

Terms of Use

Last Updated: September 9, 2013

1. WELCOME TO THE JOGNOG® EDUCATIONAL APP

Welcome to the JogNog® educational app. The JogNog app is operated by G7 Research LLC. The term “JogNog” and “JogNog service” will refer to the JogNog 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 JogNog app.

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.

If you are under thirteen (13) years of age you must register at the website www.JogNog.com and enter your age and the email address of a parent or guardian so that they can be notified that you are joining the JogNog app. Your parent or guardian may be notified if you lose your password or user name and they may be able to change your user name and password.

2. USE OF THE JOGNOG SERVICE

- a) JogNog is only for your personal use. You cannot use it for a commercial enterprise.
- b) All content available on JogNog is copyrighted and is the property of JogNog and cannot be used outside of JogNog without permission.
- c) If you generate content (such as quiz questions, tower or city design, blog posts, artwork, photographs, music, stories, ideas) and post it on the JogNog app it continues to be your property, but you grant JogNog a worldwide, fully paid, irrevocable, non-exclusive license to use your content on JogNog in any way that JogNog desires in perpetuity.
- d) It is JogNog’s policy to not accept any ideas for games or game improvements from players or others outside of JogNog employees and consultants. This is to avoid any potential misunderstandings if similar ideas are developed independently by JogNog and later appear as improvements to the game. If, despite this policy, you submit game ideas to JogNog, then that submission will be treated as non-proprietary and non-confidential and that you will be granting to JogNog a worldwide, fully paid, irrevocable, non-exclusive license to use that content by JogNog in any way that JogNog desires in perpetuity. This policy will override any language that you may supply as part of the submission that relates to intellectual property ownership.
- e) Game play, artwork, business processes of JogNog are considered proprietary and protected under the full extent of the laws concerning intellectual property.
- f) Any software or other intellectual property of JogNog that you use is done so with a non-exclusive license to use the service. JogNog makes no representations of continuity of the service or availability of any content contained on JogNog.

- g) Any content that is provided to the player such as, but not limited to, knowledge towers, question content, virtual goods such as decorations for your towers and cities, 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 player 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 player without any promise of further access. JogNog reserves the right to terminate the service to any and all players at any time by reimbursing the pro-rated subscription price for time remaining in the subscription to the player.
- h) JogNog is a service with features that are continuously being introduced, removed and improved in order to improve the overall product. JogNog reserves the right, at any time, to modify or temporarily suspend service without notice. You agree that JogNog 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-rate to the amount of time remaining on the subscription. There will be no liability for any purchases other than for paid subscriptions.

3. YOUR ACCOUNT

- a) You will be provided with an account on JogNog 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 JogNog will have no further liabilities to you except for refunding any unused membership fees.
- d) Your email address will be used by JogNog for password recovery when you forget your password or username and for announcements from time to time of product updates and competitions.
- e) You agree that you will not provide JogNog with any confidential student information restricted by law (e.g. student ids, grade information). JogNog 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 JogNog receiving such data from you, or if you otherwise fail to comply with the JogNog privacy policy or to correctly use the JogNog product features.

4. RULES OF CONDUCT

- a) You will not use abusive language or utilize your JogNog account to harass, threaten or otherwise harm any other person.
- b) You will not attempt to exploit or hack the JogNog service.
- c) You must keep your username and password private and never share it with anyone else.
- d) You should not give out your phone number, email address, street address or other personally identifiable information to other users that you do not already know.
- e) You should not ask for personally identifiable information from other users.

- f) You should not include any personally identifiable information in questions that you write and enter into the JogNog service.
- g) You should not write any questions that are intended to cause emotional harm or to defame any other person.
- h) You must own the copyright to any questions that you upload into the game. You must not use any questions or answers that you have found from other sources on the web or other copyrighted materials.
- i) You may not use JogNog if you are accessing it from any country whose privacy laws prohibit your usage.
- j) You will not utilize the JogNog site for gathering of competitive information, or in any way that would harm JogNog's business.
- k) No game content may be sold or traded with anyone or transferred out of the game. JogNog is intended to educate and entertain. It should not be played to generate real world payment of any kind for the player.
- l) JogNog coins or other "virtual currencies" have no real world value.

5. PRIVACY POLICY

- 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

- 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

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

8. TRADEMARK NOTICE

JogNog is a registered trademark of G7 Research LLC.

9. DISCLAIMERS

- a) SUBJECT TO APPLICABLE LAW, THE CONTENT ON OR OTHERWISE RELATED IN ANY WAY TO THE JOGNOG 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

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