

Bonsai Terms of Use

Applicable to all Site Users, Including Learners and Professionals

Terms of Use

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By accessing and using this Site, you agree to these Terms of Use. If you receive advice on this Site, you are a learner (a “Learner”) and agree to these Terms of Use. If you give advice on this Site, you are a professional (a “Professional”), you agree to these Terms of Use and you also agree to the Professional Terms and Conditions (the “Professional Terms and Conditions”). As to Professionals, in the event of any conflict between these Terms of Use and the Professional Terms and Conditions, the latter shall control.

1. Description of Service

This Site provides a variety of resources and information for users to search, identify, and engage with members of SocialEd’s professional network, including a service that matches Learners with Professionals (collectively, the “Services”). The Site does not provide medical, psychiatric, investment, engineering, tax or legal advice, and no attorney-client relationship is created. This Site does not provide services that require professional licenses (e.g., medical licenses, bar memberships, FINRA licenses, professional engineer licenses, etc.). Also, given that our expected rates for sessions between Learners and Professionals is likely to be substantially lower than the rates for traditional hourly professionals (e.g., attorneys/auditors/tax consultants), you acknowledge that this Site is not intended to create a professional consulting relationship. You agree that the advice you receive on this Site includes a Professional’s subjective opinions, and not to rely substantially on those opinions. If you wish to engage (a “Side Engagement”) a Professional as a consultant after an initial session on this Site, you are free to do so without using this Site, and SocialEd will have no responsibility for anything arising from or related to such Side Engagement.

Learners agree to pay the fee established by the SocialEd Platform upon the commencement of a session with a Professional. Learners may cancel a session up until 5 minutes before the session start time without being charged. If a learner does not attend their session within the first 10 minutes of the scheduled start time, they will be considered a no-show and will be charged the price offered for the session.

Coaches may cancel a session up until 5 minutes before the session start time. If a coach cancels a session, the learner will not be charged and the coach will not get paid. If a coach does not attend their session within the first 10 minutes of the scheduled start time, they will be considered a no-show, the learner will not be charged, and the coach will not be paid for the session.

2. Network Member Content Disclaimer

Some of the content on this Site, including without limitation, the text, software, scripts, graphics, videos and the like (the "Site Content") is created and developed by Professionals and provided to SocialEd under license for dissemination over the internet ("Content"). Content includes, among other things, descriptions, presentations, and Professional biographical information. SocialEd cannot guarantee, and makes no representations as to the accuracy or quality of Content, all of which is offered "as is." SocialEd does not own, develop, endorse, and is not responsible for Content. The use of a company or entity name in Professional biographical information should not be construed as an express or implied endorsement by such company or entity of SocialEd or an express or implied endorsement by SocialEd of such company or entity. Professionals are not employees or under the supervision of SocialEd. Professionals agree to be bound by the Professional Terms and Conditions and have represented that, among other things, they will not disclose information that is subject to a confidentiality obligation or violate any agreements or duties owed to employers or other third parties. SocialEd relies on the accuracy of these representations of the Professionals and does not necessarily seek independent verification.

3. Confidentiality Agreement

Professionals agree to and are bound by the Non-Disclosure provision of the Professional Terms and Conditions. If you are not a Professional, you agree not to disclose or attempt to use or personally benefit from any Confidential Information (as defined below) you learn on SocialEd's platform (the "SocialEd Platform"), a password protected website. This obligation shall continue until such time as the Confidential Information has become publicly known through no action of your own. Confidential Information shall include: (i) information about actual or potential business, investment or trading decisions or transactions of any Professional; (ii) any other confidential information of SocialEd or a Professionals, and (iii) any intellectual property, including without limitation any trade secrets, know-how, or copyrighted information, of SocialEd or a Professional. Do not ask a Professional to provide you with any Confidential Information, and if any Confidential Information is inadvertently discussed during a session, notify SocialEd immediately (at legal@joinbonsai.co). If you do inadvertently receive Confidential Information, you agree to immediately destroy any written record of such information, not act upon such information, and to keep such information in confidence.

If you are compelled by order of a court or other governmental or legal body (or have notice that such an order is being sought) to divulge any Confidential Information, you agree to promptly and diligently notify SocialEd and cooperate fully with SocialEd in protecting such information to the extent possible under applicable law.

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If you believe that any content on the Site is in any way unlawful, defamatory, threatening, deceptive, misleading, subject to a confidentiality obligation, or constitutes material, non-public information, notify the SocialEd Legal Department at legal@joinbonsai.co; tel.: 516.297.2172

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You understand that your access to this Site will result in the collection, use, processing and storage of your personal information (including may include sensitive personal information) which is subject to our Privacy Policy, a copy of which is available on this Site through your access to the Site you consent to the collection, use, processing and storage of such information, which will be held in the United States and may be process and stored by other SocialEd companies around the world. For an explanation of SocialEd's practices and policies related to the collection, use, and storage of our users' information, please read our Privacy Policy. BY AGREEING TO THESE TERMS OF USE, YOU EXPRESSLY CONSENT TO OUR PROCESSING OF YOUR PERSONAL INFORMATION AS PROVIDED IN OUR PRIVACY POLICY, WHICH INCLUDES YOUR CONSENT TO US PROCESSING ALL PERSONAL INFORMATION WE RECEIVE FROM YOU (INCLUDING SENSITIVE PERSONAL INFORMATION, IF ANY).

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9. Indemnification

As a condition of your use of this Site, you agree to indemnify, defend and hold SocialEd, our officers, directors, employees, agents and representatives harmless from and against all claims, damages, losses, costs (including reasonable attorney's fees), or other expenses that arise directly or indirectly out of or from (a) your violation of the Terms of Use; (b) your use of the Site; or (c) your violation of the rights of any third party.

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