Montessori Global Community Website Terms of Use

Updated version: March 15, 2022

The Community Website Terms of Use ("Terms of Use") are defining the conditions under which you may access and use the Community Website and all the functionalities provided (hereinafter designated together the “Service”).

By accessing or using the Service or by logging into with your allocated User ID, you agree to be bound by these Terms of Use. You undertake to have legal ability and means required to access and use the Service and acknowledges to have read, understood and accepted without limitation or reservation the Terms of Use, which apply in addition to the Privacy Policy and Cookie Policy.

If you are using Montessori Global on behalf of a company or other legal entity, then "you" also means such company or legal entity and you agree to be bound by these Terms even if we have a separate agreement with you. You may not use Montessori Global if you do not agree to the version of the Terms posted on Montessori Global at the time you access Montessori Global.

The terms "we" and "us" refer to: Montessori Global and our subsidiaries and trusted partners, such as Montessori Careers

**Please note:** These Terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.

1. **Legal notice**

The Service is provided by Montessori Global, a business registered in the State of Minnesota

Montessori Global Address: 165 Western Ave, Suite 8, St. Paul, MN.

E-mail: friends@montessori.global

2. **Definitions**

Community Website: the online platform named Montessori Global, edited by Hivebrite and provided by Montessori Global, allowing you to benefit from the Service.

Data Protection Law: means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and other applicable laws of the United States.
**User Account:** means a dedicated online account opened by any visitor, individual or organization, and providing access to the Service.

**Identifiers:** means login and password or social login you used to create your User Account.

**Party or Parties:** means you the User or your entity or organization and Montessori Global designated either individually or collectively.

**Service:** means the Community Website and all the functionalities provided thereto and described in the Terms and Conditions.

**Service Content:** any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other content or materials made available during the Service.

**User or Users or “You”:** means any person or person on behalf of an organization authorized by Montessori Global to access and use of the Service after creation of a User Account.

**User Content:** any content created, posted, or shared by you the User, on or through the Service including any information, data, photos and other content.

3. **Term**

The Terms of Service will come into effect on first point of access to the Service for the entire duration of use.

4. **Description of the Service**

The Service enables you to connect with each other, build communities, or also do networking. The Service comprises a suite of online services provided by Montessori Global, allowing the you to:

- Connect with people of Montessori organizations, groups, businesses you are interested in:
  - **Live feed:** allows you to have access to a newsfeed aggregating contents posted via the application. You can comment on posts, share content and engage with members of the Montessori Global community.
  - **Recommend:** allows you to suggest someone to be invited by the admin.
  - **Geolocation:** allows you to be located via their device in order to know who is near them.
  - **Mentoring:** allows you to declare themselves mentors in specific domains so they can be contacted by users wishing to be mentored.
• Communicate with others by sharing content such as status, photos, videos, sending private messages, as well as creating events, groups, or projects.
  o **Directory:** provide contact details of other Users.
  o **Private messages:** allow you to engage by private messages.
  o **Projects:** allows you to create a project.
  o **Groups:** You can be part of groups with all the features of the application.
  o **Event organization:** allows you to create, join and attend events.

• Ensure the safety and integrity of the Community Website, allowing the Users to signal contents and other Users.

• Participate in **events** organized by Montessori Global;

• Share job offers or apply to job offers published in the Community Website;

• Stay up to date with news about Montessori activities in the Community Website:
  o **Email campaigns:** you can receive emails campaigns from Montessori Global, its subsidiaries and its trusted partners.
  o **Notification:** You agree that you can receive notifications sent by Montessori Global.
  o **Media center:** You can upload files that are stored in the Community Website.

These Terms of Service govern the use of each component of the Service.

5. **Access to the Service**

Access to the Service shall be subject to the creation of a User Account and agreement with this and all other Montessori Global policies.

**Access Requirements to the Service.** You must ensure you have (the “User’s System”):

- The ability and means required to access the Services and to use it;
- The appropriate hardware (computer, smartphone...) and operating software and shall carry out the responsibility of the maintenance and the security;
- An Internet access from any access provider of your choice;
- An adapted configuration of the browser.

All users shall bear all the costs for accessing the Service.

**Creation of User Account.** You agree to provide only accurate and complete information when creating or updating your Account and User Profile Information.

**Access Modalities.** In order to benefit from the Services, you must log-in with the credentials you used to create your User Account. Identifiers are personal and confidential. You are responsible
for keeping it secret and not disclose it to any third party in any form and for any reason whatsoever.

Your login can only be changed at your request. Your password is modifiable through your User Account. You are solely and entirely responsible for the use of the you Identifiers and you undertake to do everything possible to keep it secret and not to disclose them to anyone, in any form whatsoever and for any reason whatsoever. If you forgets your password, you can generate a new one by clicking on the link “Reset my Password”.

You are solely responsible for the activity that occurs on your Account and will be responsible to keep its Identifiers secure and for the use of his Identifiers by third-parties or for any actions or declarations made through your Account, whether fraudulent or not, and guarantees Montessori Global against any request in this respect.

If you have reason to believe that a person is fraudulently using your identification credentials or your User Account, you must immediately inform Montessori Global by e-mail at the following address help@montessori.global.

You are solely responsible for the improper access, damage, disruption, loss or theft and adverse consequences caused by its breach of the confidentiality of the Identifiers. In case of loss, misappropriation or unauthorized use of its password, you shall immediately notify Montessori Global.

You may not use another’s account without permission. The User Account may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the registered user.

6. Intellectual property

Company’s Ownership. The Service and the Service Content belong and shall remain the property of Montessori Global or its licensors as appropriate, and is protected by copyright, patent when applicable, trade secret and other intellectual property laws. Montessori Global contains Content provided by us and our licensors, partners, subsidiaries and trusted third party partners. We and our licensors (including other users) own and retain all proprietary (including all intellectual property) rights in the Content we each provide and Montessori Global owns and retains all property rights in Montessori Global. If you are a user, we hereby grant you a limited, revocable, non-sublicensable license under the intellectual property rights licensable by us to download, view, copy and print Content from Montessori Global solely for your personal use in connection with using Montessori Global.

You shall not acquire any of such rights title and interest (including, without limitation, all intellectual property rights such as copies, modifications, extensions and derivative works thereof)
and you shall take all necessary measures to this effect. All rights not expressly granted to you are reserved and retained by Montessori Global and its subsidiaries and trusted partners.

Any reproduction, representation, distribution, modification, adaptation or translation of these various Service Content, in whole or in part, in any form and current or future medium is strictly prohibited, except within the limit of the Terms of Service or with prior express authorization of Montessori Global. Any use of these Service Content not expressly authorized by Montessori Global shall constitute a violation of the Terms of Use and a violation of intellectual property rights.

Except as specifically permitted by these Terms of Use, you may not use or register any name, logo, brand or insignia of Montessori Global or any of its schools or subdivisions for any purpose except with Montessori Global prior written approval and in accordance with any restrictions required by Montessori Global. These are the property of Montessori Global or are subject to rights to use, duplicate or represent/communicate to the public that have been granted to such.

Montessori Global is the producer of databases on the Community Website and Montessori Global is the owner of any databases made available. You shall not extract or reuse a substantial qualitative or quantitative portion of the databases, including for private purposes.

**User's Right of Use.** Montessori Global grants you a limited, non-exclusive, non-transferable, and revocable license to use the Service for your personal, non-commercial purposes. You may only use the Community Website on devices that you own or control. You may use the Service and the Service Content only in the manner and for the purposes specified in these Terms of Use. Except as specifically permitted by these Terms of Use, you may not modify, transmit, produce, distribute, display, sell, license, broadcast, or otherwise make available in any form or by any means any part of the Service or the Service Content without the express written permission of Montessori Global.

In connection with the use of the Services and Service Content or User's Content, you are not authorized to, or cannot allow a third party to:

- violate any applicable laws, rules or regulations, notably cause damage or injury to any person or property, infringes any rights of third parties including but not limited to any intellectual property rights and privacy rights or perform any other illegal, harmful or fraudulent activities;
- probe, scan, or test the vulnerability of any system or network;
- remove, circumvent, disable, damage or otherwise interfere with any security measures of any network, computer or communications system, software application, or network or computing device;
- attempts to connect without permission and/or damage, in any way whatsoever, any users, hosts or networks;
- disturb, hamper, interfere or interrupt the access to or operation of the Service and Service Content including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

**House Rules.** You represent and warrant that you will use Montessori Global solely for lawful purposes in a manner consistent with these Terms and any and all applicable laws, regulations, or other legally enforceable obligations (including contractual obligations) you may have towards us and any third parties. You are solely responsible for any and all Content that is posted through your account on Montessori Global ("Your Content"). You agree that by submitting or authorizing Content for use on Montessori Global, you have reviewed and understood our User Rules of Conduct. You understand that you may expose yourself to liability if Your Content or other use of Montessori Global violates applicable law or any third-party right.

### 7. Eligibility to Use Montessori Global

You represent and warrant that you retain ownership of all intellectual property rights in the User Content or that this User Content is subject to a license granted to you by a third party holding these rights, under conditions allowing you to freely use and/or transfer these elements for the purpose of using the Service, under the conditions described in the Terms and Conditions. Montessori Global does not claim ownership of the User Content.

You agree to hold Montessori Global harmless from all claims or actions brought by third parties on the grounds of an infringement of their rights, including, without limitation, publicity rights, copyrights, trademark and/or other intellectual property rights or privacy rights in the User Content.

By using the Service, you represent and warrant that you have the legal right and capacity to enter into these Terms of Use in the User’s jurisdiction. An employer or school organization and its authorized agent(s) are permitted to create a User Account and any data about that employer provided via that account for the employer's internal business purposes is considered User Data subject to the Terms of Use. Except as set forth above, or as otherwise approved by us, Montessori Global is for your personal, non-commercial use unless you enter into a separate agreement with us for your commercial use. You may not use Montessori Global if we have terminated your account or banned you.

You warrant to be at least 18 years of age or older or an emancipated minor, or possess legal parental or guardian consent, and is fully competent, to use the Service and to enter into and comply with these Terms of Use. If you are under the age of 18 years, you must obtain verifiable consent from a parent or legal guardian. The parent or legal guardian shall be able to provide consent to her or his child’s use of the Service and agree to be bound by these Terms of Use in respect to her or his child’s use of the Service. Persons aged 16 years old and under are not authorized to access the Service.
8. **Using Montessori Global**

**Your Montessori Global Account.** In order for you to create a Montessori Global account, we require that you provide a valid email address. The email you use must be one where we can reach you. In the event we cannot correspond with you via this email address, your submitted content may be rejected and your account may be disabled.

Once you have set up a password, you will be given access to your profile and other private areas of your account. You are responsible for maintaining the confidentiality of your password. You agree to notify us immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account. Passwords are subject to cancellation or suspension by Montessori Global at any time. Subject to visibility settings that you control, subscribers to services we may introduce may also be able to view the information in your Profile.

**Applying on Montessori Global.** Some of our job postings allow you to complete and submit your application on Montessori Global. We provide this service by working directly with an employer or by searching the Internet for the best contact information we can find for an employer. When you click the "Apply" button to submit an application on Montessori Global, we send your application to the most appropriate contact information we have on file for that employer.

While we endeavor to make this service the best it can be, we cannot guarantee that your application will be properly received and logged by the third-party employer website upon transmission. If you have any reason to think your application was not received by an employer, we suggest you contact them directly to confirm.

Montessori Global does not guarantee the identity of any user, organization, employer or any individual working for any employers, and cautions you when applying to jobs. Montessori Global does not guarantee the validity of a job offer and cautions job seekers to verify the validity of a job offer before taking an adverse action regarding their current employment situations. **You are solely responsible for verifying the accuracy of any employer or job offer.**

**Third-Party Content on Montessori Global.** Content from other users, advertisers, and other third parties is made available to you through Montessori Global. "Content" means any work of authorship or information, including salaries, company reviews, interview reviews, company photos, logos, employer responses, job ads, employer profile information, advertisements, comments, opinions, postings, resumes, messages, text, files, images, photos, works of authorship, e-mail, data or other materials you find on Montessori Global. Because we do not control such Content, you understand and agree that: (1) we are not responsible for, and do not endorse, any such Content, including advertising and information about third-party products and services, job ads, or the employer, interview and salary-related information provided by other
users; (2) we make no guarantees about the accuracy, currency, suitability, reliability or quality of
the information in such Content; and (3) we assume no responsibility for unintended,
objectionable, inaccurate, misleading, or unlawful Content made available by users, advertisers,
and third parties.

Montessori Global may make available content hosted by any third-party partner, including but
not limited to Montessori Careers. By interacting with the third-party, you agree to be bound by
their Terms of Service.

In accordance with Section 230 of the U.S. Communications Decency Act, and any equivalent or
similar laws in other jurisdictions which are intended to exclude or limit the liability of online service
providers who provide access to user-generated content, we generally cannot be held liable for
claims arising from the Content provided by third parties on Montessori Global.

We allow users to post content about employers when they have been employed by the employer
as a full-time, part-time, contractor, freelancer, independent employee, or provide work that is an
integral part of the employer's value chain. We also allow users to interact with employers and
entities that place them in these roles. We consider all workers in these roles as 'employees' with
regard to Content left on Montessori Global. While we provide the option for Montessori Global
reviewers to specify the category of their employment when creating a profile, we do not
warrant the accuracy of their stated role, position, term or entity.

**Links to Third-Party Websites.** Montessori Global may contain links to third-party websites
placed by us as a service to those interested in this information or posted by other users. Your
use of all such links to third-party websites is at your own risk. We do not monitor or have any
control over, and make no claim or representation regarding third-party websites. To the extent
such links are provided by us, they are provided only as a convenience, and a link to a third-party
website does not imply our endorsement, adoption or sponsorship of, or affiliation with, such third-
party website. When you leave Montessori Global, our terms and policies do not govern your use
of third-party websites.

9. **User's Rules of Conduct**

You may not post content that includes, but is not limited to: (i) sexually explicit materials; (ii)
obscene, misleading, libelous, slanderous, violent, hateful and/or unlawful content or profanity;
(iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy,
publicity or another's personal or proprietary right, or that is deceptive or fraudulent; (iv) content
that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition
and/or firearms; and (v) gambling, including without limitation, any online casino, sports books,
bingo or poker (“Objectionable Content”) via the Service.

You may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or
entities and must not post private or confidential information via the Service, including, without
limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper. You must not attempt to restrict another User from using or enjoying the Service and must not encourage or facilitate violations of these Terms of Service.

Prohibited activities include, but are not limited to: (1) activities that are illegal or fraudulent; (2) use that inaccurately implies endorsement, approval, or sponsorship by Montessori Global (or any individual officer or employee or partner of Montessori Global; (3) use that can be confused with official communications of Montessori Global or its officers or employees or partner; (4) print or electronic mass mailings (sometimes known as "spamming"), solicitations for commercial services; (5) political campaigning, activities and purposes.

You must not undertake any of the following actions in violation of the terms of use:

- Impersonate another person, or his or her email address, or misrepresent your current or former affiliation with an employer;
- Create user accounts under false or fraudulent pretenses; create or use an account for anyone other than yourself; or create multiple active user accounts to post multiple reviews for the same company.
- Post Content that you do not own or have the right to post in accordance with the license set forth in these Terms;
- Violate these Terms, the terms of your agreements with us, explicit restrictions set forth in our Community Guidelines, or any applicable law, rule or regulation;
- Post Content that is defamatory, libelous, or fraudulent; that you know to be false or misleading; or that does not reflect your honest opinion and experience;
- Act in a manner that is harassing, threatening, abusive, racist or bigoted, is otherwise objectionable (as determined by Montessori Global);
- Promote, endorse or further illegal activities;
- Disclose information in violation of any legally enforceable confidentiality, non-disclosure or other contractual restrictions or rights of any third party, including any current or former employers or potential employers;
- Violate the privacy, publicity, copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any third-party;
- Post anything pornographic or sexually explicit in nature, or engage in the exploitation of persons in a sexual or violent manner;
- Solicit personally identifying information from minors;
- Except as expressly approved by us, and subject to applicable laws, use Montessori Global for commercial activities and/or promotions such as contests, sweepstakes, barter, pyramid schemes, advertising, affiliate links, and other forms of solicitation;
- Imply a Montessori Global endorsement or partnership of any kind without our express written permission;
- Send messages in violation of the USA CAN-SPAM Act or any other applicable anti-spam law;
- Introduce software or automated agents to Montessori Global, or access Montessori Global so as to produce multiple accounts, generate automated messages, or to scrape, strip or mine data from Montessori Global without our express written permission;
- "Frame" or "mirror" or otherwise incorporate part of Montessori Global into any website, or "deep-link" to any portion of Montessori Global without our express written permission.
- Copy, modify or create derivative works of Montessori Global or any Content (excluding Your Content) without our express written permission;
- Copy or use the information, Content (excluding Your Content), or data on Montessori Global in connection with a competitive service, as determined by Montessori Global;
- Sell, resell, rent, lease, loan, trade or otherwise monetize access to Montessori Global or any Content (excluding Your Content) without our express written permission;
- Interfere with, disrupt, modify, reverse engineer, or decompile any data or functionality of Montessori Global;
- Interfere with, disrupt, or create an undue burden on Montessori Global or the networks or services connected to Montessori Global;
- Introduce any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software to Montessori Global; or Attempt to circumvent any security feature of Montessori Global;

You may only make non-commercial uses of the Service and Service Content.

10. Special Terms Applicable to Employers, Entities and Organizations

Posting Jobs on Montessori Global.

You may not post any job ad that:
- Does not comply with the applicable laws or regulations of the state and country where the job is to be performed, including laws relating to labor and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use and intellectual property;
- Contains false information or solicits employees by intentional misrepresentation, such as, misrepresentation of the terms of employment, the hiring entity, or the identity of the poster;
- Requires an application fee or up-front or periodic payments; requires recruitments of others; resembles a multi-level marketing scheme, franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement; or only pays commissions (except where the listing makes clear that the available job pays
commission only and clearly describes the product or service that the job seeker would be selling); or resembles a multi-level marketing scheme (unless you comply with the Montessori Global Guidelines for Multi-Level Marketing Companies).

- Involves any screening requirement where such screening requirement is not an actual and legal requirement of the advertised position;
- Contains any logo or brands, or link to website, other than your own or those of any entity for which you are authorized to submit job ads;
- Contains multiple job openings in a single job ad (unless you've purchased a service that permits this);
- Does not comply with Title VII of the Civil Rights Act or the EEOC's Enforcement Guidance on Employer's Consideration of Arrest and Conviction Records in Employment Decisions, and relevant state and local laws that prohibit employers from discriminating against people with criminal backgrounds and require employers to delay inquiry into an applicant's criminal history until later in the hiring process.
- Discriminates against applicants on the basis of gender, race, religion, sexual orientation, age, disability, or any other ground(s) prohibited by applicable law, in each case as determined in Montessori Global's reasonable discretion.

You agree that Montessori Global may, at its sole discretion, remove or prevent the posting of any job ad for any or no reason.

Communications with Job Seekers. We may inform a user when you have taken an action with respect to information we have shared with you on behalf of that user, such as when you open the user's application, view their resume, view their profile on Montessori Global, and/or make a decision about their application. When you view, store or receive materials through your use of Montessori Global, we may use such materials for data analysis, quality control, or to refine our platform and services. We may also share with our users our observations based on such data analysis. For example, we may tell our users which employers are more likely to open applications submitted to Montessori Global, which employers are active on Montessori Global, and how long certain aspects of the candidate process take on average for a given employer. We may, on your behalf, send out reminder emails to Job Seekers you wish to interview. Montessori Global may also send emails to Job Seekers on your behalf indicating that your job posting is potentially a match for the Job Seeker's resume. You understand and agree that Montessori Global may take such actions.


Montessori Global provides the Direct Message function as part of its Service, a two-way message proxy and relay system. By utilizing the Direct Message function, you acknowledge that Montessori Global assumes no responsibility for the communications between parties using the Direct Message function, in which communications are the sole responsibility of the parties using the service. It is your responsibility to verify the authenticity of any communications, documents or attachments sent or received via the Direct Message function.
When you ask Montessori Global to transmit an application or a message, including, but not limited to, any document or attachment Direct Message function or store such application, you understand that this is without warranty, and that Montessori Global reserves the right to reformat such attachment, application or message. Montessori Global reserves the right to verify and confirm the identity of any party associated with a message relay. We also reserve the right to drop messages in accordance with these Terms, including without limitation dropping any message with an .ade, .adp, .bat, .chm, .cmd, .com, .cpl, .exe, .hta, .ins, .isp, .jar, .jse, .lib, .lnk, .mde, .msp, .mst, .pif, .scr, .sct, .shb, .sys, .vb, .vbe, .vbs, .vxd, .wsc, .wsf, .wsh, or .zip attachment for any or no reason.

12. Reporting and Content Moderation

In order to ensure the Community Website provides the best experience possible for everyone, if you see any inappropriate content, you must use the “Report This Content” feature found under each post. Montessori Global has no general obligation to monitor User Content nor to investigate whether facts or circumstances are revealing illicit activities. Montessori Global has a reporting function allowing any User to notify illegal, abusive and harmful content.

The knowledge of such content is deemed effective when Montessori Global is notified of following:
- The notification date;
- The notifying User identity;
- The description of the facts in contention (possibly with screenshots of the content);
- As well as the reasons for which the content must be removed.

If Content is reported, Montessori Global reserves the right to withdraw the reported content and/or suspend or terminate the User Account of the User having originally published the reported content in the conditions set forth in this Agreement.

Removal of Content. While Montessori Global has no obligation to do so, Montessori Global reserves the right to review and delete any Content (or portion thereof) that we believe, in our sole discretion, violates these Terms or other applicable policies posted on Montessori Global (including our Community Guidelines), or that we deem, in our sole discretion, inappropriate. If you see any Content on Montessori Global that you believe violates our policies, you may also report that Content by contacting us at help@montessori.global. Once notified, we will review the Content and consider whether to remove it (or a portion thereof). Please note: Our interpretation of our policies and the decision whether or not to edit or remove Content is within our sole discretion. You understand and agree that if we choose not to remove or edit Content that you find objectionable, that decision will not constitute a violation of these Terms or any agreement we have with you.
Other Enforcement Actions. While we have no obligation to do so, we reserve the right to investigate and take appropriate action in our sole discretion against you if you violate these Terms, including without limitation: removing Content (or portions thereof) from Montessori Global; suspending your rights to use Montessori Global; terminating your membership and account; reporting you to law enforcement, regulatory authorities, or administrative bodies; and taking legal action against you.

Defending Our Users. While we have no obligation to do so, we reserve the right, to the fullest extent permitted by applicable law, to take appropriate action to protect the anonymity of our users against the enforcement of subpoenas or other information requests that seek a user's electronic address or identifying information.

13. Rights to Your Content

We do not claim ownership in any Content that you submit or authorize for use to Montessori Global, but you grant us the rights to use such Content as set forth below. By submitting or authorizing us to display any Content on Montessori Global, you hereby grant to us an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license (with the right to sublicense through unlimited levels of sublicenses) to use, copy, perform, display, create derivative works of, adapt and distribute such Content in any and all media (now known or later developed) throughout the world. To the greatest extent permitted by applicable law, you hereby expressly waive any and all of your moral rights applicable to Montessori Global’s exercise of the foregoing license. You agree that this license includes the right for us to provide, promote, and improve Montessori Global and to make Content submitted to or through Montessori Global available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. No compensation will be paid with respect to the Content that you post through Montessori Global. You should only submit Content to Montessori Global that you are comfortable sharing with others under the terms and conditions of these Terms.

14. Termination, Suspension, or Revocation of Access

Deletion of the User Account by the User. At any time, you may request to delete your User Account by contacting Montessori Global via email at help@montessori.global. Deletion of your Account is effective immediately, however, Montessori Global and its subsidiaries and partners may or may not retain access to your data pursuant to the Privacy Policy.

Termination of User Account by Montessori Global. We may suspend or terminate your account or your access to parts of Montessori Global, for any or no reason, without notice to you. We will have no liability whatsoever to you for any termination of your account or related deletion of your information. All provisions of these Terms shall survive account termination or expiration of these Terms except those provisions granting access to or use of Montessori Global. For the
avoidance of doubt, you agree that these Terms apply to your use of Montessori Global and any Content posted on Montessori Global at any time prior to the termination or expiration of these Terms.

15. **Privacy; Confidentiality**

By using the Service, your personal data, in the meaning of Data Protection Law, may be collected and processed by Montessori Global, in compliance with the Montessori Global Privacy Policy and the Cookie Policy, (collectively, “Privacy Policies”).

16. **Limitation of Warranty and Liability:**

Montessori Global is not responsible for your device compatibility nor if you are unable to connect due to any technical problem related to the Internet network or a failure in your computer facilities and equipment.

Montessori Global shall not be responsible for your System nor any problems arising from or related to your System or caused by the Internet. You are responsible for the security of your System and the security of its access to and connection with the Services.

Insofar as it has not been reported in the conditions of this Agreement, any document, information, data, or elements available via the Service, including User Content (“Information”) is provided without any guarantees, notably that the Information is comprehensive or accurate.

The disclaimers and limitations on liability in this section apply to the maximum extent allowable under applicable law. Nothing in this section is intended to limit any rights you have which may not be lawfully limited.

Any emails or email notifications corresponding with any activity on Montessori Global, the Montessori Global Messaging Service, or any other communications service, product, or feature provided on or through Montessori Global, are provided solely as a courtesy. Montessori Global disclaims all warranties with regard to the transmission or storage of such courtesy notices, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent. In the event a message being sent is intended for a closed account, these messages will not be deliverable. Further, if you are an employer and you posted a job posting directly on Montessori Global, applications are sent only to your Montessori Global dashboard; any other notifications you may receive are provided solely as a courtesy to you.

Montessori Global assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of any job posting, career page, job solicitation, organization profile, resume, experience, screener question, answer to screener question, resume information, or message you post, send or receive through Montessori Global or the Montessori Global Messaging Service.
You are solely responsible for your interactions with advertisers and other Users and we are not responsible for the activities, omissions, or other conduct, whether online or offline, of any advertiser or user of Montessori Global. We are not responsible for any incorrect, inaccurate, or unlawful Content (including any information in profiles) posted on Montessori Global, whether caused by users or by any of the equipment or programming associated with or utilized in Montessori Global. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication with advertisers or other users. We are not responsible for any problems or technical malfunction of any hardware and software due to technical problems on the Internet or on Montessori Global or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with Montessori Global. Under no circumstances shall we be responsible for any loss or damage resulting from the use of Montessori Global or from any Content posted on Montessori Global or transmitted to users, or any interactions between users of Montessori Global, whether online or offline.

Montessori Global is provided "as-is" and as available. We expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We make no warranty that: (1) Montessori Global will meet your requirements; (2) Montessori Global will be available on an uninterrupted, timely, secure, or error-free basis; or (3) the results that may be obtained from the use of Montessori Global will be accurate or reliable.

You hereby release the Montessori Global Group from any and all claims, demands, and losses, damages, rights, claims, and actions of any kind that are either directly or indirectly related to or arises from: (1) the actions, Content, or data of third parties (including, advertisers and other users) (2) your participation in any offline events.

IN NO EVENT SHALL THE MONTESSORI GLOBAL GROUP BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF MONTESSORI GLOBAL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WHERE PERMITTED BY APPLICABLE LAW, YOU AGREE THAT THE MONTESSORI GLOBAL GROUP'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF MONTESSORI GLOBAL (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED U.S. DOLLARS ($100).

17. Indemnification.
You agree to defend, indemnify, and hold us and our subsidiaries and our and their respective officers, directors, board members, board advisors, employees, partners, agents successors and assigns (collectively, the "Montessori Global Group") harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees and costs, made by any third party due to or otherwise arising from your use of Montessori Global, including due to or arising from your breach of any provision of these Terms.

18. Dispute Resolution

Governing Law and Jurisdiction. These Terms of Use will be governed by the laws of Minnesota without regard to its conflicts of laws principles. The User is informed, as a consumer, of the possibility to use a conventional mediation procedure or any other alternative dispute resolution method.

Dispute Resolution

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. YOU AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND MONTESSORI GLOBAL ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND MONTESSORI GLOBAL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

Governing Law. These Terms and any and all claims, disputes, or other legal proceedings by or between you or us, including but not limited to any such claims or disputes that are in any way related to or arising under these Terms or your access to or use of Montessori Global, shall be governed by the laws of the State of Minnesota without giving effect to any conflict-of-laws principles that may otherwise provide for the application of the law of another jurisdiction. The parties agree that their arrangement under these Terms is in interstate commerce and that the Federal Arbitration Act applies to the construction of the "Agreement to Arbitrate" provision below. For any claim, dispute, or other legal proceeding not subject to the "Agreement to Arbitrate" provision below, the claim or dispute shall be brought and litigated exclusively in the state courts located within Minneapolis, Minnesota, or the federal courts in the District of Minnesota, as appropriate, and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes.

Agreement to Arbitrate. If you reside in the United States, subject to the Exceptions to Arbitration set forth below, you and Montessori Global each agree that any and all disputes between consumer users of Montessori Global and Montessori Global arising under or related in any way to these Terms and such users' use of Montessori Global must be resolved through binding arbitration as described in this section. With the exception of the prohibition on class arbitrations
set forth in this "Dispute Resolution" section, if an arbitrator or court decides that any part of this agreement to arbitrate is unenforceable, the other parts of this Agreement to Arbitrate will still apply.

Exceptions to Arbitration. This Agreement to Arbitrate will not apply to the following: (a) small claims court cases that qualify; (b) legal proceedings that involve efforts to obtain user-identifying information; (c) any legal proceedings brought against any of the Montessori Global Group by companies or other legal entities; or individuals acting on behalf of such companies or other legal entities; (d) any legal proceedings brought by any of the Montessori Global Group against companies or other legal entities or individuals acting on behalf of any such companies or other legal entities; and (e) a party's 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 a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. If, for some reason, the prohibition on class arbitrations set forth in this Dispute Resolution section cannot be enforced, then the entirety of this Agreement to Arbitrate will not apply. Where this Agreement to Arbitrate does not apply, the remainder of this Agreement and the Dispute Resolution section will continue to apply.

Informal Dispute Resolution. If either of us intends to seek arbitration under the agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least 30 days in advance of initiating arbitration. Notice to Montessori Global should be sent to Montessori Global Inc., c/o 165 Western Ave Suite 8, St. Paul, MN. If you have an account on Montessori Global, notice to you will be sent to the email address associated with your account. The notice of dispute ("Notice") must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If Montessori Global and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Montessori Global may commence formal proceeding.

Arbitration Procedure. The arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association ("AAA"), if applicable, as modified by this section. The AAA's rules and a form for initiating the proceeding are available at www.adr.org. Any settlement offer made by you or Montessori Global shall not be disclosed to the arbitrator. Unless otherwise required by the applicable arbitration rules, the arbitration shall be held in Minneapolis, Minnesota. For any claim where the total amount of the award sought is $100,000 or less, you and Montessori Global may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Montessori Global subject to the arbitrator's discretion to require an in-person hearing. In cases where an in-person hearing is held, you or Montessori Global may attend by telephone, unless the arbitrator requires otherwise. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same Montessori Global user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
Opt-Out Procedure. IF YOU ARE A NEW MONTESSORI GLOBAL USER, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE MONTESSORI GLOBAL TERMS OF USE FOR THIS FIRST TIME. YOU MUST MAIL AN OPT-OUT NOTICE TO MONTESSORI GLOBAL INC., C/O 165 Western Ave Suite 8, St. Paul, MN.

Changes to the Agreement to Arbitrate. Notwithstanding any provision in these Terms to the contrary, you and we agree that if we make any changes to this "Arbitration" section (other than a change to any referenced notice address or site link) in the future, that change will not apply to any claim that was filed in a legal proceeding prior to the effective date of the change. The change will apply to all other disputes or claims governed by this Arbitration section that have arisen or may arise between you and Montessori Global. If you do not agree to these changed terms, you may close your account.

19. Other Terms

United States Legal Compliance You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Change of Terms of Use. These Terms of Use are subject to change. Any changes will be posted to this page. Use of this Service or any Service Content after entering into force the new version of the Terms of Use will constitute the agreement to the modified Terms of Use. If you disagree with such modification of the Terms of Use, you may terminate the Service and delete its User Account under the conditions set forth in this Agreement.

Change of the Service. Montessori Global may further develop or modify the Service or the Service Content only to improve its quality. You will be informed of such development/modification as soon as it is implemented.

Severability; Entire Agreement. Except in the case of invalidity of an essential clause, if any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions. These Terms of Use, including the Privacy Policies, set forth the entire understanding and agreement between you and Montessori Global with respect to the subject matter hereof.

Force majeure. In no case Montessori Global may be held liable for any breach of its contractual obligations resulting from a force majeure event as defined in applicable law and related jurisprudence.
Other. Except as specifically stated in another agreement we have with you, these Terms constitute the entire agreement between you and us regarding the use of Montessori Global and these Terms supersede all prior proposals, negotiations, agreements, and understandings concerning the subject matter of these Terms. You represent and warrant that no person has made any promise, representation, or warranty, whether express or implied, not contained herein to induce you to enter into this agreement. Our failure to exercise or enforce any right or provision of the Terms shall not operate as a waiver of such right or provision. If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. To the extent allowed by law, the English version of these Terms are binding and the translations are provided for convenience only. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with Montessori Global's prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void. The section titles in the Terms are for convenience only and have no legal or contractual effect; as used in the Terms, the word "including" means "including but not limited to."

Please contact us with any questions regarding these Terms by emailing friends@montessori.global.