

Bonsai Terms of Use

Applicable to all Site Users, Including Learners and Professionals

Terms of Use

SocialEd, Inc. (d/b/a Bonsai), its subsidiaries and affiliates (collectively, “SocialEd”) provides the content and services on this website (the “Site”) subject to the following terms of use (the “Terms of Use”). We may periodically change the Terms of Use without notice to you, so please check back from time to time. Unless explicitly stated otherwise, any new features that augment or enhance the Site shall be subject to these Terms of Use.

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. You may cancel a scheduled session at any time prior to the scheduled time of that session without penalty, but a Learner will be charged a \$10 fee if the Learner does not cancel before the scheduled time and the Learner fails to participate in that session. All fee disputes shall be resolved by SocialEd in its sole discretion.

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

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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.

4. Intellectual Property Rights

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5. To Report A Concern About Content On The Site

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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at the address shown below, giving a written statement that contains: (a) identification of the copyrighted work and/or intellectual property right claimed to have been infringed; (b) identification of the allegedly infringing material on the Site that is requested to be removed; (c) your name, address, and daytime telephone number, and an e-mail address if available; (d) a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law; (e) a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and (f) the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right. SocialEd will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) 17 U.S.C. 512(c)(3). U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions. SocialEd's contact for submission of notices under this Section regarding claimed copyright infringement is the same as above.

7. Privacy Policy

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).

8. Disclaimer of Warranties

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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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These Terms of Use sets forth the entire understanding between you and SocialEd and supersedes all prior version of the Terms of Use. In addition, you may also be subject to additional terms and conditions when you use or access other SocialEd or SocialEd affiliate services or content.

August 24,2020