

CODING DOJO

SITE TERMS

Updated: 12/10/15 Site Terms

These Site Terms (“**Terms**”) apply to your access to, and use of, any website of Coding Dojo, LLC. (“Coding Dojo”), including www.codingdojo.com and other online products or services where these Terms are posted (collectively, the “**Site**”). These Terms do not alter in any way the terms or conditions of any other agreement you may have with Coding Dojo for products, services or otherwise. If you are using the Site on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf, and that such entity agrees to indemnify you and Coding Dojo for violations of these Terms.

Coding Dojo reserves the right to change or modify these Terms, or any policy or guideline of the Site, at any time and in our sole discretion. Any changes or modifications will be effective immediately upon posting the revisions on the Site, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Site following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Terms and applicable policies to understand the terms and conditions that apply to your use of the Site. If you do not agree to the amended terms, you must stop using the Site.

If you have any questions regarding the Site, please contact Coding Dojo at info@codingdojo.com.

1. PRIVACY POLICY

Please refer to our [Privacy Policy](#) for information about how Coding Dojo collects, uses and discloses information from our users.

2. ACCEPTABLE USE POLICY

Access to and use of the Site is governed by our [Acceptable Use Policy](#). Failure to comply with our Acceptable Use Policy may result in, among other actions, suspension or termination of your right to access and use the Site.

3. COPYRIGHT AND LIMITED LICENSE

Unless otherwise indicated, the Site and all content and other materials on the Site, including, without limitation, the Coding Dojo logo, and all designs, text, graphics, pictures, videos, information, data, software, sound files and other files, and the selection and arrangement thereof, (collectively, the “**Site Materials**”) are the proprietary property of Coding Dojo or our licensors or users and are protected by U.S. and international copyright laws.

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You are granted a limited, non-exclusive and non-sublicensable license to access and use the Site and Site Materials; however, such license is subject to these Terms and, unless specifically provided for under separate terms, does not include:

- (a) any resale or commercial use of the Site or the Site Materials;
- (b) the collection and use of any product listings, pictures or descriptions;
- (c) the distribution, public performance or public display of any Site Materials;
- (d) any modification or creation of any derivative uses of the Site and the Site Materials, or any portion thereof;
- (e) use of any data mining, robots or similar data gathering or extraction methods;
- (f) downloading (other than the page caching) of any portion of the Site, the Site Materials or any information contained therein, except as expressly permitted on the Site; or
- (g) any use of the Site or the Site Materials other than for their intended purposes. Any use of the Site or the Site Materials other than as specifically authorized herein, without the prior written permission of Coding Dojo, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

4. REPEAT INFRINGER POLICY; COPYRIGHT COMPLAINTS

In accordance with the Digital Millennium Copyright Act (“**DMCA**”) and other applicable law, Coding Dojo has adopted a policy of terminating, in appropriate circumstances and in Coding Dojo’s sole discretion, subscribers or account holders who are deemed to be repeat infringers. Coding Dojo may also, in our sole discretion, limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

If you believe that anything on the Site infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Designated Agent: Michael Choi

Address of Designated Agent: Coding Dojo, Attn: Copyright Infringement,
10777 Main Street, Suite 100, Bellevue, WA 98004

Phone Number of Designated Agent: 650-305-1139

Email Address of Designated Agent: info@codingdojo.com

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Please see [17 U.S.C. §512\(c\)\(3\)](#) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

5. TRADEMARKS

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6. FRAMING AND HYPERLINKS

You may not use a Coding Dojo logo or other proprietary graphic of Coding Dojo to link to the Site without the express written permission of Coding Dojo. Further, you may not use, frame or utilize framing techniques to enclose any Coding Dojo trademark, logo or other proprietary information, including the images found on the Site, the content of any text or the layout/design of any page or form contained on a page of the Site without Coding Dojo's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or other proprietary right of Coding Dojo or any third party.

7. THIRD PARTY CONTENT

Coding Dojo may provide third party content on the Site and may provide links to web pages and content of third parties (collectively the "Third Party Content") as a service to those interested in this information. Coding Dojo does not control, endorse or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that Coding Dojo is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content at their own risk.

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8. ADVERTISEMENTS AND PROMOTIONS

Coding Dojo may run advertisements and promotions from third parties on the Site or may otherwise provide information about or links to third-party products or services on the Site. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions are solely between you and such third party. Coding Dojo is not responsible or liable for any loss or damage of any sort incurred as the result of such dealings or promotions or as the result of the presence of non-Coding Dojo advertisements or other third party information on the Site.

9. SUBMISSIONS

You may submit questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information about Coding Dojo, the Site or third party products and services (collectively, "**Submissions**"). Submissions, whether posted to the Site or provided to Coding Dojo by email or otherwise, are non-confidential and shall become the sole property of Coding Dojo. Coding Dojo shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

10. SEVERABILITY

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

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