else that receives or has received data from us.

12. **Other**

1. This Statement is an agreement between you and digedu® Enterprises LLC. References to "us," "we," and "our" mean either digedu® Enterprises LLC.

2. This Statement makes up the entire agreement between the parties regarding digedu®, and supersedes any prior agreements.

3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.

4. If we fail to enforce any of this Statement, it will not be considered a waiver.

5. Any amendment to or waiver of this Statement must be made in writing and signed by us.

6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.

7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

8. Nothing in this Statement shall prevent us from complying with the law.

9. This Statement does not confer any third party beneficiary rights.

10. We reserve all rights not expressly granted to you.

11. You will comply with all applicable laws when using or accessing digedu®.