**Terms of Service**

**Introduction**

Welcome to Origami

Through both Origami-education.com and your school district or your school, Affirm Technology (collectively “Origami,” “our,” “us,” or “we”) provides you (“User”) with an online system and process for information reception and delivery. With the permission of your school, school district, teacher, or other responsible education authority (the “Customer”), this information and Site is made available to you, subject to the following Terms of Service and referenced Privacy Policy (the “Agreements”).
By using and accessing this Service, you agree to be bound by, and to comply with, these Terms and Service and any other terms and conditions or terms of service posted on any individual page of this Service.

The term “Origami” (or “our company”, “we” and “us”) includes Affirm Technology Inc., and all the subsidiaries and affiliates of Affirm Technology Inc. (hereinafter collectively referred to as “Origami School Management System”).
In order to use the Service or the Site, you must obtain access to the World Wide Web, either directly or through devices that access web-based Information. You must provide all equipment necessary to make such a connection to the World Wide Web, including a computer and modem or other access device.
In addition, you must:

1) Provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form

2) Maintain and promptly update such registration authorization information to keep it true, accurate, current and complete.

**Acceptance of Terms**

Origami provides the Service to you subject to the following Terms of Service, which may be updated by Origami from time to time without prior notice to you. Unless explicitly stated otherwise, any new features that augment, change or enhance the current Service, including the release of new Origami Services, shall be subject to these Terms of Service. You can review the most current version of the Terms of Service at any time, to which you will be subject from the date of their publication on the Site.

In addition, when using components of the Service, you and Origami will be subject to any applicable guidelines or rules that may be posted on this Site from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms of Service.

By accessing, browsing, and/or using the Service, you as a parent on behalf of your child or children acknowledge and represent that you have read and understood these Terms of Service, and that you, as well as your child or children, agree to be bound by the Terms of Service and comply with all applicable laws and regulations, including those of the Philippines.

You understand and agree that the Service is provided “AS-IS” and that Origami assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications, data or personalization settings. Please review Origami’s “Disclaimer of Warranties” in Sections 18 and 19.

**Information Collection and Disclosure**

Personally Identifiable Information collected about you by Origami is treated in accordance with our Privacy Policy. If you do not agree to the Terms of Service or the Privacy Policy, you must cease use of the Origami Services.

Origami collects and analyzes data on how groups of people may use Origami solely for the purpose of improving and enhancing its Service. Origami does not analyze information on how particular individuals use the service. However, information on individual usage of the system, including but not limited to individual IP addresses, may be analyzed on a case-specific basis to resolve a technical difficulty or to assist in resolving or investigating any misuse of the Service.

In addition, Origami may provide individual usage information to your school if your school requests such information to assist in the investigation of fraudulent, abusive, or criminal activity or any other use of Origami that violates your school’s rules or policies.

Origami requires that all users create a screen name and password, which is stored on the site, and may collect other basic information such as name, address, email, etc. depending on the needs of your school or the Service.

This information is not given or sold to any third parties unless required by your school as part of your school’s information management efforts.

Your school may also use Origami for all purposes that include public forums, on-line discussions or message boards. Your school will decide how it wishes to use public forums, online discussions and message boards.

These information collection, management, and disclosure practices apply to parents, teachers, administrators, and students.

If you are a parent, you must verify that you agree that this is acceptable for you as well as any of your children who may use Origami. If you are a teacher or school administrator, you must also verify that this is acceptable for you as well as any of your students that use Origami

**Use Term**

Origami provides a Web-based information system for managing the receipt and delivery of educationally based information (“Product”).

1) Title
Title to all of the information on the Service and the Site (“Product”) remains with your school or school district (the “Customer”) that wishes to deliver information to you or receive information from you (“User”). Origami does not and will not take sole title or possession to any of the information delivered or received (“Product”).

2) Product Warranty.
Information delivered or received through the Service or the Site (“Product”) will be subject to any warranty or disclaimer or warranties by the educational institution (“Customer”) that delivers or receives the Product. You agree to deal directly with the educational institution (“Customer”) regarding any and all warranty issues. Origami therefore disclaims all warranties related to the Product, as it does not own, have title to, take possession of, or sell or transfer the Product. Only the Customer does or is able to do this.

3) Product Release.
Origami manages the Product receipt and delivery process and has no control over the quality, accuracy or safety of the Product on the Site or through the Service or the ability of the educational institution (“Customer”) to provide any particular quality, accuracy or safety with respect to the Product.

4) Product Use.
By using this Site, you expressly agree that you will use the Customer’s Product in strict

compliance with all applicable laws and regulations, including any and all laws and regulations involving the rights of privacy. You agree to use the Customer's Product as it is intended to be used.

5) User Ability to Opt-Out.
If you are the parent and guardian of a student using Origami's Service or Site, and cease to agree with Origami's terms of use or Privacy Policy at some point in the future, you may opt-out by contacting Origami via email or phone, which will deactivate your account and your child's account, and obtain authorization from your school (the "Customer") to erase any personal information that has been collected. The fastest way to opt-out is to contact your school administrator.

**Third Party Services of Products Obtained Through Origami**

Origami may:

1) Provide Users with promotional information via e-mail regarding services offered by Origami or services or products offered by third parties. Users may opt out of receiving third-party promotions by contacting Origami.

2) Make third-party services or products available to Users. However, Origami does not act as an agent or broker on behalf of any third parties that may offer services or products through the Origami website. Origami does not negotiate individual contracts, purchases, or sales with any User on behalf of these third parties.

3) Users may contract directly with third parties to obtain third-party services or products through the Origami website. Payment shall be made directly to the third parties providing those services in accordance with User's agreement with the third party. Origami makes no representations on behalf of third parties, nor is Origami responsible for the statements, actions, or omissions of third parties. Inclusion of a third-party service or product on the Origami site is not an endorsement of that service or product.

4) Origami encourages Users electing to use such services or products to review the terms of the agreements with those third parties. If User is not satisfied with the services or products provided by third parties, User must contact the third parties directly.

**Registration Obligations**

In consideration of your use of the Service, you agree to:

1) Provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data")

2) Maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If you provide any information that is untrue, or we have reasonable grounds to suspect that the information is untrue, inaccurate, not current or incomplete, Origami may suspend or terminate your access to the Service and this Site and refuse any and all current or future use of the Service (or any portion thereof).

It is a condition of your use of this Service that you do NOT:

1) Impersonate any person or entity, including, but not limited to, an official of Origami, Customer ("school district or school"), a school district or school representative, guide or host, or falsely state or otherwise misrepresent your identity or affiliation with a person or entity;

2) Upload, post, email or otherwise transmit any Information that is unlawful, harmful, threatening, harassing, defamatory, vulgar, invasive of another's privacy, hateful, or otherwise objectionable;

3) Upload, post, email or otherwise transmit any Information that you do not have a right to transmit under any law or any Information that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

4) Collect or store personal data about other Users.

5) Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the service are able to type, or otherwise act in a manner that negatively affects other Users' ability to engage in exchanges;

6) Upload, post, email or otherwise transmit any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software;

7) Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," or "chain letters."

8) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service;

9) Interfere with or disrupt (or attempt to interfere with or disrupt) the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

10) “Stalk” or otherwise harass anyone; or

11) Harm minors in any way;
Both Origami and your school district or school (the “Customer”) reserve the right at all times to disclose any information posted by you or any other User as necessary to satisfy any law, regulation or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in either Origami or Customer’s sole discretion are objectionable or in violation of this Terms of Service.

**Member Account, Password and Security**

You will have the opportunity to select a password and you will receive one or more account designations upon completing the Service’s registration process. Please select a password that would not be obvious to someone trying to guess your password and change it occasionally as an added precaution.
You are responsible for maintaining the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password or account identification.

You agree to:
1) Immediately notify Origami of any unauthorized use of your password or account or any other breach of security

2) Ensure that you exit from your account at the end of each session.
Origami cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

**User Conduct**

You understand, acknowledge and/or agree:

1) All information, data, text, photographs, messages and other materials (“Information”), whether publicly posted or privately transmitted, are the sole

responsibility of the person from which such Information originated. Among other things, this means that you, and not Origami, are entirely responsible for all Information that you send or receive via the e-mail messaging system or otherwise transmit via the Service.

2) Origami does not control the Information posted via the Service and the Site and, therefore, does not guarantee the accuracy, integrity or quality of such Information.

3) By using the Service or the Site, you may be exposed to Information generated by other Users that may be offensive, indecent or objectionable. Under no circumstances will Origami be liable in any way for any Information, including, but not limited to, for any errors or omissions in any Information, or for any loss or damage of any kind incurred as a result of the use of any Information posted, emailed or otherwise transmitted via the Service or the Site.

4) To use the Service in a manner consistent with any and all applicable laws and regulations. Specifically, you agree not to use the Service for any unlawful, offensive, harassing, or deceitful purpose, or take any action that, in Origami's and the Customer's sole opinion, restricts or inhibits other users from using and enjoying the Service or the Site, such as but not limited to, the use of vulgar, profane or otherwise offensive language; inappropriate aliases; committing or discussing with the intention to commit illegal activities.

5) Not to submit, publish, or display on the Service or the Site any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material; nor will you encourage the use of controlled substances. Transmission of material, information or software in violation of any local, state or federal law is prohibited and is a breach of the Terms of Service.

6) Not to upload, post or reproduce in any manner any materials protected by copyright without the permission of the copyright owner.

7) Origami does not pre-screen Information, but that Origami and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Information that is available via the Service or the Site. Without limiting the foregoing,

8) Origami and its designees shall have the right to remove any Information that violates the Terms of Service or is otherwise objectionable.

9) You must evaluate, and bear all risks associated with, the use of any Information, including any reliance on the accuracy, completeness, or usefulness of such Information

10) You may not rely on any Information created by Origami or our business partners or submitted to Origami.

11) Origami may preserve Information and may also disclose Information if permitted by the Privacy Policy and/or required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

a) Comply with legal process
b) Enforce the Terms of Service
c) Respond to claims that any Information violates the rights of third parties
d) Protect the rights, property, or personal safety of Origami, its business partners, its users and the public

12) The technical processing and transmission of the Service or the Site, including your Information, may involve:

a) Transmissions over various networks
b) Changes to conform and adapt to technical requirements of connecting networks or devices.

**Public Information on Origami**

For purposes of the Terms of Service, “publicly accessible areas of the Service” are those accessible by the general public. By way of example, a publicly accessible area of the Service would include message boards, forums, member profiles, yellow pages, and job folders.
With respect to all Information you elect to post to publicly accessible areas of the Service or the Site, you grant Origami the royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Information (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed and to exercise the same rights with respect to such works.

You also permit any Service user to access, display, view, store and reproduce such Information. Subject to the foregoing, the owner of such Information your school or school district (the “Customer”) retains any and all rights that may exist in such Information.

## Indemnity

By using this Site, you expressly agree to indemnify and hold harmless Origami from and against any suits, losses, claims, demands, liabilities, costs, and expenses (including attorney fees) that they may sustain or incur as a result of any claim against them based upon negligence, breach of warranty, strict liability in tort, contract, or any other theory of law brought by you or by other third parties arising out of, directly or indirectly, the use of any Product, including claims based in whole or part on a claim of negligence by Origami.

You agree to indemnify and hold Origami harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Information you submit, post to or transmit through the Service or the Site, your use of the Service or the Site, your connection to the Service or the Site, your violation of the Terms of Service, or your violation of any rights of another, including claims based solely or in part on the negligence of Origami.

## No Resale of Transfer of Service

We grant to you a limited, non-exclusive, non-transferable, revocable license to use the Service only for the intended purposes of the Service. You may not:

1) Sell, resell, transfer in any way or otherwise use or commercially exploit the Service other than by using it for its intended purposes in connection with your individual use of the Service.

2) Modify, translate, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the computer systems and other technology that operate the Service or create derivative works based on the Service. For purposes of the Term of Service, "reverse engineering" shall mean the examination or analysis of the Service to determine the source code, structure, organization, internal design, algorithms or encryption devices of the Service's underlying technology.
The license granted to you under the Term of Service will automatically terminate upon termination of your account. Origami and the Customer have the right to terminate the license of any User at any time for any or no reason, solely in the discretion of Origami and Customer.

3) Reproduce, prepare derivative works from or otherwise commercially exploit any portion of the Service for any commercial purposes outside the primary purposes of your business.

## General Practices Regarding Information Use and Storage

You acknowledge and/or agree that Origami:

1) May establish general practices and limits concerning use of the Service, including, without limitation, the maximum number of days that messages or other uploaded Information will be retained by the Service, the maximum number of messages that may be sent from or received by an account on the Service, the maximum size of any message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Origami's servers on your behalf, the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time, the maximum time during which your use of your Origami account may remain inactive and the price you are asked to pay to use the Service.

2) Has no responsibility or liability for the deletion or failure to store any messages and other communications or other Information maintained or transmitted by the Service.

3) Reserves the right to log off accounts that are inactive for an extended period.

4) Reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.
Refer to the Privacy Policy for further clarifications.

## Availability and Modification to Service

Origami:

1) Uses commercially reasonable efforts to insure that the Services that Origami offers at the Site are available for Customer's and User's use; however, Origami makes no guarantee that the Services or the Site will be available 24 hours per day, 7 days a week, or that the Services or the Site will be error-free. Errors include but are not limited to Service and/or Site interruption, server downtime, errors in coding, and malfunctions.

2) Reserves the right at any time and from time to time to:

a) Modify or discontinue, temporarily or permanently, the Service (or any part thereof) or the Site with or without prior notice
b) Add, delete, or modify from time to time the Service or the Site offered and will provide reasonable notice of such changes if the changes materially impact Customers' ability to use the Services or the Site.

3) May, but shall have no obligation to, contact you to provide information about changes to the Service or the Site.

You agree that Origami and/or its subsidiaries, officers, and employees shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service or the Site, including any modification, suspension or discontinuance of the Service or the Site that may have been caused solely or in part by Origami's negligence.

**Termination**

You agree that:

1) Origami, in its sole discretion, may terminate your password, account identification or password or use of the Service, and that the educational institution that holds title to information you have generated through the Service may remove and discard any data stored within the Service or on the Site, for any reason, including, without limitation, for lack of use or if Origami believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Service, and the educational institution agrees.

2) Any termination of your access to the Service (or any portion thereof) under any provision of this Terms of Service may be affected without prior notice by Origami and the Customer.

3) Origami may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service or the Site.

4) Origami shall not be liable to you or any third-party for any termination of your access to the Service or the Site.

5) Origami shall have no obligation following any termination, including liability based solely or in part based on negligence on the part of Origami.

6) If you wish to terminate use of the Service or the Sites you may do so at any time by contacting Origami or your school or school administrator ("Customer").

**Dealings with Advisors and Service**

Providers

1.) Your correspondence or business dealings with, or participation in promotions of, advertisers or service providers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or service providers.
2.) You agree that Origami shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or service providers on the Service or the Site, including liability based solely or in part based on negligence on the part of Origami.

**Links and Software**

The Service, or other third parties, may provide links to other websites or resources. Because Origami has no control over such sites and resources, you acknowledge and agree that:

1) Origami is not responsible for the availability of such external sites or resources, does not endorse and is not responsible or liable for any Information, advertising, products, or other materials on or available from such websites or resources.

2) Origami shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Information, goods or services available on or through any such site or resource.

3) Any software or files that are made available for download from the Site (“Software”) are the copyrighted work of Origami and/or its suppliers and partners.

4) Use of the Software is governed by the terms of the end user license agreement, if any, that accompanies or is included with the Software (“License Agreement”).
5) End users shall not install or use any Software that is accompanied by or includes a License Agreement, unless the end user first agrees to the License Agreement terms.

6) For any Software not accompanied by a license agreement, the following shall constitute the License Agreement:

*Origami hereby grants to you a personal, nontransferable license to use the Software for viewing and otherwise using the Site in accordance with these terms and conditions, and for no other purpose.*

**Origami Proprietary Rights**

You acknowledge and agree:

1) The Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

2) Information contained in sponsor advertisements or information presented to you through the Service, Origami partners, or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

3) Not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part except as expressly authorized by Origami, Origami partners, or advertisers.

**Disclaimer of Warranties**

You expressly understand and agree that:

1) Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis.

2) Origami expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

3) Origami makes no warranty that:

a) The service will meet your requirements
b) The service will be uninterrupted, timely, secure, or error-free
c) The results that may be obtained from the use of the service will be accurate or reliable
d) The quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations
e) Any errors in the service will be corrected

4) Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

5) The security mechanisms implemented by Origami and its business partners may have inherent limitations, and you must determine for yourself that the security and performance of the service sufficiently meet your requirements.

6) Origami and its business partners are not responsible for your data whether residing on our or your servers.

7) No advice or information, whether oral or written, obtained by you from Origami or through or from the service or site shall create any warranty not expressly stated in the terms of service.

**Limitation of Liability**

You expressly understand and agree that Origami shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or other damages, including but not limited to, damages for loss of profits, goodwill, use, data, business interruption or other intangible losses (even if they have been advised of the possibility of such damages or result in whole or in part from the negligence of Origami) arising or relating in any way to the service or the site.
Even if all other releases and waivers contained in this agreement are deemed inapplicable or unenforceable, your sole remedy for any claim or damage of any kind against Origami, arising out of or relating to the service or the site shall not exceed the greater of Php10,000 or the amount the customer has paid to Origami for access to or use of the service or site during the 12 months preceding the occurrence of the cause of action.

**Exclusions and Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages.
Accordingly, some of the above limitations in sections 19 may not apply to you. The Limitation of Liability section nevertheless applies to the fullest extent allowed by law.

**Notice**

Notices to you may be made via either email, or regular mail. Origami may also provide notices of changes to the Terms of Service or other matters by displaying notices or links to notices generally on the Service.

**Trademarks and Copyright Information**

Origami, the Origami logo, and other Origami logos and product and service names are trademarks of Origami (the “Origami Marks”). Without Origami’s prior permission, you agree not to display or use in any manner, the Origami Marks.

The Origami web pages at Origami.com and other related URLs (and all reviewable pages, underlying program code and accompanying services and documentation related to that site is: Copyright (c) 2023 Affirm Technology Inc., ALL RIGHTS RESERVED.

Permission is hereby granted to print in hard copy portions of Origami.com for the sole purposes of placing or approving a request or order using the Service or archiving business records. Any other use of any portion of Origami.com or any other co-branded site established with our partners, including reproduction for purposes other than those specified herein, modification, distribution, or publication, are expressly prohibited without the prior written permission of Origami.

**Legal Advice**

Origami does not offer legal advice, and any references to federal, state or local law, regulation, legal terminology, or statute are for informational purposes only. Legal references at the Origami website are meant to inform Users of issues that may be relevant to their use. Such references are meant to facilitate independent research into matters collateral to the services Origami provides.

Origami makes no representation, warranty, or claim that the information available on the website is current or accurate. Do not act or rely upon any of the resources and information available in the website without seeking professional legal advice.

**General Information**

The Terms of Service and the Privacy Policy for this web site referred to herein constitute the entire agreement between you and Origami and govern your use of the Service, superseding any prior agreements between you and Origami.You also may be subject to additional terms and conditions that may apply when you use services of our

business partners, third-party Information or third-party software. The terms of service and the relationship between you and Origami shall be governed by the laws of the Philippines without regard to its conflict of law provisions. You and Origami agree All disputes shall be subject to the exclusive jurisdiction of the courts of Makati City. The failure of Origami to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within six (6) months after such claim or cause of action arose or be forever barred. The Terms of Service do not constitute legal advice.

Users of the service should consult their own counsel for answers to legal questions. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

**Violations**

Please report any violations of the Terms of Service to us by email at info@affirm-technology.com.

**Browser Compatibility**

To use the Origami Service, you must use an up-to-date SSL-enabled browser, such as Microsoft Edge, Google Chrome, Safari or Firefox. The "key" icon that, in some browsers, indicates SSL encryption may not appear when you are viewing encrypted pages on the Origami Service due to the use of multiple frames. However, the information you provide will be encrypted.

**Acceptance of Terms of Service**

By using this website, you acknowledge that you have read the Terms and Conditions, that you understand them, and that you agree to be bound by the terms and conditions contained therein.

If you are a parent, you verify and agree that the Service, the Site and their terms of use are acceptable for you and any of your children that may use Origami. If you are a

teacher, you agree that the Service, the Site and their terms of use are acceptable for any of your students that may use Origami.

If you, as a parent, do not agree to the Terms and Conditions or Privacy Policy regarding your or your child's use of this Service and Site, you and your children will not be permitted to use this Service or this Site.