



Elephant Academy Acceptance Agreement

(revised April 27, 2017)

This Elephant Academy Acceptance Agreement is an Agreement between ELEPHANT JOURNAL and You (Trainee) regarding your participation in the ELEPHANT ACADEMY Program. Please read this Agreement carefully. *By enrolling in ELEPHANT ACADEMY or the auditor's section of the program, you agree to be bound by the terms of this agreement.*

You acknowledge and agree:

Purpose. ELEPHANT ACADEMY is an online learning program which covers four main topics—social media, blogging, editing and journalism ethics—with a fifth mindful life focus which permeates the entire program. The program consists of live weekly training meetings (Apprentice-only) and resources through an online education platform. This program is meant to equip you with actionable and marketable skills that have the potential to help you develop your current career or passion or to help you on the path toward a new career.

Intellectual Property. ELEPHANT JOURNAL is the owner of the compilation of data, images, software, documentation, text, audio and audio-visual materials, and other intellectual property (the "Materials") hosted on this site and ELEPHANT ACADEMY training materials. Trainee agrees that they will not reproduce, publish, or sell these materials either during the terms of this Agreement or after termination of this Agreement, without the prior written consent of ELEPHANT JOURNAL. Any unauthorized use of our materials without our prior consent is prohibited. We reserve the right to pursue any transgressions to the fullest extent as provided by law, and will seek damages and fair compensation accordingly.

Ownership. Trainee agrees that any materials of any kind that Trainee creates for ELEPHANT JOURNAL while training with ELEPHANT JOURNAL will be the sole property of ELEPHANT JOURNAL. Any material that the trainee creates for ELEPHANT JOURNAL can be reproduced within the scope of ELEPHANT JOURNAL'S usage rights.

Non-Commercial Use of Elephant Academy Course Materials. The ELEPHANT ACADEMY materials are provided on this site for your professional development for non-commercial purposes only. Participants have access to course content in the learning management system for 365 days after starting the program. Non-commercial purposes means that you may not sell, profit from, or commercialize ELEPHANT ACADEMY courses, the materials or content within or works derived from them. ELEPHANT JOURNAL considers any use of ELEPHANT ACADEMY and its content for the purpose of deriving profit or promoting a profit-based enterprise to be prohibited commercial use.

Inquiries about acceptable use of ELEPHANT ACADEMY materials may be sent to academy [at] elephantjournal.com. Please understand that due to the volume of communications we receive and our limited resources we may not be able to respond to all questions, especially those already covered on the ELEPHANT JOURNAL and ELEPHANT ACADEMY websites.

Modification of Terms of Use. ELEPHANT JOURNAL reserves the right to change, at any time, in its sole discretion, the Terms under which ELEPHANT ACADEMY is offered. Your continued use of ELEPHANT ACADEMY course materials constitutes your agreement to all such Terms. You are responsible for reviewing these Terms on a regular basis.

Disclaimer and Warranty. ELEPHANT JOURNAL makes no representations or warranties of any kind, express or implied, as to ELEPHANT ACADEMY, its operation, or the information, content or materials included in ELEPHANT ACADEMY—all of which are provided on an “as is” and “as available” basis and only to the extent of any rights held in the materials by ELEPHANT JOURNAL. ELEPHANT JOURNAL will not

be liable for any damages of any kind arising from your use of, or inability to use, ELEPHANT ACADEMY.

You expressly agree that you use ELEPHANT ACADEMY and any included materials or content, solely at your own risk. You also hereby agree to indemnify ELEPHANT JOURNAL, its employees, agents, and affiliates from any and all claims and/or damages (including but not limited to reasonable attorneys' fees) resulting from any claim brought by any third party relating to your use of ELEPHANT ACADEMY and any included materials or content.

By using materials or content from ELEPHANT ACADEMY, you agree that your use will not violate the rights of ELEPHANT JOURNAL or any other person, entity or copyright law.

ELEPHANT ACADEMY is intended to help give you skills to benefit your existing job or a new job, if you fulfill the course we may be willing to give you a letter of recommendation. ELEPHANT ACADEMY is a certificate received through ELEPHANT JOURNAL and is not accredited by an educational institution.

Copyright. ELEPHANT JOURNAL respects the intellectual property of others, and requires that users of this material within the scope of the ELEPHANT ACADEMY do the same. ELEPHANT JOURNAL will promptly remove any material that is determined to be infringing on the rights of others.

Payment.

APPRENTICESHIP Your enrollment in the Apprenticeship program denotes your commitment to the full duration of the four-month program. Upon acceptance, you have until the day before the first class, beginning on June 1st, to decline admission, at which point a \$50 processing fee will be taken out of the application fee and the remainder of your tuition will be refunded to you within seven business days.

If you are not accepted into the Apprenticeship program, you can opt to have your application fee refunded in full or elect to become an ELEPHANT ACADEMY Auditor. If you are not accepted into the program and decide to

become an auditor, \$250 USD of your application fee would be applied to auditing and you would receive the remainder of your tuition fee as a refund in full within seven business days.

Once the first class of the program has started on June 1st until June 8th, 2017, if you decide the program isn't for you, you'll receive a 75% tuition refund within seven business days. After June 8, 2017, the program fee is non-refundable. If at any point you don't have the time to invest, you can drop down to the auditing opportunity. If you need to leave for health concerns or other unavoidable reasons, you can submit a written request to academy [at] elephantjournal.com to complete a later session at the discretion of ELEPHANT ACADEMY.

If you decide to drop down from the full apprenticeship to audit the program instead and would like the opportunity to become an apprentice once again at a later session, you will need to reapply to the program.

AUDIT

Auditing ELEPHANT ACADEMY is \$250 USD. Due to the immediate and automated access to information and nature of the content, no refunds are offered on the auditor program.

****By submitting an application to the Elephant Academy apprenticeship or signing up for the auditing program, you agree to these terms and conditions.***