

MentorHub End-User Agreement

Effective Date: October 6, 2021

This End User Agreement (“EUA”) between you, and Supportive Accountability Hub, Inc. and MentorHub, LLC (“us”, “we”, or “our”) for the use of the MentorHub Application (“Application”). This EUA governs your use of the Application and by clicking yes below or by downloading the Application, you agree to the following terms.

Use of this Application by persons under 13 years of age (“Child User”) without the consent of a parent or legal guardian is prohibited. By clicking yes or by downloading the Application you confirm that you: are at least 18 years of age and that you agree to be bound by the EUA; are between 13 and 18 years of age and that your parent or legal guardian agrees to be bound by the EUA on your behalf; or represent and warrant that you are the parent or legal guardian of a Child User and that you assume responsibility for the Child User’s account.

License

This EUA grants you a limited, non-exclusive, and non-transferable license to use the Application for its stated noncommercial purpose. Your use of the Application does not grant you any ownership rights to the Application or any of our other content. Your license to use the Application terminates upon account termination or upon the end of your school or entity’s subscription, whichever is earlier.

Use Restrictions

You may only use the Application pursuant to the terms of this EUA. The Application may only be used for the purposes of providing or receiving mentoring, tutoring, coaching or other education-related assistance. As a condition of using the Application, you agree that you will not:

- Reproduce, copy, distribute, sell, or lease any part of the Application;
- Make any modification, adaption, improvement, enhancement, or derivative work from the Application;
- Use the Application or any modified or derivative work for any revenue generating endeavor, commercial enterprise, or any other purpose for which it was not designed or intended;
- Reverse engineer or attempt to extract source code from the Application without written permission to do so;
- Post, upload, or distribute any content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, or in the case of users under the age 13, messages or material relating to sexuality or sexual activity or content of any kind;
- Use the Application in any manner that is harmful to minors;
- Use Supportive Accountability Hub, Inc., or MentorHub’s name, trademarks, or other content protected by copyright, patent and/or any other intellectual property rights in a manner or in violation of any state, federal, or foreign law;

- Otherwise interfere with or disrupt use of the Application or the servers or networks connected with the Application or disobey any requirements, policies, or regulations of networks connected with the Application; or
- Use the Application in support of any criminal or other illegal activities.

Termination

We reserve the right to terminate your account at any time if you misuse the Application in any way that is determined, in our sole discretion, to be unlawful or inappropriate.

Privacy

Any content provided on the Application may be shared publicly on the Application or disclosed to third parties subject to applicable state and federal privacy laws.

Modification

We reserve the right to change or modify the EUA at any time or add any additional terms. Updates to the EUA will be sent to you at the email you provided. By continuing to use the Application after being notified of updates to the EUA, you consent to be subject to the updated EUA.

Indemnification

By using this application, you agree to indemnify, defend and hold harmless Supportive Accountability Hub, Inc. and MentorHub, LLC and their affiliates, officers, agents, employees, and assignees from any and all claims, liabilities, expenses and damages that may arise out of your use or attempted use of the Application in violation of this EUA, the violation of any law or rights of any third party, or any information you post or otherwise make available on the Application.

Disclaimer and Limitations on Liability

This Application is provided “as is” without warranty of any kind, either express or implied. We do not warrant that the Application will operate in an uninterrupted or error-free manner or that the Application is free of harmful components.

By using the Application, you agree that, to the fullest extent of applicable law, we are not liable to you for any loss or damages arising out of your possession, use, or the malfunction of this Application or relating to the EUA. Such damages may include consequential, indirect, punitive, special, or incidental damages.

Governing Law

The Terms will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any principles of conflicts of law that would cause the application of the laws of any other jurisdiction.

Contact

If you have any questions about this EUA and the rights and responsibilities contained herein, please contact us at info@mentorhubapp.org.