

SEMINAR, LLC TERMS OF USE

These Seminar, LLC Terms of Use (these “Terms of Use” or this “Agreement”) set forth the agreement between you and Seminar, LLC (“Seminar” “we” or “us”) regarding your use of our website and mobile applications, including our online Member community if you become a Member by signing our Member Agreement (website, mobile applications, and online Member community, collectively the “Service”). Seminar, LLC is made on a platform called Mighty Networks, Inc. (“Mighty Networks”) and the [Mighty Networks Terms of Use](#), [Mighty Networks Acceptable Use Policy](#), [Mighty Networks Privacy Policy](#), [Mighty Networks Data Processing Addendum](#), [Mighty Networks Copyright Policy](#) and [Mighty Networks Trademark Policy](#), and all other Mighty Networks policies, available here: <https://www.mightynetworks.com/policies> (collectively, “Mighty Networks Policies”) are incorporated herein. In the event of a conflict between these Terms of Use and the Mighty Networks Policies, these Terms of Use shall govern.

If you cannot agree to these Terms of Use, don't use the Service.

1. Using the Service

1.1 Who can use the Service?

You must be at least the age of majority in the state or country where you live to create or participate in the Service.

1.2 Privacy

We follow the same privacy practices as Mighty Networks, so our privacy practices are set forth in the [Mighty Networks Privacy Policy](#), which is part of this Agreement.

1.3 Acceptable Use

You agree to follow the [Mighty Networks Acceptable Use Policy](#) at all times while using the Services. You may submit a complaint or concern about us to hello@seminar.community.

1.4 Termination

We may terminate or suspend your use of the Service at any time for any reason, without any notice.

2. Your Content

2.1 Your Content.

All material that you input into the Service is “Your Content.” In connection with your use of the Service, you hereby grant and will grant us, Mighty Software, Inc. and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable (through multiple tiers), perpetual, irrevocable license to

copy, display, transmit, perform, distribute, store, modify, and otherwise use Your Content in connection with the operation of the Service in any form, medium or technology now known or later developed, including publication and use on any Integrated Services (as defined below). This license includes the right for us to make Your Content available and sublicense rights to other entities and individuals who partner with us in the delivery of the Service, including the right to move Your Content to another platform. We or Mighty Networks, Mighty Software, Inc. may preserve Your Content and may also disclose Your Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Use; (c) respond to claims that any Your Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of us, Mighty Networks, Mighty Software, Inc., its users and the public. The technical processing and transmission of Your Content may involve transmissions over various networks and changes to conform to technical requirements of connecting networks or devices. The aforementioned license provides us the right to alter, delete, or move any of Your Content at any time for any reason at our sole discretion.

You acknowledge that the purpose of our online Member community is to facilitate sharing of resources and so you hereby grant to all users of the Services who may see Your Content, including Members, a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable (through multiple tiers), perpetual, irrevocable license to copy, display, transmit, perform, distribute, store, modify, and otherwise use Your Content in any way and for any purpose and in any form, medium or technology now known or later developed.

You represent and warrant that you have the intellectual property rights (i) to grant the aforementioned licenses, and (ii) to post, recreate, share, or take any other action you take within the Service related to Your Content. We are not responsible for any use of Your Content by others. Please see Section 3 for more information about copyrights.

YOU AGREE TO NEVER INPUT ANY PERSONAL INFORMATION OF STUDENTS INTO THE SERVICE AT ANY TIME.

2.2 Acceptable Use

You agree to follow the [Mighty Networks Acceptable Use Policy](#). You accept responsibility if Your Content violates the intellectual property or personal rights of others. You agree to pay all royalties, fees, and any other monies owed to any person by reason of any of Your Content. We are not obligated, but reserve the right, to remove or suspend, in whole or part, Your Content that violates the [Mighty Networks Acceptable Use Policy](#).

3. Copyright and Trademark Policies

The [Mighty Networks Copyright Policy](#) and [Mighty Networks Trademark Policy](#) are incorporated by reference into this Agreement. If you believe that your intellectual property is being violated on the Service, you can submit a complaint and request for takedown of specific material at hello@seminar.community or legal@mightynetworks.com.

4. Service Materials

4.1 Service Materials

All right, title, and interest in the Service, including the Seminar or Mighty Networks buttons, badges, logos, widgets, text, images, design, software, documentation, source code, algorithms, graphics, photographs, video and audio files, other files, data, and the selection, arrangement, structure, coordination, and “look and feel” thereof (excluding Your Content, third-party web services or third-party content linked to or posted within the Service) (collectively “Service Materials”) are the property of us, Mighty Networks, or Mighty Software, Inc. and/or ours or their licensors. The Seminar name and logo are trademarks and service marks of Seminar LLC. We (or, as applicable, Mighty Networks or Mighty Software, Inc.) retain all right, title, and interest in and to the Service Materials. Except as expressly provided in these terms, you agree not to use, modify, reproduce, distribute, sell, license, reverse engineer, decompile, or otherwise exploit Service Materials without our express written permission.

Any feedback you provide to us regarding the Service and any functionality suggestions or improvements become our sole property and you shall have no interest in such feedback or in any functionality we create or improvements we make to the Service based on your feedback.

4.2 No Endorsement or Screening.

Please note that the Service contains access to third-party content and other interactions over which we have no control. We assume no responsibility for, nor do we endorse, offerings, or materials made available to you within the Service.

5. Data Processing Addenda

This agreement includes the [Mighty Networks Data Processing Addendum](#), which includes the US DPA, and the EU DPA.

6. Integrated Services

The Service may include various online services like Facebook to be integrated into your Member account (“Integrated Services”). For example, you may be able to share or access your Seminar activity on Integrated Services such as Facebook. To take advantage of these features, we may ask you to register for or log into the Integrated Services on the websites of their providers. By enabling Integrated Services in connection with the Service, you are allowing us to pass to, and receive from, these

Integrated Services your login information and other data for use in connection with the Service and/or the Integrated Services. For more information about the implications of activating these Integrated Services and our use, storage, and disclosure of information related to you and your use of such services within Seminar or Mighty Networks (including your friend lists and the like), please see the [Mighty Networks Privacy Policy](#). However, please remember that your use of any Integrated Services, and the manner in which any Integrated Services offer or perform their services and collect, use, store, and disclose your information is governed solely by the terms of use, privacy policies, and other policies of such third parties, and we shall have no liability or responsibility for the privacy practices or other actions of any Integrated Services or any other third party site or service, whether or not they are directly enabled within the Service.

7. Paid Membership Service

If you select a portion of the Service for which a fee applies (“Paid Membership Service”), you agree to pay the applicable fee when you sign up. For a Paid Membership Service, you will be required to select a payment plan and instrument for payment. For a Paid Membership Service, additional terms apply and you can find those terms in the section entitled “Seminar, LLC Membership Agreement” at the end of these Terms of Use. The Membership Agreement is incorporated herein.

8. Disclaimers and Limitation of Liability

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF SEMINAR TO YOU. EACH PROVISION BELOW APPLIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW:

8.1 WE ARE PROVIDING YOU THE SERVICE, ALONG WITH SERVICE MATERIALS AND THE OPPORTUNITY TO CONNECT WITH OTHERS, ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, ACCURACY AND COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE.

8.2 SEMINAR MAKES NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR: (i) CONTENT POSTED BY ANY MEMBER, OR THIRD PARTY, (ii) ANY THIRD-PARTY WEBSITE, THIRD-PARTY PRODUCT, OR THIRD-PARTY SERVICE LISTED ON OR ACCESSIBLE TO YOU THROUGH THE SERVICE, INCLUDING AN INTEGRATED SERVICE PROVIDER (iii) THE QUALITY OR CONDUCT OF ANY THIRD PARTY, HOST, OR MEMBER YOU ENCOUNTER IN CONNECTION WITH YOUR USE OF THE SERVICE. SEMINAR MAKES NO WARRANTY THAT (a) THE SERVICE WILL MEET YOUR REQUIREMENTS, (b) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS OR INFORMATION THAT YOU MAY OBTAIN FROM THE USE OF THE SERVICE, WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY

PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE. YOUR USE OR RELIANCE UPON ANY INFORMATION OBTAINED FROM THE SERVICE IS AT YOUR OWN RISK.

8.3 YOU AGREE THAT UNDER THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR OWNERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "SEMINAR PARTIES"), WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT SEMINAR PARTIES SPECIFICALLY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LOSS OF DATA (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE SERVICE.

8.4 YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE.

8.5 WITHOUT LIMITING THE FOREGOING, SEMINAR'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICE OR THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID TO SEMINAR IN CONNECTION WITH THE SERVICE IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

9. Indemnification

You agree to release, indemnify, and defend Seminar Parties from all third-party claims and costs (including reasonable attorneys' fees) arising out of or related to: i) your use of the Service, ii) Your Content, iii) your conduct or interactions with other Members or users of the Service, or iv) your breach of any part of this Agreement. We will promptly notify you of any such claim, and will provide you (at your expense) with reasonable assistance in defending the claim. You will allow us to participate in the defense, and will not settle any such claim without our prior written consent. We reserve the right, at our own expense, to assume the exclusive defense of any matter otherwise subject to indemnification by you. In that event, you will have no further obligation to defend us in that matter.

10. General Legal Terms

10.1 Changes to these Terms

We may amend this Agreement (including any policies incorporated into this Agreement) at any time in our sole discretion. If we amend the terms to this Agreement, such amendment will be effective after we send you notice of the amended agreement. Such notice will be in our sole discretion and manner of notification could include, for example, via email, posted notice on the Service, or other manner. You can view the Agreement at any time here. Your failure to cancel your account, or cease use of the Services, after receiving notification of the

amendment, will constitute your acceptance of the amended terms. If you do not agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your account or to cease use of the Services. Mighty Networks may amend its policies that are incorporated herein in accordance with such policies.

10.2 Governing Law and Jurisdiction

You agree that Seminar is operated in the United States and will be deemed to be solely based in Washington and a passive service for purposes of jurisdictional analysis. For any claims for which arbitration is inapplicable, you agree that such claims will be brought in federal or state court in King County, Washington and governed by laws of the state of Washington, without regard to any conflict of law provisions. You agree to the jurisdiction of such courts.

10.3 Class Action Waiver

Any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. By agreeing to these terms, you are waiving the right to participate in a class action.

10.4 Use Outside of the United States

Seminar expressly disclaims any representation or warranty that the Service complies with all applicable laws and regulations outside of the United States. If you use the Service outside of the United States, you expressly understand and agree that you are responsible for determining compliance with different laws, regulations, or customs that may apply in connection with your use of the Service. You represent that you are not (1) located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country, and (2) listed on any U.S. government list of prohibited or restricted parties.

10.5 Applications and Mobile Devices

If you access the Service through a Seminar mobile application, you acknowledge that this Agreement is between you and Seminar only, and not with another application service or application platform provider (such as Apple, Inc. or Google Inc.), which may provide you the application subject to its own terms. To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply.

10.6 Survival

The following provisions will survive expiration or termination of this Agreement: Sections 2-6, 8, 9, 10.2, 10.12, 10.14 and any other provisions that by their nature must survive in order to give effect to their provisions.

10.7 Notice For California Users

Under California Civil Code Section 1789.3, California web users are entitled to the following specific consumer rights notice: The Service is provided by Seminar, LLC, located in Seattle, Washington. If you have a question or complaint regarding the Service, please contact Seminar, LLC at hello@seminar.community. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

10.8 Government End Users

Any Seminar software and related documentation are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 (as applicable). Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202- 1 through 227.7202-4 (as applicable), the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. government end users: (i) only as Commercial Items; and (ii) with only those rights as are granted to all other end users pursuant to this Agreement.

10.9 Assignment

You may not assign or transfer this Agreement (or any of your rights or obligations under this Agreement) without our prior written consent; any attempted assignment or transfer without complying with the foregoing will be void. We may freely assign or transfer this Agreement. This Agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns.

10.10 Electronic Communications

You consent to receive communications from us by email in accordance with this Agreement and applicable law. You acknowledge and agree that all agreements, notices, disclosures, and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing.

10.11 Entire Agreement / Severability

This Agreement, including the Membership Agreement and the Mighty Networks policies incorporated herein, supersedes all prior terms, agreements, discussions and writings regarding the Service and constitutes the entire agreement between you and us regarding the Service. If any provision in this Agreement is found to be unenforceable, then that provision will not affect the enforceability of the remaining provisions of the agreement, which will remain in full force and effect.

10.12 Notices

All notices permitted or required under this Agreement, unless specified otherwise in this Agreement, must be sent in writing as follows in order to be valid: (i) if to you, by us via email to the address associated with your account, and (ii) if to us by you via hello@seminar.community. Notices will be deemed given (a) if to you, when emailed, and (b) if to us, on receipt by us.

10.13 Relationship

This Agreement does not confer any third-party beneficiary rights and does not create a joint venture, agency, partnership, or other form of joint enterprise between you and us. Except as expressly provided herein, neither party has the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

10.14 Waiver

No waiver of any terms will be deemed a further or continuing waiver or such term or any other term. Our failure to assert a right or provision under this Agreement will not constitute a waiver of such right or provision.

10.15 Further Assurances

You agree to execute a hard copy of this Agreement and any other documents, and take any actions at our expense that we may request to confirm and effect the intent of this Agreement and any of your rights or obligations under this Agreement.

10.16 Contact

Feel free to contact us at hello@seminar.community with any questions about this Agreement.

10.17 Agreement to Terms of Use

When you use the Service, you agree to the terms of use set forth in this Agreement (including the Mighty Networks policies incorporated herein), regardless of whether you are a registered user.

10.18 Changes to the Service

We are always trying to improve your experience on the Service. We may need to add or change features and may do so without notice to you.

SEMINAR, LLC MEMBERSHIP AGREEMENT

While the rest of these Terms of Use apply to anyone who visits our website, this Seminar, LLC Membership Agreement (“Membership Agreement”) only applies if you have created or been provided an account to become a Member. If you have created or been provided an account to become a Member, all of the Terms of Use, including this Membership Agreement, apply to you.

1. Membership Terms

1.1 Online Member Community Access: Seminar may accept or reject any Member applicant in Seminar’s sole discretion. Upon acceptance by Seminar, Members will receive access to Seminar, LLC’s online Member community, which includes forums, training materials, and other resources.

1.2 Membership is granted for the sole purpose of engaging in the online Member community to share and receive resources, participate in online training, and contribute to discussion forums.

1.3 Participation in Online Training: Members are encouraged to actively participate in online training sessions provided by Seminar.

1.4 Open Sharing: Members are allowed and encouraged to openly share professional challenges and celebrations within private and public forums to establish a strong and trusting national charter school community. Members should use tactful discretion when posting to ensure posts are professionally appropriate.

2. Community Norms

2.1 Seminar maintains a positive and productive space by enforcing the following community norms:

2.1.1 What You Give is What You Get: Members are encouraged to be generous and committed to sharing resources and ideas. Positive contributions build a supportive community.

2.1.2 Respect Confidentiality: Information shared within the online Member community that a reasonable person would consider confidential must remain confidential. Members shall not disclose personal information of Members or others nor engage in harassment or spreading false rumors. However, you understand the difficulty of enforcing this confidentiality obligation. You are responsible for any information you share with the online Member community and the possibility that others may use or disclose that information. We are not responsible for confidentiality of any information shared within the online Member community.

2.1.3 Co-create an Inclusive Environment: Seminar embraces diversity. Members shall contribute to nurturing an inclusive learning community free from dehumanizing or unlawful treatment of others.

2.1.4 No Self-Promotion: Members shall not sell products, memberships, or engage in self-promotion within the Seminar community. If you want to share a resource that may be prohibited by the prior sentence, submit it to hello@seminar.community for consideration.

2.1.5 Contacts Stay in Seminar: Members may not use outside of Seminar or sell or use Member contact information obtained from Seminar. We are not responsible for breach of the prior sentence by any Members.

2.1.6 One User: Membership is individual, and sharing login credentials is strictly prohibited.

2.1.7 Think Twice: Members are encouraged to be mindful of their posts' placement to ensure relevance. Moderators may move or delete misplaced posts in the moderator's sole discretion.

3. Enforcement of Norms

We enforce our community norms in our sole discretion on a case by case basis. Our typical process is that Members receive a warning for their first violation of community norms and their Membership may be revoked for a second violation. However, certain violations may result in revocation of Membership on the first violation.

4. Membership Discretion and Removal

Seminar reserves the right to terminate a Member's access to the online Member community for violations of community norms, delinquent membership dues, or any other behavior deemed detrimental to the community, or for any reason or no reason in Seminar's sole discretion.

5. Hold Harmless for Use of Resources

Seminar provides a platform for sharing resources, but it does not guarantee the accuracy, legality, or suitability of these resources. Members agree to hold Seminar harmless and shall not sue or make any claims against Seminar for any issues arising from the use of shared resources, including but not limited to inaccuracies, plagiarism, or any other unforeseen circumstances. Members are responsible for obtaining their own legal review of shared resources.

6. Protections Against Online Harassment or Hostile Environment

Seminar is committed to providing a safe and supportive community. Members agree not to engage in online harassment and shall not create a hostile environment for others. Seminar reserves the right to take appropriate action, including the removal of Members, to address instances of harassment or intimidation.

7. Payment Terms and Refund Policy

7.1 Seminar Membership is a 12 month subscription beginning on the date that you sign up ("Subscription Period"). Payment for the entire Subscription Period is due upon signing up. Membership automatically renews for successive Subscription Periods unless you provide written notice to us at least 30 days' prior to the expiration of your then current Subscription Period at hello@seminar.community that you do not wish to renew. If you provide such notice, your subscription will terminate upon the expiration of the current Subscription Period and you will not be charged for any more Subscription Periods. Upon automatic renewal, you will be charged for the next Subscription Period either by invoice from us or, if you have a credit card on file, by credit card payment (in which case you hereby authorize us to charge your credit card upon commencement of each Subscription Period).

7.2 We reserve the right to increase subscription fees at any time by posting our new fees on our website or in your account. Failure to terminate your subscription after a fee increase means that you agree to the increased fee and you will be charged the increased fee at your next renewal.

7.3 Members acknowledge that Seminar operates on a firm no-refund policy. This means that if you terminate or Seminar terminates your Membership at any time, you will not receive a refund for the time left in your current Subscription Year. Seminar may provide prorated refunds on a case by case basis in Seminar's sole discretion.

8. Moderation and Post Control

Seminar reserves the right to move, edit, moderate, or remove posts and content within the community at its sole discretion.

9. Use of Community Information and Content

9.1 Members agree not to share reports or data from the Seminar community beyond its digital boundaries.

9.2 While Members may use, solely for the purpose of operating their charter school, any resources posted to the online community intended for such use by Members, Members shall not otherwise download, reproduce, or distribute community content outside of the Seminar platform.

10. Membership Non-Transferability

10.1 Membership in Seminar is individual and non-transferable. Members shall not share their login credentials or membership status with colleagues, associates, or any third parties.

10.2 Members understand that their access to Seminar is exclusive to their individual membership and is not to be shared, assigned, or otherwise transferred to any other person or entity.

10.3 Any violation of this non-transferability provision may result in the immediate revocation of membership without refund, and Seminar reserves the right to take legal

action to enforce this provision as well as all remedies available to Seminar under this Agreement and applicable law.