

## **My Jefferson Academy (MJA) terms of service**

Thank you for your interest in using the online services operated by My Jefferson Academy (MJA). These Terms of Service govern your use of online and/or mobile services, website, and study material provided on or in connection with [www.myjeffersonacademy.com](http://www.myjeffersonacademy.com)

By accessing or using the Service, or by clicking a button or checking a box marked "I Agree" (or something similar), you signify that you have read, understood and agree to be bound by these Terms of Service (the "Agreement"), and to the collection and use of your information as set forth in our [Privacy Policy](#), whether or not you are a registered user of our Service. MJA reserves the right to modify this Agreement so long as it provides notice of these changes to you as described below. This Agreement applies to all visitors, users, and others who access or otherwise use the Service ("you" or "Users"). If you open an MJA account on behalf of a School, company, organization, or other entity, then "you" includes you and that entity.

This Service may be purchased by providers of educational services, such as schools, school districts, or teachers (collectively referred to as "Schools") that use our services for educational purposes. When MJA contracts with a School to provide the Service, we may collect or have access to Student Data (defined below), which may be provided by the School or by the student. We consider such Student Data to be strictly confidential and in general do not use such data for any purpose other than improving and providing our Services to the School or on the school's behalf. Our collection, use and sharing of Student Data is governed by this Agreement and any applicable laws and regulations including, in the U.S., provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and applicable state laws.

**PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

### **THE SERVICE**

The Service helps its users to learn and practice various subjects including mathematics, language arts, and science. Unless explicitly stated otherwise, any new or improved features to the Service shall be provided subject to this Agreement. You understand and agree that the Service is provided "as-is" and that MJA assumes no responsibility for any mistakes, errors, or omissions, including any unavailability of the Service or deletion or loss of any data relating to the Service.

MJA grants you a personal, non-transferable and non-exclusive right and license to use the Service. You agree that you will not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense,

grant a security interest in or otherwise transfer any right in the web content. in accessing the Service.

To use the Service, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees or other costs associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

## **ELIGIBILITY**

MJA does not sell the Service to children, but only to adults who can purchase the Service with a credit card or other permitted payment method. If you are under eighteen (18) years of age, you may use the Service only with the involvement and consent of a parent, legal guardian, or at the direction of your School. Your School may impose additional policies regarding the use of the Service, with which you must comply.

If you open an MJA account to provide the Service to students in a School, you represent and warrant that you are an authorized representative of the School with the authority to bind the School to this Agreement, and that you agree to this Agreement on the School's behalf. If you contact MJA to take any action with respect to an account, you represent and warrant that you have all necessary authority to request such action(s) from or on behalf of the account-holder (e.g., a School or Parent).

The U.S. Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13. If you are a School providing the Service to children under 13, you represent and warrant that you have the authority to provide consent on behalf of parents for MJA to collect information from students under 13 before allowing such students to access our Service. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as MJA and that they provide a copy of our Privacy Policy and the MJA Learning Student Data Privacy Pledge to parents.

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or MJA has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, MJA has the right to suspend or terminate your account and refuse all current or future use of the Service (or any portion thereof).

## **ACCOUNT INFORMATION**

MJA sells access to the Service to a subscriber in the form of an account. Each account is provided for a term and price subject to certain renewal, cancellation, and other terms and

conditions specific to the account (the "Account Terms"). The Account Terms are identified (in order of precedence) in the then-current quote or sales contract for the account, the selections made and account-specific terms disclosed when signing up for the account (which may be confirmed by e-mail), the description of account terms accessible through the MJA website when signed in to an appropriate user associated with the account and the default Account Terms set forth below. Each account may have Account Terms in addition to or different from those as set forth in this Agreement, but only to the extent set forth in a signed writing by the account subscriber and an officer of MJA.

MJA provides a variety of "account types" which may apply depending on the subscriber and the way an MJA account is created. Each account type has a default set of Account Terms which apply unless superseded as set forth above. MJA reserves the right to provision accounts that do not belong to any of these default account types and/or to provision accounts with different Account Terms regardless of its account type.

**Family Account** — A family account is purchased by or for a Parent. Family accounts are generally only available for purchase through the MJA website or a third-party app store using a credit card. A family account typically includes child profiles that can be used by a Parent's child at the Parent's direction. Family account subscriptions are generally for a term of one month, six months, or one year. The term is disclosed at the time of purchase. If multiple terms are available, the term can be selected at the time of purchase.

**Classroom Account** — A classroom account is purchased by or on behalf of a school, such as by a teacher. Classroom accounts may generally be purchased either through the MJA website, or by phone or e-mail. A classroom account typically includes a single teacher user and a small number of student users (which may vary depending on the purchase). A classroom account is typically for a term of one year. The term is disclosed at the time of purchase.

**Site Account** — A site account is purchased by or on behalf of a school or school district. Site accounts may be purchased by phone or e-mail. A site account typically includes an unlimited number of teacher users and a set maximum number of student users (which may vary depending on the purchase). A site account may be for a term of one year or longer. The term is disclosed at the time of purchase.

**Quotes-** Any quotes or proposals provided by MJA are valid only for a limited time and are effective only with the agreement of the relevant parties. Quotes and proposals may be withdrawn by MJA at any time in its sole discretion. Quotes and proposals may include information that is proprietary and confidential to MJA and to the maximum extent permitted by law may not be disclosed to anyone other than their intended recipient. By requesting and/or accepting receipt of a quote or proposal from MJA you agree to keep such quotes or proposals confidential, to not disclose such quotes or proposals to any third party, and to immediately return and/or destroy all quote and proposal materials upon receiving a request to do so from IXL. To the extent that public records laws may apply to a quote or proposal

provided by MJA, you agree to immediately notify MJA of any public records request that may result in disclosure of an MJA quote or proposal and provide MJA all reasonable opportunities to take steps to prevent such disclosure to the maximum extent permitted by law and will reasonably cooperate with MJA.

**Payments**-School accounts have the option to make payment by credit card, check, or other methods at MJA's discretion (contact us for details). Payment must be received by MJA no later than 30 days after MJA issues an invoice. If MJA does not receive payment within 30 days, the invoice is past due and MJA reserves the right to suspend access to the affected school account(s) and take collection action. Suspension of an account does not relieve the account-holder of its obligation to pay for the account. MJA reserves the right to charge a late fee in the amount of 5% per month or the maximum permitted by law and its reasonable attorney's fees in securing payment of past due amounts.

**Cancellation**-Except as set forth below or otherwise agreed by MJA in a signed writing, accounts may not be canceled until the end of the current term of the account. Unless otherwise provided for herein, all cancellations requested before the end of the then-current term will be effective at the end of the current term.

MJA permits early cancellations only: 1) In the event that the Service is permanently discontinued; 2) MJA otherwise permits early cancellations only to the extent required by applicable law. In the event of such an early cancellation, the parties agree that the account-holder is responsible for all amounts due and payable before the date of early cancellation without pro-ration or to the greatest extent permitted by law. The parties agree that IXL's efforts in selling, provisioning and providing an account are front-loaded and for that reason, pro-ration of fees in the event of early cancellation is not necessary or appropriate.

**End of Subscription**-When an account subscription ends (e.g., at the end of the term if the account has not been renewed or has been canceled), the account no longer permits access to the Service. However, MJA may, at its sole discretion, permit continued, limited access for users of the Account for a limited time after the conclusion of the term. If an account-holder or any of its users wishes to save or maintain any data, it is the account-holder and its user's sole obligation to download such data before the conclusion of the term.

## **SCHOOL ACCOUNTS AND STUDENT DATA**

When MJA is used by a School for an educational purpose, MJA may collect or have access to Student Data that is provided by the School or by a student. "Student Data" is personal information that is directly related to an identifiable student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

The School or the student, and not MJA, owns and controls the Student Data. You authorize MJA to access, collect, transmit, modify, display and store Student Data to provide the Service and as described in this Agreement and in our Privacy Policy.

**Compliance with Laws**-In the U.S., MJA may collect and process Student Data as a School Official with a legitimate educational interest pursuant to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g). Individually and collectively, we and our School Users agree to uphold our obligations under FERPA, COPPA, the Protection of Pupil Rights Amendment ("PPRA"), applicable State laws relating to student data privacy, and with all other laws and regulations governing the protection of Student Data.

**Use of Student Data**-By submitting, providing us access to, or causing us to receive Student Data, you agree that MJA may use the Student Data for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School's or the User's consent.

**Use of De-Identified or Anonymized Student Data**- You agree that both before and after the term of the Agreement, MJA may collect, analyze, use, and retain data derived from Student Data as well as data about users' access and use of the Service, for the purpose of operating, analyzing, improving or marketing the Service, developing new products or services, conducting research or other purposes, provided that MJA may not share or publicly disclose information that is derived from Student Data unless such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

**Use of Personal Information for Marketing**-You agree that MJA may provide customized content, advertising, and commercial messaging to school, teacher or district administrative users and other non-student users from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, MJA shall never use Student Data to engage in targeted advertising.

**Disclosure of Student Data and Third-Party Service Providers**-You acknowledge and agree that MJA may provide access to Student Data to our employees and service providers which have a legitimate need to access such information to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data. MJA shall not share Student Data with third parties other than as described in this Agreement and in the MJA Privacy Policy, or with consent of the School or parent.

**Student Data Access and Deletion Requests**-You may request that we delete Student Data in our possession at any time by providing such a request in writing, and we shall comply with such request within thirty (30) days, except that MJA shall not be required to delete Student Data that has been moved to a personal family account on the Service or as otherwise prohibited by law. A parent or student over the age of 18 seeking to access, modify, correct, or delete personal information in a student account that is connected to a School account will be instructed to contact the School to discuss data deletion or modification. MJA is not required to delete data that has been derived from Student Data if such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

**Price Changes**-We reserve the right to adjust the pricing for our Service, including but not limited to membership subscription plans, in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in this Agreement, any price changes will take effect following posting or other notice to you (e.g., e-mail).

#### **ACCOUNT PASSWORD AND SECURITY**

You will have a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify MJA of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. MJA cannot and will not be liable for any unauthorized access to your account or data that arises from your acts or omissions.

MJA accounts may not be shared by more than one person or organization unless express authorization is given by My Jefferson Academy.

#### **SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

Recognizing the global nature of the Internet, you agree to comply with and are solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction(s) in which you reside. You agree to comply with all applicable laws regarding the transmission of data exported from the United States or the jurisdiction(s) in which you reside.

#### **INDEMNITY**

To the extent permitted by applicable law, you agree to indemnify and hold MJA, and its partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) content you submit, post, transmit or make available through the Service, including without limitation, User Content, (ii) your use or misuse of the Service, (iii) your connection to the Service, (iv) your violation of the Agreement, (v) your violation of any applicable law or the rights of another person or entity, (vi) your willful misconduct, or (vii) any other party's access and use of the Service with your unique username, password, or other appropriate security code. MJA reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

#### **NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

#### **NOTIFICATION PROCEDURES AND MODIFICATIONS TO AGREEMENT**

MJA may provide notifications, whether required or provided by law or otherwise, to you via e-mail notice, written or hard copy notice, or through posting of such notice on our website, as determined by MJA in our sole discretion.

MJA may, in its sole discretion, modify or update this Agreement from time to time, which will be reflected in the `date last modified` set forth below. If we change this Agreement in a material manner, we will update the `Effective Date` at the top of this page and notify you that material changes have been made to this Agreement. Your continued use of the Services following such update constitutes your acceptance of the revised Terms. If you do not agree to any of the terms in this Agreement or to any future terms in a future revision of this Agreement, do not use or access (or continue to access) the Service.

Notwithstanding the foregoing, MJA shall not make any material change to the Terms that relate to the collection or use of Student Data without first giving notice to the school or parent and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

In the event that you have entered into a signed, written agreement with MJA in addition to this Agreement, any changes to this Agreement will not be effective as to you until either (a) you affirmatively accept the changes to this Agreement, either electronically or in a signed writing or (b) upon renewal at the end of the current term of your account.

You will not be permitted to continue using the Service and MJA reserves the right to cancel your account without notice if you refuse or otherwise fail to accept changes made by MJA to this Agreement. Notices that are required or permitted to be sent to MJA must be sent to sent by e-mail.

#### **MODIFICATION OR TERMINATION OF SERVICE**

MJA reserves the right at any time and from time to time to modify or temporarily discontinue the Service (or any part thereof) with or without notice. You agree that IXL shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service. In the event of permanent discontinuance of the Service, MJA's liability is limited to the paid subscription price, pro-rated to the amount of time remaining on the subscription.

You agree that MJA, in its sole discretion, may suspend or terminate your password, account (or any part thereof) or use of the Service, for any reason, including, without limitation, for lack of use or if MJA believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. You agree that any termination of your access to the Service under any provision of this Agreement may be implemented without prior notice, and you acknowledge and agree that MJA may immediately deactivate or delete your account and all data relating to your account and/or bar any further access to the Service. Further, you agree that MJA shall not be liable to you or any third party for any termination of your access to the Service.

#### **LINKS**

The Service may provide, or third parties may provide, links to other Internet websites or resources. Because MJA has no control over such sites and resources, you acknowledge and agree that MJA is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that MJA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

### **MJA's PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by MJA or advertisers, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Any automated scraping, harvesting, indexing, mining, or any other extraction of any content from the Service is expressly prohibited.

The Service is protected by copyright and other laws in both the United States and elsewhere. Under the terms of this Agreement, it is expressly forbidden to distribute or reproduce the content of the Service or any portion thereof by any means, including but not limited to electronic and print.

MJA reserves the right to cancel your account without refund if it is determined that you have violated this section of the Agreement.

### **DISCLAIMER OF WARRANTIES**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MJA EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

MJA MAKES NO WARRANTY OR CONDITION THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MJA OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

### **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MJA, ITS EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MJA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

In no event shall MJA or its contractors, employees, directors, agents or third-party partners' total liability to you for all damages, losses, and causes of action arising out of or relating to this Agreement or your use of the MJA Service (whether in contract, tort, warranty or otherwise, exceed the amount paid by you, if any, for accessing the MJA Service during the twelve (12) months preceding your claim or one hundred dollars (\$100), whichever is greater.

### **EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

### **TRADEMARK INFORMATION**

MJA and the MJA logo are registered trademarks of IXL Learning, Inc. You agree not to use any IXL trademarks without the express advance written permission of MJA.

### **GOVERNING LAW AND VENUE**

You agree that: (i) the Service shall be deemed solely based in West Virginia; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either

specific or general, in jurisdictions other than West Virginia. This Agreement shall be governed by the internal substantive laws of the State of West Virginia, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

You agree to submit to the personal jurisdiction of the federal and state courts located in Jefferson county, West Virginia for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Jefferson County, West Virginia is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

#### **CLASS ACTION/JURY TRIAL WAIVER**

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND MJA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

#### **ADDITIONAL TERMS FOR MOBILE APPLICATIONS**

We may make available software to access the Service via a mobile device ("Mobile Applications"). To use a Mobile Application, you must have a mobile device that is compatible with at least one of the Mobile Applications. MJA does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges.

#### **GENERAL TERMS**

This Agreement, together with any amendments and any additional agreements you may enter into with MJA relating to the Service, shall constitute the entire agreement between you and MJA and govern your use of the Service, superseding any prior agreements between you and MJA. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. This Agreement may only be superseded by a signed, notarized writing executed by an officer of MJA. The failure of MJA to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. We might make versions of this Agreement or one or more of our Policies available in languages other than English. If we do, the English version of this Agreement and any such Policies will govern our relationship and the translations are provided for convenience only and will not be interpreted to modify the English version of this Agreement or such Policies.