

TERMS OF SERVICE

Effective Date: 12 January 2023

Thank you for using WeDevX!

These Terms of Service (the “**Terms**”) govern your use of the Services (as defined below), our website <https://wedevox.co> (the “**Website**”), owned and operated by DevX School, LLC, a company duly incorporated in the State of Illinois, having its business address at 515 N State St Floor #14, Chicago, IL 60654 84020, and its Affiliates (“**WeDevX**”, “**we**”, or “**us**”).

These Terms, together with the Privacy Policy, and any other policy made available on the Website, is a binding contract between you (“**User**” or “**you**”) and WeDevX.

By visiting or using our Website and Services (as defined below), you hereby agree to be bound by these Terms, Privacy Policy, any other policy made available on the Website, and all applicable laws and/or regulations, which may be in effect time to time, and you agree that you are responsible for this compliance.

By accepting these Terms, you agree that any dispute arising from the use of the Website and/or Services will be decided in binding arbitration, in accordance with the terms and conditions provided below, and not in any court, jury trials, or class action.

If you share any educational content on the Website, you shall be bound by the Business Terms.

WeDevX reserves the right to unilaterally revise these Terms and all linked content from time to time, at its sole discretion, by updating this posting or linked content. Unless otherwise stated, the revised Terms will enter into force immediately. By continuing to use the Services after modifications enter into force, the User indicates to agree to be bound by such modifications.

1. DEFINITIONS

1.1 In these Terms the following capitalized terms have the following definitions:

“**Account**” means the account you open when you register on the Website.

“**Affiliate**” means, with respect to either party, any other entity directly or indirectly controlling, controlled by, or under common control with such party (“**control**”); and “**control**” means, with respect to either party, the possession, directly or indirectly, of the power to direct the management and policies of such entity, through the ownership of voting securities or otherwise; “**control**” also means having a contractual arrangement with an individual or entity to perform administrative, managerial, group purchasing or similar services on behalf of the individual or entity.

“**User**”, “**you**” or “**your**” means a visitor of the Website, or a user of our Services, being an individual, or any agent, employee, or person authorized to act on such user’s behalf.

“**User Data**” means any homework, exams, reports, projects, content, feedback, assignments, and data that User enters into the Service or publishes on the Website.

“**Services**” has the meaning provided in clause 2.1 below.

2. DESCRIPTION OF THE SERVICES

2.1 WeDevX operates, hosts, and manages the Website, and performs services that enables you to learn tech skills, access online classes, communicate and connect with learners and online mentors (the “**Services**”). WeDevX grants to you a non-exclusive, non-transferable, non-sublicensable, revocable, and limited license to access and use the Service provided that you fully comply with these Terms.

2.2 WeDevX does not provide online classes or other learning facilities. WeDevX only hosts and operates the Website where learners and online mentors can communicate with each other, share educational content, and learn. WeDevX also provides technical support for learners and online mentors. WeDevX is not responsible for enrolling and registering learners for courses, grading learners’ participation, and awarding a certificate of completion. All relationships related to online classes are established directly between learners and instructors.

3. ELIGIBILITY

3.1 Our Website and Services can be used by an individual above eighteen (18) years of age.

3.2 You will refrain from using Services on the Website if you:

- are not allowed to enter into any legally binding contracts; or
- are an individual below the age of 18, unless a relevant consent is received from a parent or a legal guardian as per clause 3.4 below; or
- are banned from using the Services on the Website.

3.3 Any use of our Services for commercial purposes is strictly prohibited unless the User enters into a separate written agreement for commercial use with WeDevX.

3.4 If you are under 13 (or, if greater than 13, the minimum age at which a person may use the Services in your country), you are not allowed to create an account or use the Services. If you are under 18 (or the legal age of majority in your country), you may only use the Services with the prior consent of your parent or legal guardian.

4. NO ACADEMIC CREDIT

4.1 For avoidance of doubt, our Services are not intended for obtaining an academic credit. In order to maintain in good standing, you must maintain a minimum average grade point required for graduation or continuing learning. Unless otherwise stated, upon successful completion a student earns a certificate of completion or equivalent document. Unless otherwise stated, no academic credit is awarded to a student.

5. RESTRICTIONS ON USE

5.1 Except as otherwise explicitly provided in these Terms, the User will not, and will not permit or authorize its permitted users or any third party to:

- (i) reproduce, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of the Services or its technological features or measures;
- (ii) use the Services beyond the subscription period;
- (iii) use the Services for any illegal purpose or in violation of the US laws and regulations and your applicable laws;
- (iv) rent, lease, sell, resell, loan, distribute, or sublicense access to any of the Services;
- (v) circumvent or disable any security or technological features or measures of the Services;
- (vi) use WeDevX's intellectual property rights or User Data without express prior written authorization or in violation of these Terms;
- (vii) copy, distribute, or resell any of the information; audio, visual, and audiovisual works, or other content made available on the Services or compile or collect any content as part of a database or other work;
- (viii) use any automated tool (e.g., robots, spiders) to access or use the Services, or to store, copy, modify, distribute, or resell any Services;
- (ix) circumvent or disable any rights management, usage rules, or other security features of the Services;
- (x) use the Services in a manner that overburdens, or that threatens the integrity, performance, or availability of, the Services; or
- (xi) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of the Services or any content.

5.2 If the User breaches any of these terms and conditions, the User's right to use the Services will be suspended or terminated in accordance with these Terms.

6. REGISTRATION

6.1 Most of our Website features are accessible without account registration.

6.2 To use certain Services, such as participation in an online course, User has to register for an Account. You can register for an Account if you provide true, accurate, and complete information about yourself and keep your Account information updated to maintain its truthfulness, accuracy, and completeness.

6.3 We keep your personal data safe and confidential as described in the Privacy Policy.

6.4 The User shall be responsible for the security of the Account on the Website and keep their username and password confidential. You shall be solely responsible for any actions (and their consequences) in and with Services through your Account, including any transactions made through it.

7. WEBSITE AND SERVICES AVAILABILITY

7.1 WeDevX uses commercially reasonable efforts to maintain our Website and Services on a twenty-four (24) hours a day, seven (7) days a week basis. We provide 99% of our Website and

Services availability annually. However, our Website and Services may be inaccessible or inoperable due to equipment malfunctions, periodic maintenance, repairs, or replacements that we undertake from time to time. Our Website and Services can be unavailable due to causes beyond our reasonable control, such as failure of telecommunication or digital transmission links, hostile network attacks, network congestion, or other failures.

8. FEES; SUBSCRIPTIONS AND PAYMENT

8.1 WeDevX provides three plans: Free Plan, Pro Plan and Premium Plan. The Services are sold as a monthly subscription (as more detailed on the Website). The Services may only be used during the relevant subscription period or trial period.

8.2 All fees are indicated on the Website. We may change any fee from time to time and will update you by placing revised fees on our Website. WeDevX can increase the fee for renewal terms. WeDevX offers discounts for paying upfront as indicated on the Website.

8.3 The fees for our Services will be billed immediately before the start of a new learning batch (the “Current Subscription Period”). If you purchase any subscriptions, your subscription will automatically renew, unless you cancel your subscription at least one (1) day before the end of the Current Subscription Period by sending an email cancellation notice to hello@wedevx.co.

8.4 To the extent any amounts owed under these Terms cannot be collected from your payment method(s), you are solely responsible for paying such amounts by other means.

8.5 The User will be solely responsible for payment of any taxes, duties, or levies as applicable to your purchase.

9. REFUND POLICY

9.1 Our Services are non-refundable. If WeDevX terminates the Services at its sole discretion, WeDevX will give you a pro-rated refund for the Services up to the termination date.

10. PROPRIETARY RIGHTS

10.1 WeDevX is the sole owner and lawful licensee of all rights, title, and interests available on the Website and Services. You acknowledge and agree that the Website and Services contain proprietary and confidential information that is protected by applicable intellectual property and other worldwide laws. All title, ownership and intellectual property rights on the Website, Services, and its content shall remain with WeDevX, our Affiliates, or licensors of the Website content, unless otherwise stated in these Terms. All rights not otherwise claimed under these Terms or by WeDevX are hereby reserved.

10.2 You further acknowledge and agree that the Website and Services are protected by copyrights, trademarks (whether registered or being under registration), service marks, patents, or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by WeDevX or the applicable licensor, you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Services, such content or the Website, in whole or in part.

10.3 We may use services of third parties involved in the provision of the Services. You may not violate proprietary rights and use any trademark, service mark, or logo of such independent third parties without prior written approval from such parties.

11. USER DATA

11.1 Each User retains all intellectual property rights in, and are responsible for, the User Data you create and share. User Data does not include course content or other materials made available on or placed on the Services by or on behalf of instructors using the Services.

11.2 Each User assumes all responsibility for all User Data that he or she posts on the Website. Through your use of the Services, you acknowledge and agree that you are entirely responsible for all User Data that you post, or otherwise submit to the Website, or share with other users.

11.3 By submitting the User Data publicly, you grant WeDevX perpetual, royalty-free, exclusive, transferable, and irrevocable rights to use, view, copy, adapt, modify, publicly display and otherwise exploit submitted User Data, including your name.

12. THIRD-PARTY SERVICE

12.1 Our Website may display, or contain links to, third-party products, services, and websites. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed, authored, or made available by other users or other third parties, or which is accessible through or may be located using the Website or our Services (collectively, “Third Party Content”) are those of the respective authors or producers and not of us or our shareholders, directors, officers, employees, agents, or representatives.

12.2 We do not control Third-Party Content and do not guarantee the accuracy, integrity, or quality of such Third-Party Content. We are not responsible for the performance of, we do not endorse, and we are not responsible or liable for, any Third-Party Content or any information or materials advertised on the Website. By using our Website or Services, you may be exposed to content that is offensive, indecent, or objectionable. We are not responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods, services, or information available on or through any third-party service or Third-Party Content. It is your responsibility to evaluate the information, opinion, advice, or other content available on and through our Products.

13. DISCLAIMER

13.1 Your use of the Services, or items obtained through them is at your own risk. The services are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. Neither WeDevX nor any Affiliate or person associated with WeDevX makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Website and Services. Without limiting the foregoing, neither WeDevX nor anyone associated with WeDevX represents or warrants that the Services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected.

13.2 WeDevX hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for a particular purpose.

14. INDEMNIFICATION

14.1 To the full extent permitted by applicable law, the User shall defend, indemnify and hold harmless WeDevX (and our directors, owners, officers, managers, assigns, employees,

consultants, and agents), its Affiliates, and its licensors, and each of their respective employees, officers, directors, and representatives from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to any third party claim concerning: (a) User's use of the Services; (b) User's breach of these Terms, Privacy Policy, or violation of applicable law; (c) breach of any obligation or duty the User owes to a third party.

15. LIMITATION OF LIABILITY

15.1 WEDEVX WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM USER'S USE OF THE SERVICES. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF WEDEVX ARISING OUT OF OR RELATED TO THE USER'S USE OF THE SERVICES (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNTS THAT THE USER HAS PAID TO WeDevX DURING THE PRIOR 12 MONTHS UNDER THESE TERMS.

16. TERM, SUSPENSION AND TERMINATION

16.1 These Terms will remain in full force and effect while the User uses the Services.

16.2 We reserve the right to restrict your access (with or without notification to you), temporarily or indefinitely, suspend Services if:

- a) you breach these Terms or other policies;
- b) you fail to pay for the Services;
- c) we believe that your actions may cause any loss or liability to any third parties, our Affiliates, or to us; or
- d) we suspect or become aware that you have provided false or misleading information to us.

16.3 Any terms and conditions of these Terms that may survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnification, and limitations of liability.

17. EFFECT OF TERMINATION

17.1 You will promptly cease use of the Services and promptly irretrievably destroy all content from the Services and/or all proprietary data of WeDevX obtained as a result of these Terms during any period of suspension, or upon termination of these Terms.

18. ACCESS TO THE SERVICES

18.1 WeDevX does not provide the User with the equipment to use the Services. The User is responsible for all fees charged by third parties related to the use of the Services (e.g., charges by Internet service providers).

18.2 The User is responsible for monitoring the use of the Services, including payment of all fees and/or taxes related to such access and use. The User agrees that WeDevX is permitted to request and the User hereby consents to provide WeDevX information related to your use of the Services for auditing purposes.

19. NOTIFICATIONS

19.1 The User hereby consents to electronically receive and access, via email or the Website, all records and notices for the services provided to the User under these Terms that WeDevX would otherwise be required to provide to the User in paper form. However, WeDevX reserves the right, in its sole discretion, to communicate with the User via mail services using the address under which the Account is registered.

20. APPLICABLE LAW

20.1 These Terms shall be governed by and construed in accordance with the laws of the United States of America and the applicable laws of the State of Illinois, without regard to conflict of law principles.

20.2 Notwithstanding the specified agreement on jurisdiction, the User and WeDevX shall, if any dispute arises, attempt to settle it by mutual negotiations.

21. DISPUTE RESOLUTION; BINDING ARBITRATION

21.1 You and WeDevX (for purposes of this section, “the parties”) agree that any claim or controversy that may arise between you and WeDevX relating in any way to your use of the Website and/or Services will be determined by binding arbitration conducted under the auspices of JAMS pursuant to its Arbitration Rules and Procedures. This arbitration agreement includes any controversy involving the performance, construction, or breach of these Terms.

21.2 You and WeDevX agree that the arbitration shall apply the substantive law of Illinois to all state law claims, that limited discovery shall be conducted in accordance with JAMS’s Arbitration Rules and Procedures. In accordance with JAMS’s Arbitration Rules and Procedures, the arbitrator’s award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law, or other written explanations of the reasons for the award. You understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. You acknowledge that you are waiving your right to a jury trial. Judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction and the parties hereto and their respective representatives hereby submit to the jurisdiction of any such court for the purpose of such arbitration and the entering of such judgment.

21.3 Federal and state statutes of limitation, repose, and/or other rules, laws, or regulations impose time limits for bringing claims in federal and state court actions and proceedings. The parties agree that all federal or state statutes of limitation, repose, and/or other rules, laws, or regulations imposing time limits that would apply in federal or state court, apply to any controversy, and such time limits are hereby incorporated by reference. Therefore, to the extent that a controversy would be barred by a statute of limitation, repose or other time limit, if brought in a federal or state court action or proceeding, the parties agree that such controversy shall be

barred in an arbitration proceeding.

21.4 Any award of the arbitrator or a majority of the arbitrators will be final and binding, and judgment on such award may be entered in any court having jurisdiction. This arbitration provision will be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, attorneys' fees or taxes involved in confirming or enforcing the award will be fully assessed against and paid by the party resisting confirmation or enforcement of said award.

21.5 You agree to the following additional provisions regardless of your place of residence at the time a controversy arises:

- You agree that any arbitration hearing will be held in Chicago;
- You agree to the personal jurisdiction of the courts located in the State of Illinois, United States, to interpret and enforce the arbitration provisions described in these Terms; and
- All arbitrations will be held in the English language, unless otherwise agreed to by the parties.

21.6 You agree that this agreement to arbitrate shall be binding on you, your heirs, administrators, representatives, executors, successors and assigns.

22. CLASS ACTION WAIVER

22.1 You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. You agree that you may bring claims against us only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

23. DIGITAL MILLENNIUM COPYRIGHT ACT

23.1 WeDevX is committed to comply with U.S. copyright and related laws, and expects other users to comply with these laws.

23.2 Accordingly, under the Digital Millennium Copyright Act of 1998 (the "**DMCA**"), WeDevX will respond expeditiously to notices of alleged copyright infringement on the Website that are reported to WeDevX's Designated Copyright Agent identified in the Notice (as described below).

23.3 WeDevX prohibits any use of the Website that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe their rights have been infringed may report to WeDevX of alleged infringements. WeDevX is entitled, at its sole discretion, to expeditiously remove or disable access to infringing materials, suspend or terminate services to infringers.

23.4 Copyrights owners, agent thereof, should report alleged infringements by completing a DMCA notice of alleged infringement ("**Notice**") and sending it to WeDevX's Designated Copyright Agent. Upon receipt of a satisfactory Notice, WeDevX will respond immediately to

either directly or indirectly (i) remove the allegedly infringing works on the Website, or (ii) disable access to works.

23.5 Please provide the following information to our Designated Copyright Agent:

- Identify the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by this Notice, a representative list of the copyrighted works that are claimed to have been infringed.
- Identify the material or activity claimed to be infringing or to be the subject of infringing activity and provide information reasonably sufficient to locate the material, including, at minimum, if applicable, the URL.
- Include a short explanation of how the content infringes your rights.
- Provide information reasonably sufficient to permit us to contact you, such as a mailing address, telephone number, and, if available, email address.
- Include both of the following statements in the body of the Notice:
 - “I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”
 - “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
- Sign the Notice by providing a physical or electronic signature along with your full legal name.

23.6 Counter notice: If you receive the Notice of alleged infringement, and you believe that the works have been removed by mistake, then you may send a counter notice to WeDevX. WeDevX will comply with the DMCA procedure and may send any Notices or counter notices to our legal advisors. WeDevX will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

23.7 Any Counter Notice should include the following:

- Your name, address, telephone number, and email address.
- An identification of the material that WeDevX has taken down.
- A statement under penalty of perjury that you have a good faith belief that the material was removed as a result of mistake or misidentification.
- Your physical or electronic signature.

24. MISCELLANEOUS

24.1 Invalid Provision. If any provision of these Terms is held to be invalid, non-binding, or unenforceable, the remaining provisions shall remain valid and be enforced. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable, or non-binding provision, given the contents and purpose of these Terms.

24.2 Entire Agreement. These Terms, including any applicable Privacy Policy, constitute the entire and exclusive understanding and agreement between the User and WeDevX regarding its subject matter.

24.3 Assignment. Except as expressly provided in these Terms, neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld. Failure to obtain such prior written consent shall render any attempted assignment void and of no force and effect. Notwithstanding the foregoing, WeDevX may assign, in whole or in part, its rights or obligations pursuant to these Terms to: (i) an Affiliate; (ii) any entity in connection with a divestiture, sale, merger or transfer of lines of business, divisions or business units.

24.4 Force Majeure. Neither party will be liable for delays or any failure to perform under these Terms due to causes beyond its reasonable control and to the extent not occasioned by the fault or negligence of the delayed party, including: fire; explosion; flood or other natural catastrophe; governmental legislation, acts, orders, or regulation; terrorist acts; or strikes or labor difficulties (each a "Force Majeure Event"). Any delay as a result of a Force Majeure Event shall last only as long as the Force Majeure Event remains beyond the reasonable control of the delayed party; provided, however, that the delayed party shall use its best efforts to minimize the delays caused by any such Force Majeure Event.

24.5 Subcontractors. WeDevX may use subcontractors, provided that WeDevX remains responsible for their compliance with these Terms and for its overall performance under these Terms.

Contact us

For any queries or suggestions,
please contact our User Care at:

hello@wedevx.co

or

779-243-6803