

CHANGE MAKER TERMS OF USE

Version 1.0 (Last updated May 11, 2021)

The following Terms of Use (the “Terms”) describe your rights and obligations when using the Change Maker (“we,” “us,” “our”) products, services, or other offerings (collectively, the “Services”). By using our Services you agree to be legally bound to all the following Terms, regardless of whether or not you are a registered or paid user. Before you use our Services, please read through the entirety of the Terms. If you do not wish to adhere to these terms, please do not use the Services.

These Terms are subject to change at any time without advance notice. We will post the most updated Terms on our website with the date at which it was updated. All new terms are effective as of the date of publishing. By continuing to use our Services after a change in the Terms, you agree to be bound by the new Terms. Please visit this page regularly to ensure that you are aware of any and all changes made to the Terms.

If you wish to know about our data privacy practices, please visit our Privacy Policy. Our Services are not meant for use or access by anyone under the age of thirteen (13).

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1. License for Users

We grant you, the User, a limited, personal, non-exclusive, non-transferrable, and revocable license to use the Change Maker Services.

2. The Services

The Services include access to live sessions, on demand programs, conferences, an online store, blogs, newsletters, and social networking. You can access all these Services through our website or through our app. Your access to the Services vary based on your membership level.

Consortium Membership

The Consortium Membership is the most inclusive membership tier, giving you access to everything on our Services. You can join the Consortium Membership through your a school or organization of which you are a member.

[Other memberships]

3. User Content

When you use our Services, you may be able to send messages, comment publicly on videos, leave feedback and reviews, and post other content. You remain the sole owner of all intellectual property rights in what you post. You are responsible for all content you share through our Services.

4. User Code of Conduct

You agree to follow the codes of conduct enumerated in these Terms on the Change Maker Services. Change Maker may decide in its sole discretion whether content violates these rules of conduct. You are responsible for all content that you post to our Services and represent that you have permission from all copyright or trademark owners to post any copyrighted or trademarked material. You may not post content that is intentionally rude, degrading, defamatory, or otherwise offensive. You may not post identifying information of other users, access another user's account without authorization. You may not share your account information with an unregistered or unauthorized user. You may not advertise or solicit business on our Services. You may not post any links containing viruses, trojan horses, worms, or other pieces of code designed and meant to harm others, operate on the device of another, or be used for malicious purposes. You agree not to download, copy, record, or otherwise recreate any of the material found on the Services or distribute any of the material on the Services to anyone else, including but not limited to video and written materials.

5. Security

Change Maker uses commercially reasonable efforts to best ensure the security of our Services and your information. However, no website or service is entirely secure. If you would like more information on how we protect your information, please read our Privacy Policy. [[LINK](#)]

6. Third Party Conduct

You may be able to access and/or use content provided by third-parties not affiliated with Change Maker on our Services, including social media networks, instructor or business websites or materials, and other content that may be posted on our Services. Change Maker has no control over the contents of these third parties and as such, takes no responsibility for anything you may encounter on those sites, including but not limited to malware or other harmful software or offensive and objectionable content.

7. Intellectual Property Rights

Trademarks

The names, logos, and seals of "Change Maker," "TMI Institute," and "Ready Learner One" are trademarks ("Trademarks") belonging to each respective entity. You may not use any of these Trademarks, or any variations of the Trademarks, without prior written authorization of the owner. It is prohibited to use any of the Trademarks in any manner that intentionally or unintentionally claims, suggests, or gives the appearance or impression of any sort of relationship with or endorsement by the Trademark owner.

Nothing in these Terms should be interpreted as granting any sort of license or right to use the Trademarks displayed on our Services without express, written permission of the Trademark owner.

Copyrights

All video content, including recordings of events, presentations, or courses, as well as all accompanying text or documents produced and published by us on our Services (the “Copyrighted Content”) are solely owned by Change Maker. You have no copyright ownership in any material contained in our Services and may not copy, reproduce, reupload, redistribute, or modify any of our Copyrighted Content without express, written permission by Change Maker.

Nothing in these Terms should be interpreted as granting any sort of license or right to copy, reproduce, reupload, redistribute, or modify the Copyrighted Content without the express, written permission of Change Maker.

Digital Millennium Copyright Act

If you believe content on our site infringes on your own copyrighted work, please contact us at [EMAIL ADDRESS]. Please include the following in your correspondence:

- The copyrighted work or works you believe are have been infringed upon
- The content you claim to be infringing upon your own work
- Contact information including email address and phone number
- A full statement explaining that the material has been used without authorization by either the copyright owner or an authorized agent of the copyright owner
- A full statement certifying that all information submitted is accurate and complete and that you, as the person submitting a complaint, are authorized to act on behalf of the copyright regarding DMCA claims

8. Payment

Commented [1]: Will want to know there actual payment structure and refund policies before drafting this. I've seen a few different ways to draft this. We could include a general explanation or separate it out into a separate refund policy or payment policy if it's a complex payment structure or if they want to explain every tier they offer.

9. Termination and Modification of Services

Change Maker may at any time, in its sole discretion terminate your use of the Services, with written notice to you. You may terminate your participation in our Services at any time with written notice or through our online portal. When you terminate your subscription, you will have access to all Change Maker materials that are a part of your plan until the end of your subscription period which is one year from the day you joined, unless you violate any of these Terms. After your subscription period ends, you may choose to re-subscribe at any time. You can change your subscription level at any time through our online portal. If you subscribe to a more expensive plan, you will be charged the difference in price between your current plan and the new plan. If you wish to change to a cheaper plan, you will be given a credit for the difference in plans that you can use towards other purchases through our Services or for a renewal of your subscription for the following year.

Commented [2]: Should change this if they don't do this. This was just a starting point.

10. Disclaimers

Arbitration

YOU AGREE TO ARBITRATE ALL DISPUTES RELATED TO THE SERVICES, AT PRESENT AND IN THE FUTURE. YOU AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING CHANGE MAKER AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER OR BENEFIT PLAN OF CHANGE MAKER IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM YOUR USE OF THE SERVICES OR OTHER RELATIONSHIP WITH CHANGE MAKER, INCLUDING ANY BREACH OF THESE TERMS, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT.

Limitation of Liability

IN NO EVENT SHALL CHANGE MAKER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER CHANGE MAKER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL CHANGE MAKER'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE GREATER OF EITHER TWENTY US DOLLARS (\$20) OR THE TOTAL AMOUNT OF FEES PAID BY YOU FOR USE OF THE SERVICES FOR THE LAST SIX MONTHS.

Indemnification

By using our Services you agree to indemnify, defend, hold harmless, Change Maker, its Affiliates, and the officers, directors, employees, licensors, service providers and agents of Change Maker and its Affiliates, from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs resulting from or arising out of your connection to and use of our Services, your violation of these Terms, or your violation of any law or rights of a third party.

Governing Law

All claims related to these Terms shall be governed by the laws of the State of New York, without regard to the conflicts of law provisions of any jurisdiction. To the extent that any lawsuit is permitted under these Terms, you hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Delaware.

11. General Terms

Severability and Waiver

If a court or other body of competent jurisdiction finds any provision of these Terms, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to affect the original intent, and the remainder of these Terms will continue in full force and effect.

Waiver by Change Maker of a breach of any provision of these Terms will not operate as a waiver of any other or subsequent breach.

Entire Agreement

You agree that these Terms constitute the entire agreement and understanding between you and Change Maker with respect to your use of the Services.

Notice to California Users

Under California Civil Code Section 1789.3, California users of electronic services are entitled to the following notice: you can contact The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 N. Market Blvd., Suite S-202, Sacramento, CA 95834, or by phone at (800) 952-5210.