

# **YQCA Terms of Service**

Thank you for your interest in YQCA, which owns and operates the services offered on YQCA.com ("YQCA Website"), including the YQCA platform ("YQCA Platform"), or additional products and services that YQCA may provide now or in the future, whether provided free of charge, or on a fee, purchase, or subscription basis (collectively, the "Service").

The following are the terms of service ("Terms") that define the relationship between YQCA ("Company," "YQCA," "we," or "us") and you ("User"), and govern your use of the Service. The terms of service are governed by the laws of the State of South Dakota. South Dakota is the stipulated venue and jurisdictions for all disputes and matters of enforcement arising from this relationship.

### 1. Agreeing to our Terms

Please read the Terms carefully before you start using the Service. By using the Service or by clicking to accept or agree to the Terms when this option is made available to you, you accept or agree to be bound and abide by these Terms, our Privacy Policy, and any posted guidelines, policies or rules applicable to specific features of the Service, which may be posted from time to time (collectively "Guidelines"), incorporated herein by reference. If you do not agree to these Terms, the Privacy Policy, or the Guidelines, you must not access or use the Service.

The Terms, including the Guidelines and future modifications (collectively, the "Agreement") govern your use of the Service and is a legal contract between you and YQCA.

### Age Specific Uses of the Site:

The Service is available to all Users, including to individuals under the age of 18. Except as otherwise set forth in this Agreement, the Service's content is in part directed to children ages 8-21 as a primary audience.

Individuals under the age of 13 may not register for accounts, purchase courses, access certification, etc. without permission from parents, guardians, or other authorized Users who are legally authorized to act on behalf of parents under state or federal law (collectively "Parent") as defined herein.

If the User is a Parent, they may grant consent and permission for individuals under the age of 13 to access and use the Service on behalf of the minor. If so, then such individuals under the age of 13 may use the Service provided the Parent agrees to the Terms.



Younger visitors should always check with their Parent before entering information on any website or mobile application, and we encourage families to discuss their household guidelines regarding the online sharing of information.

### 2. Using the Service

### Permission to Use YQCA

As long as you are complying with these Terms, YQCA gives you permission to access and use the Service solely to enable your use of the Service.

Access to and use of the Service is free, however, we may offer new or additional special features, additional premium subscription-based services, and the ability to purchase Custom Merchandise (as defined below) or Digital Goods (as defined below) for which YQCA may charge fees, subscription charges or other prices. Please also be aware that while we currently provide our mobile services for free, your carrier's normal rates and fees still apply, such as text messaging and data fees.

The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any.

# Changes to the Service

From time to time, we may implement changes and improvements to our Service. We may add or remove functionalities or features, and we may suspend or stop a feature or the Service altogether, including, for example, if you do not comply with these Terms or if we are investigating suspected misconduct. We may also stop providing the Service to you or add or create new limits to our Service or restrict your access to all or a part of the Service at any time without notice or liability.

If these changes to the Service involves additional data collection practices or reduces rights of a child's privacy, advance notice will be provided to parents/guardians. If they chose to do so, parents/guardians may adjust their data sharing consent on the Child Dashboard within their YQCA account. No changes to the data sharing consent, means that you accept and agree to the changes

We reserve the right to withdraw or amend the Service, in our sole discretion and without notice. We will not be liable if for any reason if all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, to users, including registered users. If these withdraws or amendments to the Service involves additional data collection practices or reduces rights of a child's privacy, advance notice will be provided to parents/guardians. If they chose to do so,



parents/guardians may adjust their data sharing consent on the Child Dashboard within their YQCA account.

You are responsible for both making all arrangements necessary for you to have access to the Service and ensuring that all persons who access the Service through your internet connection are aware of these Terms and comply with them.

### Restrictions

Except as expressly permitted under this Agreement, you agree you will follow all the restrictions set forth in the YQCA Technology and Acceptable Use and Conduct sections below.

# 3. YQCA Technology

The Service and the YQCA Technology are intended solely for the personal, non-commercial use of our Users and may only be used in accordance with this Agreement.

"YQCA Technology" means all past, present and future content of the Service, including, all software, hardware and technology used to provide the Service (including YQCA proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Service, and all other intellectual property, including all YQCA Marks.

"YQCA Marks" means the trademarks, service marks, service names, logos, or any other trade name, other distinctive or proprietary brand features of YQCA, YQCA's name, the terms and all related names, logos, product and designs, and slogans.

All other names, logos, product and service names, designs, and slogans on this Service are the trademarks of their respective owners.

YQCA Technology is protected by intellectual property laws. Using our Service does not give you ownership of any intellectual property rights in our Service or the YQCA Technology. You agree that, as between you and YQCA, all the intellectual property rights in the Service and YQCA Technology, which does not include User Content (as defined below), are owned by YQCA or its licensors. These terms do not grant you the right to use any YQCA Marks.

You will not, nor will you allow any third party (whether or not for your benefit) to:

• Run, license, rent, lease, loan, assign, distribute or sell access to the Service or the YQCA Technology.



- Build or support (and/or assist a third-party in building or supporting) products or services in competition with YQCA, or access the Service to build a product using similar ideas, features, functions, interface or graphics of the Service.
- Use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the YQCA Technology for any purposes other than as expressly permitted under this Agreement.
- Decompile, reverse engineer, disassemble, or otherwise attempt to obtain the source code of any YQCA Technology.
- Access (or attempt to access) any service on the Service by any means other than as permitted in this Agreement.
- Circumvent, disable or otherwise interfere with security related features or features
  that prevent or restrict use or copying of any User Content (as defined below) or YQCA
  Technology or enforce limitations on use of the YQCA Service or the User Content and
  YQCA Technology.
- Remove, obscure, or alter any copyright, logo, trademark, or other legal notices displayed in or along with our Services or any YQCA custom products or merchandise, or otherwise use any YQCA Technology in a manner that creates the impression that the YQCA Technology belongs to you.
- Use YQCA Marks without the prior written permission of YQCA.

#### 4. Your Information and Content

#### **User Content**

In the course of using the Service, you and other Users may provide content or information, which may be used by YQCA in connection with the Service and which may be visible to certain other Users (collectively "User Content"). Please visit our Privacy Policy for additional information on the types of information different types of Users are able to provide.

#### **Ownership**

YQCA owns all courses, all content related to the courses, all components of the courses, and other information available on the Site that has been provided by YQCA and all YQCA trademarks are the exclusive property of YQCA, and YQCA owns all right, title and interest, including copyrights and other intellectual property rights, in and to any and all ideas,



concepts, expertise, programs, systems, methodologies, data, or other materials embodied in, the YQCA materials or reduced to practice in the YQCA materials.

Registrant data, including registration information, is owned by the Parent/User and used by YQCA for the purposes of fulfilling the contract. Parents/Users have data ownership rights and can requests data deletion at any time.

#### License

In order to allow YQCA to provide the Service, you hereby grant to YQCA a limited, non-exclusive, irrevocable, sublicensable (as necessary to perform the Service, provide additional services under YQCA Plus Related Services (as defined below) right and license to:

- Use and disclose metrics and analytics regarding the User Content in an aggregate or other non-personally identifiable manner (including, for use in improving our Service or in marketing and business development purposes);
- Use any User Content (including any Student Data or Education Record) that has been de-identified for any product development, research or other lawful purpose subject to the Privacy Policy; and
- Use for other purposes permitted by the YQCA Privacy Policy.

YQCA will only share and use your personal information in accordance with YQCA's current Privacy Policy.

### Your Responsibilities and YQCA Rights

You agree that you are responsible for making sure that you have all rights in the User Content, including the rights necessary for you to grant us the foregoing licenses to the User Content. All information posted or transmitted through the Service is the responsibility of the person that posted it, and we will not be liable for any errors or omissions in any content. YQCA cannot guarantee the identity of any other Users with whom you may interact in the course of using the Service, or the authenticity of any data which Users may provide about themselves. You acknowledge that all content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

You acknowledge that YQCA and its designees (such as Teacher) reserve the right, but shall have no obligation, to pre-screen, filter, remove, refuse to accept, delete, remove, post, display, or transmit any User Content through or on the YQCA Service in whole or in part at any time for any reason or no reason with or without notice and with no liability of any kind. You are solely responsible (and assume all liability and risk) for determining whether or not any User Content is appropriate or acceptable to you. We do not guarantee that we



will publish any of your User Content and reserve the right to remove User Content from the Service at any time for any reason, such as if we receive a notice reports a User Content infringes someone's intellectual property rights.

## 5. Privacy and Security

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our Privacy Policy which explains how we treat your personal information, protect your privacy when you use our Service, and for more information on the administrative, technical and physical safeguards we maintain to protect against unauthorized use, disclosure of or access to personal information. Please see our Privacy Policy for a description of the procedures by which a child, or Parent may review, access or delete the personal information of a child.

For additional information on our privacy security practices, please visit the YQCA Privacy Center.

### 6. Registration and Security

To access the Service, you may be asked to provide certain registration details or other information. It is a condition of your use of the Service that all the information you provide on the Service is correct, current, and complete. You agree that all information you provide to register with this Service, including, but not limited to, through the use of any interactive features on the Service, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

As a condition to using the Service, you may be required to register with YQCA and select a username and password or provide additional contact information (collectively, "User ID"). You must provide YQCA with true, accurate, complete, and current User ID information. You agree to promptly update all information to keep your account on YQCA current, complete and accurate. You may not select or use as a User ID the name of another person with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself without permission. YQCA reserves the right to refuse registration of or cancel a User ID in its discretion.

You shall be responsible for maintaining the confidentiality of your User ID, and, if you are a Parent, the User ID of your child and will not share with anyone or let anyone else access your account. You may not transfer your account to anyone without express prior written consent of YQCA. Additionally, as a Parent, the email address that you submit must not be shared by anyone else, especially your child or any other minor. YQCA will not be liable for any direct or indirect loss that you may incur as a result of someone else using your User ID, either with or without your knowledge or due to a failure to comply with this section. However, you may be held liable for losses incurred by YQCA or another party due to



someone else using your User ID. In other words, please be careful with your identity and passwords.

You expressly agree to (a) immediately notify YQCA of any unauthorized use or any other breach of security of your account or, if a Parent, of your child's account, and (b) ensure that you properly log out from your account at the end of each session, and if a Parent, ensure that your child properly logs out from his/her account at the end of each session.

# 7. Additional Terms by User Type

These Terms contain general terms that apply to you as a User of the Service, along with additional terms that may apply to you as a User registered as a Parent or Instructor.

**A. Parents:** If you are a Parent of a child that is participating in the Service, then the following terms and limitations apply to you:

• **Your Consent.** If your child is under the age of 13, consent must be given in order for your child to use certain features of the Service.

Information collected from children (including personal information and information collected automatically) is never used or disclosed for third-party advertising. Additionally, personal information collected from children is never used for behaviorally-targeted advertising to children (first or third party). Lastly, children's personal information is never sold or rented to anyone, including marketers or advertisers. See our Privacy Policy for more details.

#### 8. Additional Terms for the YQCA Plus Related Services

All subscription payments made for YQCA Plus Related Services are subject to our YQCA Payment Terms. In addition to the Payment Terms, the following terms and conditions and also apply to specific fee-for-use portions, services, or features of the Service, including User subscriptions to YQCA Plus Related Services.

### **Performance of Services**

You agree to (i) cooperate with us in all matters relating to YQCA Plus Related Services; (ii) respond promptly to any of our requests to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for us to provide YQCA Plus Related Services in accordance with the requirements of this Agreement; (iii) provide such User information as we may request to provide YQCA Plus Related Services in a timely manner.

### 9. Modification to Agreement



We may modify this Agreement or Guidelines to, for example, reflect changes to the law or changes to our Service. You should look at the Agreement regularly. We last modified this Agreement on the date stated above. We'll post notice of modifications to this Agreement on this page or elsewhere on the Service and/or as required by law. Changes will not apply retroactively and will only become effective when (a) you use the Service after you know about the change, or (b) thirty days after they are posted (whichever is sooner). However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. Your continued use of the Service, following notice of the changes to the Agreement or Guidelines, constitutes your acceptance of our amended terms, policies or guidelines. If you do not agree to the modified Agreement, you should discontinue your use of the Service.

#### 10. Your Covenants and Promises

You covenant and promise that you will not provide any User Content or otherwise use the Service in a manner that (i) infringes, violates or misappropriates another's intellectual property (including, without limitation, copyright, trademark, patent or trade secret) rights, rights of publicity or privacy, or other rights; (ii) violates any applicable national or international, federal, state or local law, statute, ordinance or regulation or which would render YQCA in violation of any applicable laws or regulations, including without limitation COPPA, CCPA, state student privacy laws, and FERPA (collectively the "Laws"); (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, slanderous, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account or the Service in any way, such as allowing someone else access to your account or password or submitting User Content that contain viruses.

#### 11. Acceptable Use and Conduct

We do our best to keep YQCA safe, but we cannot guarantee it. We need your help to keep YQCA safe, which includes the following commitments by you when using our Service:

- 1. You will only use the Service as permitted by Law, including applicable export or reexport control laws and regulations.
- 2. You will not copy, modify or distribute any text, graphics, or other material or content available through the Service without our prior written permission, or if such content is a User Content, the prior written consent of such User.
- 3. You will not use the Service to violate a person's right to privacy or publicity or otherwise collect, use or disclose data, including personal information, about other Users without consent or for unlawful purposes in violation of any Law.



- 4. You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service, including any Users' content or information, or otherwise access the Service, except for Internet search engines (e.g. Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file, or "well-behaved" web services/RSS/Atom clients. We reserve the right to define what we mean by "well-behaved".
- 5. You will not employ misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin on any content transmitted to or through the Service.
- 6. You will not do anything that could disable, overburden, or impair the proper working or appearance of the Service or prevent other Users from using the Service, such as a denial of service attack or interference with page rendering or other Service functionality.
- 7. You will not access (or attempt to gain unauthorized access) to the Service or to YQCA's computer systems by any means other than those permitted by this Agreement or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service.
- 8. You will not collect, solicit or otherwise obtain login information or access an account belonging to someone else.
- 9. You will not use this Service in any way to upload, post, transmit, email or otherwise distribute any material that: is hate speech, discriminating, defamatory, threatening, pornographic or obscene; incites violence; contains nudity or graphic or gratuitous violence; or is otherwise objectionable as reasonably determined by YQCA.
- 10. You will not use the Service to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory (including based on race, sex, color, religion, national origin, marital status or disability).
- 11. You will not use the Service in any manner that is harmful to minors. Without limiting the foregoing, you will not transmit or post any content anywhere on the Service, including any User Content, that violate child pornography laws or that otherwise violates any child sexual exploitation laws. YQCA absolutely does not tolerate this and will report any suspected instances of child pornography, including reporting any of your User registration information, to law enforcement, including the National Center for Missing and Exploited Children.



- 12. You will not use the Service in any commercially unreasonable manner or in any manner that would disparage YQCA.
- 13. You will not impersonate an YQCA employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- 14. You will not facilitate or encourage any violations of this Agreement or our policies, including, without limitation, to facilitate the unlawful distribution of copyrighted content.

Any violation of the above may be grounds for termination of your right to access or use the Service. You also agree to immediately notify YQCA the event of an actual or threatened claim that you have violated any of the covenants and agreements contained in this Agreement.

# 12. Experimental Features

We may provide experimental features for you to try. These experimental features are not guaranteed to work the first time or any time. These features may abruptly and unexpectedly cease functioning, or disappear altogether. Other features of YQCA are not regularly tested for compatibility with experimental features. Experimental features will be added and old ones removed, possibly (probably) without notice.

#### 13. LIMITATION OF LIABILITY

UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL YQCA OR COMPANY PARTIES, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COST OF COVER, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF YQCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO (i) THIS AGREEMENT; (ii) YOUR USE OR THE INABILITY TO USE THE SERVICES, CONTENT, CUSTOM MERCHANDISE, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, OR USER CONTENT; OR (iii) ANY INTERACTION WITH ANY THIRD PARTY THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING OTHER USERS.

IN NO EVENT WILL YQCA OR THE COMPANY PARTIES BE LIABLE TO YOU IN THE AGGREGATE (FOR ALL POTENTIAL CLAIMS BY YOU) FOR ANY DAMAGES INCURRED IN EXCESS OF THE GREATER OF ANY FEES YOU HAVE ACTUALLY PAID TO YQCA FOR USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A



JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IN SUCH CASES, YQCA'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

# 14. Indemnity

You agree, to the extent permitted by your state's laws, to indemnify, hold harmless, and defend YQCA, and our successors, subsidiaries, affiliates, licensors, partners, co-branders, contractors, and subprocessors, and each of their respective employees, officers, directors, agents, successors and assigns from and against any and all damages, losses, demands, liabilities, settlements, costs and expenses of any kind (including reasonable attorneys' fees) from any claim or demand made by any third party relating to or arising out of (i) your access to, use, or misuse of the Service; (ii) your breach or alleged breach of this Agreement, including but not limited to, any representations and warranties, covenants and promises, (iii) your violation of any applicable Laws including, but not limited to, any failure to obtain or provide, maintain, or restrict any necessary consent, including but not limited to User Content, where such obligations arise under the Laws; (iv) any infringement by you or any third party using your account of any intellectual property, privacy or other right of any person or entity, including, without limitation, in connection with your User Content; or (v) your breach or alleged breach of any interaction, agreement or policy between you and other Users.

YQCA reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of YQCA. YQCA will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

# 15. Copyright Protection

It is YQCA's policy to respond to notices of alleged copyright infringement. YQCA may remove any allegedly infringing content without any liability to you. YQCA will promptly terminate without notice any User's access to the Service where the User is repeatedly infringing other people's intellectual property rights, including without limitation, copyright rights. YQCA, however, reserves the right to identify and terminate Users under any circumstances it deems appropriate, including after only a single instance of allegedly infringing behavior by that User.

### 16. Third Party Content and Websites

Content from other Users and third parties, including, information about third-party products and services, is made available to you through the Service ("Third-Party Content"). Additionally, the Service may contain links to third-party websites that are not owned or



controlled by YQCA, and includes features that allow you to interact and communicate with third parties ("Third-Party Websites"). The inclusion of Third-Party Content and links to Third-Party Websites on the Service does not imply our affiliation or endorsement of such Third-Party Content or Third-Party Websites. Because we do not control Third-Party Content or Third-Party Websites, you agree that we are not responsible for any such Third-Party Content or Third-Party Websites, including the accuracy, integrity, quality, legality, usefulness, safety or intellectual property rights of or relating to such Third-Party Content or Third-Party Websites (including privacy policies or opinions expressed on the Third-Party Websites), it is the sole responsibility of the person from which such Third-Party Content or Third-Party Websites originated, and YQCA has no obligation to monitor such Third-Party Content or Third-Party Websites. Notwithstanding the foregoing, YQCA or its designees reserves the right, but shall have no obligation, to pre-screen, filter, remove, refuse to accept, post, display or transmit any Third-Party Content or links to Third-Party Websites in whole or part at any time for any reason or no reason with or without notice and with no liability of any kind. You are solely responsible (and assume all liability and risk) for determining whether or not such Third-Party Content or Third-Party Websites are appropriate or acceptable to you. Your interaction with Third-Party Content and Third-Party Websites are subject to their respective terms and conditions and privacy policies. You understand that by using the Service you may be exposed to Third-Party Content or Third-Party Websites that are offensive, indecent or objectionable, and that you use the Service at your own risk.

### 17. Feedback

We always appreciate your feedback or other suggestions about YQCA, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them.

### 18. Term and Termination

This Agreement shall remain in full force and effect while you use the Service unless your account is terminated as provided in this Agreement ("Term"). Certain Users may terminate their use of the Service or your account at any time by contacting us as described in the *Contacting YQCA* section below.

You acknowledge that, if you knowingly, intentionally or negligently violate this Agreement, YQCA may suspend your license to the Services, in whole or in part, until the violation has stopped or terminate your license and use of the Services. In the event that you fail to correct the violation after reasonable notice from YQCA, YQCA may terminate your license and use of the Services and this Agreement. You agree and if such termination or suspension occurs, YQCA shall bear no responsibility or liability for any damages or claims resulting from or in connection with such actions, including the loss of information associated with your account.



The following does not apply in the unforeseen circumstances in which YQCA ceases operations or files for bankruptcy at which point YQCA may terminate or suspend all User accounts and licenses with or without notice to you, and with no liability to you. We believe that you own your data and preserving access to such data is important. If we discontinue the Service (such as if we went out of business), where reasonably possible, we will give you advance notice and a chance to get information out of the Service. Please visit our Privacy Policy section Transparency and Your Rights for more information of how to take information out of YQCA.

All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

## 19. Dispute Resolution

This Agreement is governed by and construed in accordance with the laws of the State of South Dakota without regard to the conflict of laws provisions thereof. To the extent any dispute arising from or relating to the subject matter of this Agreement is permitted to be brought in a court of law, such claim shall be subject to the exclusive jurisdiction of the state and federal courts located in Hughes County, South Dakota, and for all purposes of this Agreement, you and YQCA consent to the exclusive jurisdiction and venue of such courts.

#### 20. Miscellaneous

- 1. This Agreement and any subsequent versions of this Agreement posted to the Website will be deemed a writing signed by both parties.
- 2. If any portion of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the maximum extent necessary so that the remaining portions of the Agreement will remain in full force and effect and enforceable.
- 3. If we fail to enforce any of this Agreement, it will not be considered a waiver of any further rights hereunder.
- 4. Any amendment to or waiver of this Agreement must be made in writing and signed by us.
- 5. You will not transfer, sublicense or assign any of your rights or obligations under this Agreement to anyone else without our consent.



- 6. All of our rights and obligations under this Agreement, including the Agreement itself, are freely transferable or assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- 7. Nothing in this Agreement shall prevent us from complying with the law.
- 8. This Statement does not confer any third-party beneficiary rights.
- 9. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind YQCA in any respect whatsoever.
- 10. We reserve all rights not expressly granted to you.
- 11. YQCA shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond YQCA's reasonable control.

### 21. Contacting YQCA

You may contact YQCA with questions about the privacy policy, data deletion requests, and/or revoking consent:

#### E-Mail:

executivedirector@yqcaprogram.org

### Contact Us Page:

Please visit yqcaprogram.org