

Terms of Use

1. General Information

Welcome to **Safe Exchange LMS**, owned and operated by **StudiHubb, Inc.**, a company registered in the state of Connecticut, USA. By accessing or using the Safe Exchange platform, you agree to comply with these Terms of Use, which are governed by the laws of Connecticut. These terms outline the rights and obligations of both Safe Exchange and the platform users. You must carefully read and understand these terms before using the LMS.

- **Company Information:** StudiHubb, Inc., located at 123 Farmington Ave #287, Bristol, CT 06010, USA, provides the Safe Exchange platform to assist organizations involved in international exchange programs by offering specialized training courses.
 - **Website Description:** Safe Exchange LMS is an online educational platform designed to provide training and educational courses to **coordinators, host families, and students** involved in international student exchange programs. Our platform equips users with critical knowledge, skills, and resources necessary for a successful exchange experience. While Safe Exchange will make every effort to ensure regulatory standards and compliance with USDOS and CSJET guidelines, it is the user's responsibility to ensure they are met. Additionally, Safe Exchange facilitates communication between coordinators, host families, and students.
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2. User Accounts

To use the Safe Exchange LMS, users must have an account typically created through their affiliated organization (such as a sponsoring exchange program).

- **Account Creation:** Organizations must submit a list of users (including coordinators, host families, and students) to Safe Exchange. Accounts are created based on a CSV file containing user information such as **name, email address, and assigned role** (coordinator, host family, or student). Safe Exchange reserves the right to refuse or revoke access if the organization fails to provide accurate or complete information.
 - **Age Requirements:** If a user is under 18, parental or legal guardian consent may be required to create and manage an account, particularly for students under the F1 program who may be minors.
 - **User Responsibilities:** Each user is responsible for maintaining the security and confidentiality of their account credentials, such as their password. Organizations providing user information must ensure that all data submitted is accurate, up-to-date, and compliant with privacy regulations. Safe Exchange is not responsible for unauthorized access due to user negligence.
 - **Account Termination:** Safe Exchange reserves the right to terminate or suspend any account without prior notice for violations of these Terms of Use, including but not limited to misuse, inactivity, or failure to comply with Safe Exchange's Acceptable Use Policy. Termination may also occur if an organization no longer maintains a valid contract with Safe Exchange.
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3. Usage Rules and Conduct

By using Safe Exchange LMS, users agree to adhere to the following conduct standards:

- **Acceptable Use Policy:** Safe Exchange provides a safe, respectful learning environment. Users are expected to conduct themselves professionally, refraining from activities that include but are not limited to:
 - Harassment or abusive behavior toward others.
 - Posting, sharing, or distributing offensive, illegal, or inappropriate content.
 - Engaging in unlawful activities, including but not limited to hacking, phishing, or distributing malware or viruses.

Any violation of this policy will result in the immediate suspension of access and possible legal action.

- **User-Generated Content:** Safe Exchange does not permit users to upload or share content on the platform. All course content is created and maintained by Safe Exchange. User responses to quizzes or other educational assessments will be collected and shared with the associated organization, such as exchange program coordinators, for evaluation purposes. Users do not have the right to claim ownership or distribution privileges over any part of the course materials.
- **Prohibited Activities:** Users are expressly prohibited from engaging in the following activities:
 - Attempting to gain unauthorized access to Safe Exchange LMS or its underlying infrastructure.
 - Sharing, reproducing, or redistributing course materials or intellectual property Safe Exchange owns without explicit written permission.
 - Uploading malicious software, scripts, or data intended to harm the platform or disrupt service for other users.

4. Course Access and Content

- **Course Enrollment:** The role assigned to users determines enrollment in Safe Exchange courses. Coordinators, host families, and students will have access to distinct courses based on their roles within the exchange program. Organizations must sign an agreement detailing the number of seats they require. After these agreements are in place, Safe Exchange manages enrollment.
- **Content Usage:** All course content is proprietary to Safe Exchange and licensed for personal educational use only. Users may access and use the content solely to participate in exchange program training. Users are prohibited from downloading, copying, distributing, or repurposing any content without Safe Exchange's prior written consent.
- **Content Updates:** Safe Exchange regularly updates course materials to ensure compliance with evolving regulations and to improve the educational experience. Users will be notified of significant content changes through email or periodic newsletters. By continuing to use the platform, users agree to any updates or modifications made to the courses.

5. Payment and Refund Policy

- **Payment Terms:** Safe Exchange operates on a subscription basis. Organizations pay an annual subscription fee based on the number of user accounts. All payments are processed via invoices issued to the organization, and payments must be made to the designated bank account by the specified due date.
- **Refund Policy:** An organization may request a refund in writing. Each request will undergo a review process that may take up to 30 days. The organization will be notified in writing of the decision, and if approved, a refund will be issued based on the agreement terms. Please note that refund requests made after the renewal of annual subscriptions may not be honored.
- **Subscription Renewal:** Subscriptions renew automatically yearly unless a written cancellation request is received before the renewal date. Users will maintain access to the platform for the subscription period.

6. Intellectual Property

- **Ownership of Content:** All intellectual property related to Safe Exchange, including but not limited to course materials, designs, logos, trademarks, and branding elements, remains the exclusive property of **StudiHubb, Inc.** Users are granted no ownership rights over any content and are permitted only to use the content per these Terms of Use.
- **User License:** By accessing Safe Exchange, users are granted a **limited, non-exclusive, non-transferable** license to access and use course content for personal educational purposes only. This license does not permit users to redistribute, sublicense, or otherwise exploit the content commercially or non-commercially.

7. Privacy and Data Protection

- **Link to Privacy Policy:** Safe Exchange respects your privacy and is committed to protecting your personal information. Please review our [Privacy Policy](#) for full details on how your data is collected, used, and protected.
- **User Data Usage:** Safe Exchange collects user data to facilitate course delivery, user communication, and service improvement. This data includes **personal information** (e.g., name, email), **educational data** (e.g., courses taken, grades), and **technical data** (e.g., IP address, device type). Safe Exchange processes this data in compliance with all applicable data protection regulations, including GDPR for European users. Data may be shared with third parties, such as analytics providers, hosting organizations, and host families.

8. Dispute Resolution

- **Governing Law:** These Terms of Use and any disputes arising under them are governed by the laws of the State of Connecticut, USA, without regard to its conflict of law principles.
 - **Dispute Resolution Process:** In the event of any disputes, users agree to resolve the matter through **binding arbitration** conducted in Connecticut per the American Arbitration Association's rules. Users waive the right to pursue disputes in court, except for matters that qualify for small claims court.
 - **Class Action Waiver:** To the fullest extent permitted by law, users agree to bring any claims individually and not as part of a class, consolidated, or representative action. This waiver is a fundamental aspect of these Terms of Use.
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9. Changes to the Terms

Safe Exchange reserves the right to modify or amend these Terms of Use anytime. Users will be notified of any significant changes via email. Your continued use of the platform following the notification of such changes constitutes acceptance of the revised terms.

10. Contact Information

For questions, concerns, or inquiries regarding these Terms of Use, users can contact Safe Exchange support at info@studihubb.com

Date: 09.10.2024