

# Terms of Use

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## 1. WELCOME TO G7 RESEARCH

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Welcome to the educational apps of G7 Research. The JogNog app, the NogWars app, and the PayUsToLearn app are operated by G7 Research LLC. The term “G7 App” and “G7 App Service” will refer to the JogNog, NogWars, and PayUsToLearn web and mobile apps and any similar or related sites or apps that are operated by G7 Research LLC.

Please read these Terms of Use carefully. If you do not agree to these Terms of Use you may not use the G7 App and G7 App Service.

If you are under eighteen (18) years of age you must have a parent or legal guardian read and agree to these terms on your behalf.

The G7 App and G7 App Service was created for, and enjoyed by, users in the second grade and older.

## 2. USE OF THE G7 APP SERVICE

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- a) The G7 App is only for your personal use. You cannot use it for a commercial enterprise.
- b) All content available on the G7 App is copyrighted and is the property of G7 Research or other third parties and cannot be used outside of the G7 App without permission.
- c) It is G7 Research’s policy to not accept any ideas for games or game improvements from users or others outside of G7 Research employees and consultants. This is to avoid any potential misunderstandings if similar ideas are developed independently by G7 Research and later appear as improvements to the game. If, despite this policy, you submit game ideas to G7 Research, then that submission will be treated as non-proprietary and non-confidential and that you will be granting to G7 Research a worldwide, fully paid, irrevocable, non-exclusive license to use that content by G7 Research in any way that G7 Research desires in perpetuity. This policy will override any language that you may supply as part of the submission that relates to intellectual property ownership.
- d) Game play, artwork, business processes of G7 Research are considered proprietary and protected under the full extent of the laws concerning intellectual property.
- e) Any software or other intellectual property of G7 Research that you use is done so with a non-exclusive license to use the service. G7 Research makes no representations of continuity of the service or availability of any content contained on G7 Research.
- f) Any content that is provided to the user such as, but not limited to, question content or quiz structure, are provided as a service with a limited time of access and a license to use that content. You agree that once all such content has been made available to you the user as a service for thirty (30) days or the length of a purchased subscription, all value of purchase will be considered to have been delivered to the user without any promise of further access. G7 Research reserves

the right to terminate the service to any and all users at any time by reimbursing the pro-rated subscription price for time remaining in the subscription to the user. For apps such as PayUsToLearn, that provide financial incentives to players, G7 Research will not reimburse unused incentives, such as gift cards, if the user has not utilized them. G7 Research may refund unused financial incentives, such as gift cards, after a certain time period (such as 14 days) as part of game play to motivate students to complete their lessons. The amount refunded will be based on the cost of the incentive minus handling and restocking fees and will be determined by G7 Research.

- g) The G7 App Service is a service with features that are continuously being introduced, removed and improved in order to improve the overall product. G7 Research reserves the right, at any time, to modify or temporarily suspend service without notice. You agree that G7 Research shall not be liable to you or to any third party for any modification or suspension of the service. In the event of permanent discontinuation of service, liability is limited to the paid subscription price, pro-rated to the amount of time remaining on the subscription. There will be no liability for any purchases other than for paid subscriptions or paid lessons that have not been completed within 30 days.
- h) G7 Research reviews videos and suggests them for educational content and age appropriateness but G7 Research cannot guarantee the appropriateness of any video for a particular student but only makes suggestions. Parents may view the video before purchase to determine if it is appropriate for their child. Video links provided by G7 Research lead to videos on the internet from such services as YouTube and Vimeo and they are responsible for their content. Occasionally those videos may be cancelled by their providers. In those cases, G7 Research will endeavor to replace the video with another video of equal value or allow the user to substitute a different lesson for the one that they paid for.
- i) Some G7 Research apps, such as PayUsToLearn, includes a reward with every lesson purchased. For example, a \$10 gift card may be given to a student once they have completed a lesson that a parent paid \$12 for. In no situation will PayUsToLearn ever be liable for providing more than one reward for any lesson purchased or a reward greater than the value paid for the lesson. G7 Research reserves the right to substitute a like reward of equal value if the reward typically provided with the lesson can no longer be provided. Lessons will have an expiration date and if they are not completed by the expiration date there will be no reimbursement for the lesson or the reward. In some situations, G7 Research may credit the parent's credit card for the value of the reward minus a restocking fee to cover transaction costs or may allow the parent to transfer the unused lesson charge to another lesson of the parent's choice.

### 3. YOUR ACCOUNT

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- a) You will be provided with an account on the G7 App that will allow you to login and use the service.
- b) You agree that all information on your account including billing information is truthful and accurate.
- c) You agree that any violations of these Terms of Use will result in immediate termination of your account and that G7 Research will have no further liabilities to you except for refunding any unused subscription fees.

- d) Your email address may be used by G7 Research for important announcements from time to time which may include product updates and responses to user questions as well as other information.
- e) You agree that you will not provide G7 Research with any confidential student or personal information restricted by law (e.g. student ids, grade information). G7 Research shall not be liable and you and the organization you work with (e.g. school) will bear liability for any losses, damages or expenses incurred due to G7 Research receiving such data from you, or if you otherwise fail to comply with the G7 Research privacy policy or to correctly use the G7 App's product features.

#### 4. RULES OF CONDUCT

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- a) You will not use abusive language or utilize your G7 App account to harass, threaten or otherwise harm any other person.
- b) You will not attempt to exploit or hack the G7 App Service.
- c) You must keep private the username and password of the service you use to sign into the G7 App (e.g. Google, Microsoft) and never share that sign in information with anyone else.
- d) You should not give out your phone number, email address, street address or other personally identifiable information to other users.
- e) You should not ask for personally identifiable information from other users.
- f) You should not include any personally identifiable information in content that you upload to the G7 App Service (e.g. feedback to the service or comments to parents).
- g) You should not upload any content that is intended to cause emotional harm or to defame any other person.
- h) You must own the copyright to any content that you upload into this service. You must not use any content that you have found from other sources on the web or other copyrighted materials.
- i) You may not use the G7 App Service if you are accessing it from any country whose privacy laws prohibit your usage.
- j) You will not utilize the G7 App site for gathering of competitive information, or in any way that would harm G7 Research's business.
- k) No game content may be sold or traded with anyone or transferred out of the game. G7 apps are intended to educate and entertain. They should not be played to generate real world payment of any kind for the user except the reward associated with purchased lessons.
- l) G7 App coins or other "virtual currencies" have no real world value.

#### 5. PRIVACY POLICY

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- a) Our privacy policy (Privacy Policy) is found on our app and is incorporated into this Terms of Use by reference and provides additional terms and policies.

#### 6. UPDATES TO THE TERMS OF USE

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- a) G7 Research LLC may update these Terms of Use from time to time. Such changes will be posted on the app and if they are non-material changes they will be

effective immediately otherwise they will be effective ten (10) days after such posting

## 7. TERMINATION

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- a) You may terminate these Terms of Use at any time by discontinuing use of the G7 App.
- b) We may terminate these Terms of Use with respect to you and your access to the G7 App Service at any time at our discretion.
- c) Upon termination you must destroy or return any intellectual property owned by G7 Research.

## 8. TRADEMARK NOTICE

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JogNog, NogWars, and PayUsToLearn are registered trademarks of G7 Research LLC.

## 9. DISCLAIMERS

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- a) SUBJECT TO APPLICABLE LAW, THE CONTENT ON OR OTHERWISE RELATED IN ANY WAY TO THE PAYUSTOLEARN SERVICE IS PROVIDED "AS IS" AND WITHOUT CONDITIONS OR WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. WE DO NOT WARRANT THAT ANY CONTENT WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY OF THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, SUBJECT TO APPLICABLE LAW, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

## 10. CONTACT

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- a) Should you have questions or concerns about these Terms of Use, please write us at: [Info@G7Research.com](mailto:Info@G7Research.com).