



## Terms & Conditions (Terms of service/use).

For all terms & purposes of the "Terms & Conditions" let it be known that BatchLearn/BatchLearn.com or any representation thereof is the flagship service/product, a subsidiary, of AxisEDU LLC

**Acceptance of Terms** By accessing BatchLearn.com, you agree to be bound by these Terms of Service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws.

### Introduction

Welcome to Batchlearn.com. By accessing or using Batchlearn.com (the "Website"), you (the "User") agree to be bound by these Terms of Use ("Terms"). These Terms govern your access to and use of the Website and any educational content, tools, services, and products available at or through the Website (collectively, "Services"). Please read these Terms carefully.

If Terms are not agreeable, you (the "User" – District, school, class, or any educational institution) must reconcile these aspects. You may contact [info@batchlearn.com](mailto:info@batchlearn.com) for more information.

### Use of the Website

Batchlearn.com grants you a limited, non-exclusive, non-transferable, revocable license to use the Website and Services for your personal, non-commercial use, subject to the terms and conditions set forth.

**Restrictions on Use** You agree not to use the Website or Services:

- For any unlawful purpose or in any way that interrupts, damages, impairs, or renders Batchlearn.com less effective or efficient;
- To transfer files that contain viruses, trojans, or other harmful programs;
- To access or attempt to access the accounts of other Users or to penetrate or attempt to penetrate the Website's security measures.



**Use License** Permission is granted to use BatchLearn.com's services for educational purposes. This is the grant of a license, not a transfer of title, and under this license, you may not:

- Modify or copy the materials.
- Use the materials for any commercial purpose, or for any public display (commercial or non-commercial).
- Attempt to decompile or reverse engineer any software contained on BatchLearn.com's website.

## Intellectual Property Rights

The content on Batchlearn.com, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, and interactive features, and the trademarks, service marks, and logos contained therein ("Materials"), are owned by or licensed to Batchlearn.com. Materials on the Website are provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of BatchLearn.com administration.

"Materials" refers to BatchLearn.com provided supplemental content that is in parallel to what students are learning in school.

## User Content

Batchlearn.com may allow Users to post or upload content. You retain all rights in, and are solely responsible for, the content you post on Batchlearn.com. However, by posting content, you grant Batchlearn.com a non-exclusive, royalty-free, perpetual, license to use, modify, perform, and display the content.

User content given during a live session is included in these terms. Any action prompted by the User to upload content gives BatchLearn.com the "license to" utilize the content as needed.



## Ethical Conduct

BatchLearn.com employees are subject to internal ethical conduct reviews. Employees are not allowed to distribute, sell, or misuse the material in any way that may be considered a violation of employee ethics standards. (Ex: Sharing test questions with students for an upcoming test). Student, Teacher, or any User provided school-specific content cannot be used in future events if it violates ethical conduct (Ex: Giving students last year's test questions or any materials before their exam). Materials can be used as a frame of reference to "modify" but cannot be exactly "duplicated" for future use.

School teacher and student provided content is "common property" used as a frame of reference by BatchLearn subject-experts. This information is used by and is "licensed to" BatchLearn.com for the purpose of delivering curriculum-aligned education. Any re-use of "common property" for monetary gains is against BatchLearn's internal policies. In case of instances where educational integrity seems to be compromised, contact BatchLearn administration - info@batchlearn.com.

## Payment terms (Duration, Schedule, Pilots & Adjustments)

Payment terms for B2B (Direct to schools & districts & institutions) are meant to be customized as agreed upon by the School or District and BatchLearn administration. A proposal of the first annual billable period is provided to the school, district or class, which is subject to modification based on changes in requirements. Educational institutions utilizing BatchLearn services may request a modification of the payment terms before the end of the first annual billing period. Service, contract duration, & payment structure are extended after the first annual billable period to a minimum of 3 years. Unless the school, district, or any educational institution gives written or electronic notice of non-renewal at least 3 months or 90 days before the end of the first billing period, the Agreement will automatically renew for 3 years for the specific service provided. Schools, Districts, and institutions can request add-on services 30 days before the end of the first billing period. Institutions will be automatically subscribed to 3-year contracts of services provided in previous terms after the commencement of the 4<sup>th</sup> year of service and reserve the right to discontinue BatchLearn.com's services as long as it is announced 90 days prior to the first month of the 4<sup>th</sup> year of services provided.



A Pilot program at a school may last 1 – 3 months. Needs must be assessed, realized, and evaluated within the 1<sup>st</sup> month of the Pilot program. If the school or district decides to continue a Pilot past the 1<sup>st</sup> month, the accrued monthly costs are billable in the first year annual contract. Conditions vary based on agreed upon terms. After the first billable period, Pilot durations are 1-month for any additional subjects or services. At minimum, a verbal commitment to new Pilot programs must be made 30 days before the end of the first billing period of services.

## **Payment schedule**

Schools, Districts, and educational institutions utilizing BatchLearn.com's services are expected to pay in full for the contract duration at least 30 days or 1 month before service begins. Institutions using BatchLearn.com reserve the right to request shorter payment periods only after the first annual billing period & BatchLearn reserves the right to adjust the rate per payment period as needed.

Invoices are billed based on the contract duration and must be made 30 days before the first month of service. For continuation of services beyond the first annual billable period, Institutions receiving services may request a change in payment terms (3 year contract but annual payment terms are requested instead of a one-time payment for 3-year contract) and must do so 90 days before the commencement of the new term. If approved by BatchLearn.com administration, adjusted payment plans will be, at minimum, on a per-annum basis. Rate adjustments will be provided to the educational institution, which is required to make a payment within the agreed upon grace period.

## **Penalties**

Agreed upon payments not received prior to the due date (generally before the first day of the first month of service) will incur an interest charge of 3% on the outstanding contract balance each month. Failure to make a payment within 45 days of the first day of starting service will result in service suspension and a 10% interest charge on outstanding balance. If outstanding balance and penalties are not paid within 90 days of service suspension, BatchLearn administration will directly & proactively resolve the issue with the educational institution and will re-negotiate terms if necessary. If no action is taken by the school, district, or institution in a binding contract with BatchLearn, to address the non-payment or to rectify, indemnify, recompense, or reimburse based on the last agreed upon terms, legal action & reporting to collection agencies is to be expected.



## Account Security

You are responsible for maintaining the confidentiality of your login information and are fully responsible for all activities that occur under your account. You agree to immediately notify Batchlearn.com of any unauthorized use of your account or any other breach of security.

BatchLearn takes security measures seriously and adheres to all FERPA and COPPA regulations. B2B clients will have personalized log in approaches for streamlined access to the platform that does not compromise security. B2C (Direct to parents) have multiple methods of logging in securely. In all cases, account information is only shared within BatchLearn's domain and direct affiliates to deliver the real-time education.

## Termination

Batchlearn.com may terminate or suspend your access to the Website and Services, including, without limitation, if you breach the Terms.

## Disclaimers

The Website and Services are provided "AS IS" and "AS AVAILABLE." Batchlearn.com makes no representations or warranties of any kind, express or implied, as to the operation or the information, content, materials, or products included on the platform.

## Limitation of Liability

In no event shall Batchlearn.com, its officers, directors, employees, or agents, be liable for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Website, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein.

## Governing Law



These Terms shall be governed by the laws of the United States and the state laws without regard to its conflict of law provisions.

## Changes to Terms

Batchlearn.com reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

## Contact Us

If you have any questions about these Terms, please contact us at [info@batchlearn.com](mailto:info@batchlearn.com)