

# Terms of Use



The services offered by Gemba Academy LLC ("Gemba Academy") include online educational services, including (but not limited to) our website, online educational videos, quizzes, downloadable bonus material and other features, (collectively, the "Services").

## 1. General.

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of Gemba Academy Services. By accessing or using Gemba Academy Services, you agree to be bound by this Agreement, whether or not you have registered with Gemba Academy. You are only authorized to use Gemba Academy's Services if you agree to abide by all applicable laws and the terms of this Agreement. If you do not agree with these terms, your sole recourse is not to access or use Gemba Academy's services. By accessing Gemba Academy's Services, you agree that you have read, understand and agree to this Agreement. You also agree to review this Agreement periodically to be aware of modifications to the Agreement, which Gemba Academy may make at any time. Your continued access of Gemba Academy's Services will be deemed your conclusive acceptance of any modified Agreement. Gemba Academy may deny, restrict, suspend, or terminate your access to all or any part of Gemba Academy's Services if Gemba Academy believes that you have violated this Agreement.

## 2. Security and Access.

In consideration of your access or use of Gemba Academy's Services, you agree to provide accurate, current and complete information about you on the registration forms, maintain the security of your password and identification, maintain and promptly update any information you provide to Gemba Academy, to keep it accurate, current and complete; and be fully responsible for your account. You agree to immediately notify Gemba Academy of any unauthorized use of your account, or if you are aware or suspect other unauthorized use of the site or Gemba Academy content. Gemba Academy has taken reasonable steps to keep data housed on the site secure, however Gemba Academy does not guarantee the security or integrity of the site or of any data housed on Gemba Academy servers or third party servers utilized by Gemba Academy. You are prohibited from violating or attempting to violate the security of the site. Gemba Academy has the right but not the obligation to investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators. Gemba Academy may suspend your access while it conducts an investigation. Gemba Academy will not be liable for any loss that you incur as a result of someone else using your account with or without your knowledge. You may be held liable for any losses incurred by Gemba Academy, its affiliates, officers, managers, employees, consultants, agents or representatives due to someone else's use of your account. Gemba Academy has no duty or obligation to monitor communications or access to Gemba Academy servers and systems. However, Gemba Academy retains the right to monitor communications and access if it deems necessary or desirable to protect the interests of Gemba Academy, its employees, customers, suppliers, partners, or any third party, or if required to do so by lawful act of any government body.

Gemba Academy strives to provide access to the Gemba Academy Services on a continuous basis, and to that end, Gemba Academy will take all commercially reasonable efforts to provide uninterrupted access. However, from time to time, access may be interrupted due to conditions within and beyond Gemba Academy control, including but not limited to, force majeure, acts of God, power outages, acts of computer hackers and others acting outside the law, software issues, server downtime, increased Internet traffic, programming errors, regular maintenance, and other related reasons. In response to any unavailability, Gemba Academy will take all commercially reasonable steps to ensure access is restored within a reasonable period of time.

## 3. Intellectual Property Rights.

Gemba Academy's Services are protected by copyright, trademark, patent, trade secret and other laws, and Gemba Academy owns and retains all rights in Gemba Academy content, resources, materials, and processes. Gemba Academy's copyrights, trademarks, patents and trade secrets may not be used without the prior written permission of Gemba Academy. All content available through the Gemba Academy Services are the proprietary property of Gemba Academy or its licensors. No content available through the Gemba Academy Services may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Gemba Academy's prior written permission. All eligible users are granted a limited license to access and use Gemba Academy's Services and to download or print a copy of information posted on the Gemba Academy website solely for your personal, non-commercial use. This license is revocable at any time without notice and with or without cause.

Gemba Academy's policy is to respond promptly to claims of intellectual property misuse and to comply with the Digital Millennium Copyright Act OF 1998 ("DMCA"). If you believe that your work has been copied and is accessible on Gemba Academy in a way that constitutes copyright infringement, notify Gemba Academy immediately. To alert Gemba Academy of infringement send an email to [academy@gembaacademy.com](mailto:academy@gembaacademy.com) or send notice by mail to PO Box 1403, Morro Bay, California 93443 USA. The notice must include: your name; description of the original work; description of the infringing work; location (URL) of the infringing work; your address, telephone number, and e-mail; statement that you have a good faith belief that the alleged infringement was not authorized. The notice must also include a sworn statement: that the information provided is accurate and true; that you are the owner or authorized agent of the original work; a signature, actual or electronic, of the owner or authorized agent. After receiving a claim of infringement, Gemba Academy will process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, Gemba Academy will promptly



# Terms of Use



remove or disable access to any material claimed to be infringing and take reasonable steps to notify you that the material has been removed.

You may submit to us on a non-confidential basis any relevant content that is owned and created by you for evaluation by Gemba Academy. Unless otherwise agreed to in writing, you are granting Gemba Academy an unlimited and unrestricted license to use, modify, and commercialize such content. Gemba Academy is under no obligation to evaluate or use the content you submit and we may use content submitted by other third parties and we develop our own content internally that may be similar to the content that you submit to us. When submitting content to us you agree not to assert any claim against Gemba Academy or our customers if other content used by Gemba Academy is similar to the content you submitted to us.

## 4. Fees, Payments, Recurrence, and Refunds.

You acknowledge that Gemba Academy reserves the right to charge for any portion of Gemba Academy's Services and to change its fees from time to time at its discretion. You acknowledge that Gemba Academy online subscriptions are recurring in nature and will automatically renew at the end of your subscription period. You may cancel your subscription at any time, and it is your responsibility to cancel your subscription by contacting Gemba Academy via email or phone before your account automatically renews. No refunds will be issued after purchase or account renewal.

## 5. Minimum System Requirements.

You acknowledge that you have reviewed the minimum system requirements noted on the FAQ page, and that you have tested your system by viewing at least one of the preview videos.

## 6. Mailings and Communication.

By indicating you want to receive email updates from Gemba Academy, such as when you initially create your account or by otherwise submitting your email address to Gemba Academy, you are consenting to receive emails from us about our products, services, and other news. This Agreement will apply to all such emails and such emails will be considered part of the Gemba Academy Services. You may opt out of such emails at any time by using the unsubscribe link included with each email.

## 7. Third Party Links.

Our provision of a link to any other website or location is for your convenience only and does not signify our endorsement of such other website or location or its contents. We have no control over, do not review, and cannot be responsible for, these outside websites or their content.

## 8. No Warranty.

We do not guarantee the accuracy, the integrity, or the quality of the content contained in Gemba Academy's Services, and you may not rely on any of this content. All of the content offered by or through Gemba Academy is provided "as is" and Gemba Academy does not represent that any of the content is reliable, accurate, complete, or otherwise valid. ACCORDINGLY, GEMBA ACADEMY, ITS SUPPLIERS AND OTHER PARTICIPANTS CONTRIBUTING INFORMATION TO GEMBA ACADEMY DO NOT WARRANT THAT SUCH INFORMATION WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE GEMBA ACADEMY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE INFORMATION IS PROVIDED TO YOU WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 9. Limitation of Liability.

IN NO EVENT WILL GEMBA ACADEMY, ITS SUPPLIERS, OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF GEMBA ACADEMY CONTENT OR SERVICES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOST DATA, THAT MAY ARISE OUT OF YOUR USE OF GEMBA ACADEMY'S SERVICES, EVEN IF GEMBA ACADEMY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GEMBA ACADEMY, ITS AGENTS, LICENSORS, OR AFFILIATES SHALL NOT BE LIABLE IN ANY MANNER WHETHER FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, ACCESS, OR AVAILABILITY OF GEMBA ACADEMY SERVICES. YOU AGREE THAT THE ENTIRE RISK AND RESPONSIBILITY FOR THE USE OF GEMBA ACADEMY SERVICES, CONTENT, LINKS TO OTHER WEB SITES, OR THE INTERNET GENERALLY, ARE ASSUMED BY INDIVIDUAL WEB USERS AND THAT NO LIABILITY WILL BE CLAIMED OR WILL ATTACH TO GEMBA ACADEMY WHETHER UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. GEMBA ACADEMY HEREBY DISCLAIMS LIABILITY TO THE FULLEST EXTENT OF THE LAW. IN JURISDICTIONS WHERE SUCH DISCLAIMER MAY BE LIMITED, THIS DISCLAIMER IS LIMITED ACCORDINGLY ONLY TO THE AMOUNT REQUIRED BY SUCH LOCAL LAW.

## 10. Indemnification.

## Terms of Use



You hereby agree to indemnify, defend and hold Gemba Academy and all of our officers, managers, employees and partners harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by Gemba Academy in connection with any claim, including any liability or expense arising from all claims of every kind and nature arising out of your use of Gemba Academy, the materials that you submit to Gemba Academy, or your violation of the rights of any other person or entity. Gemba Academy will provide you with written notice of such claim, suit or action.

### 11. Miscellaneous.

This Agreement constitutes the entire agreement between Gemba Academy and you with respect to Gemba Academy's Services. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced. The failure of Gemba Academy to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. This Agreement shall be interpreted in accordance with the laws of the State of California.

Should you have any questions or concerns regarding these Terms of Service, please contact us at:

Gemba Academy LLC  
PO Box 1403  
Morro Bay, CA 93443  
United States

+1-888-439-8880  
academy@gembaacademy.com

Last updated: 21 March 2016

