

FUTURE ENGINEERS TERMS OF SERVICE

1. Introduction

Thank you for visiting the Future Engineers website. Please read these Terms of Service, our Privacy Policy, and any relevant Contest Rules carefully, as you are agreeing to all such documents as valid and binding contracts as a consequence of using our Service. You must be over the age of 18 to agree to this Agreement or if you are under 18 you must have your parents fully read and agree to this Agreement before using or accessing our Site and Service. Please be aware that this Agreement contains **arbitration** and **class action provisions**.

2. Definitions

Throughout this Agreement, we may use certain words or phrases, and it is important that you understand the meaning of them. The list is not all-encompassing and no definition should be considered binding to the point that it renders this Agreement nonsensical:

“Agreement” means these Terms of Service;

“Content” means any videos, text, photos, data, images, models, drawings, or other materials posted or submitted by you to the Site or Service;

“Contest Rules” means the relevant contest rules for any contests offered through the Site and Service;

“Service” refers to the services that we provide through our Site, including our Site itself;

“Site” refers to our website, www.futureengineers.org;

“Future Engineers” refers to our business, known as “Future Engineers, LLC”; our Site; our Service; or any other combination of all or some of the preceding definitions, depending on the context in which the word is used;

“User” refers to anyone who uses our Service, including general visitors to our Site;

“We,” “our,” or “us” refers to Future Engineers;

“You” refers to you, the person who is entering into this Agreement with Future Engineers.

3. How Future Engineers Works

Future Engineers is hub for students interested in scientific based educational learning. Additionally, our Site may offer contests to students interested in science, engineering and design. All Users must meet individual contest eligibility requirements and must agree (or have their parents agree) to the Contest Rules on each relevant contest page to be eligible to enter.

We reserve the right to alter, modify, update, or remove our Service at any time. We may conduct such modifications to our Service for security reasons, intellectual property, legal reasons, or various other reasons at our discretion, and we are not required to explain such modifications. For example, we may

provide updates to fix security flaws, or to respond to legal demands. Please note that this is a non-binding illustration of how we might exercise our rights under this section, and nothing in this section obligates us to take measures to update the Service for security, legal or other purposes.

All material found on our Site and Service is for general educational and informational purposes only. Please be aware that our Site and Service is offered “as-is” and “with all faults.” Future Engineers makes no representations or warranties regarding the information found on our Site, your chances of winning a contest or any additional benefits received by you for using our Service. You agree to release Future Engineers from all liability including incidental, direct or consequential damages relating to your use of our Service. You agree that any information provided by us may be inaccurate, unsubstantiated or possibly even incorrect. We cannot guarantee that using our Service or Site will result in any benefits or positive results for you.

4. Registration

Users may be required to register before accessing the Site or Service. Your information will be collected and disclosed in accordance with our Privacy Policy. Users are required to provide truthful and accurate information when registering for our Site and Service and must be over the age of 18. Users may only register for one account and may not register for others. Users must comply with all US laws when registering for our Site. If you are an adult registering for a child, you must be a parent or legal guardian to submit any information for your child under 18 years of age, unless you are teacher or other provider working in an educational setting. If you are a teacher, please be aware that we may contact that child’s parent or guardian to receive additional parental consent.

To enter any contests hosted on our Site, there may be additional eligibility requirements that are listed on the contest page or within the Contest Rules. Only parents are permitted to enter contests for their children under the age of 18. Teachers will be unable to consent to any contests for their students. We reserve the right, in our sole discretion, to not accept, suspend or terminate your use of our Service and refuse or restrict access to any and all current or future use of all or any portion of our Service. In the event that our Contest Rules conflict with this Agreement or the Privacy Policy, Future Engineers shall have the sole discretion in determining which portions of the agreements shall be binding and controlling.

Additional Information for Teachers

If you are a non-parent working in an educational setting, including but not limited to a teacher, therapist, aide, or other personnel, you expressly agree to the following:

- You represent, warrant, and covenant that you have the explicit authority and consent from your educational institution to enter into this Agreement on behalf of the educational institution;
- You agree that the use of Future Engineers is approved as part of the educational curriculum for students of your educational institution;
- You agree that you have the educational institution’s consent to submit, use, and disclose personal information of your students under the age of 18;

- You agree to notify and inform parents that you are using the Future Engineers Service; and
- You agree that you will not allow children under the age of 18 to use the Service on their own or submit any information to the Service.

If you are a teacher and are using the Future Engineers Service or Site on behalf of your educational institution you may no longer use the Future Engineers Service once you have ceased working for your educational institution.

Teacher Registration

Teachers may register their classes and individual students using the Site and Service. Teachers will be required to provide information as stated in our Privacy Policy. If the teacher's students are under the age of 18, each student's parent or guardian will be notified via email by Future Engineers. Parents must agree to the student's use of the Site and Service before a student's account can be activated. After Future Engineers has received parental consent from a parent or guardian, teachers will be able to assist students in preparing for projects and contests via the Future Engineers Site and Service. Teachers should understand that parents will have the option of deleting their child's account at their discretion which shall immediately disable all account information related to a specific student.

5. Special Notice to Parents

Please be aware that we do intend to comply with the Children's Online Privacy Protection Act (COPPA) and the California Online Privacy Protection Act (CalOPPA). For this reason, we require all Users under the age of 18 to have verifiable parental consent before registering for our Site and using any of our Services. Children attempting to register with our Site will be asked for their birthdate information. If they are under the age of 18, an email and a link to the registration page will be sent to the parent or guardian's email address. Parents or guardians must fill out the required registration information and agree to this Agreement and our Privacy Policy. Please be aware that once an account has been created the account will remain actively registered on the Site, thus allowing Users to enter multiple Future Engineers Contests. Parents must consent to every contest their child enters. All personal information collected from Users, including children, are subject to our Privacy Policy. If you wish for your child's information to be modified, edited or deleted please contact us at admin@futureengineers.org. If you wish to delete your child's information please understand that we may contact you to verify your parental credentials. Parent's entering their children in a contest must agree to the Contest Rules. Information regarding each contest's rules can be found on the individual contest pages.

Please be aware there may be links to third party websites on our Site and Service that we have no control over. You must visit those individual sites to understand their privacy practices.

6. Rules of Use

By using our Service or Site, you agree to the following:

- You will not copy, distribute or disclose any part of the Site or the Service in any medium, including without limitation by any automated or non-automated "scraping";

- You will not attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Site or Service;
- You will not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data;
- You will not use automated bots or other software to send more messages through our Service than humanly possible;
- You will not take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- You will not collect or harvest any personally identifiable information, including account names, from the Service;
- You agree not to libel, defame, stalk, harass, bully or harm another individual who uses our Site or Service;
- You agree not to impersonate any person or entity or misrepresent your affiliation with a person or entity;
- You agree that you will not hold Future Engineers responsible for your use of our Site;
- You agree not to violate any requirements, procedures, policies or regulations of networks connected to Future Engineers;
- You agree not to interfere with or disrupt the Site or Service;
- You agree not to hack, spam or phish us or other Users;
- You agree to provide truthful and accurate Content;
- You agree to abide by all Contest Rules and the spirit of fair competition;
- You agree to not violate any law or regulation and you solely are responsible for such violations;
- You will not use our Site to post any false, misleading, unlawful, defamatory, obscene, invasive, threatening, harassing, inflammatory, fraudulent Content;
- You agree not to cause, or aid in, the destruction, manipulation, removal, disabling, or impairment of any portion of our Site, including the de-indexing or de-caching of any portion of our Site from a third party's website, such as by requesting its removal from a search engine; or
- You will not upload any Content to our Site that includes any third party intellectual property unless you have permission from the owner to use it in the specific manner that you used it.

We may suspend or terminate your account with Future Engineers if you have violated any of these policies or at our discretion.

7. Intellectual Property

The design of the Site and Service along with created text, templates, scripts, graphics, interactive features and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Future Engineers, LLC, subject to copyright and other intellectual property rights under US and foreign laws and international conventions. Future Engineers, LLC reserves all rights not expressly granted in and to the Service. You agree to not engage in the use, copying, or distribution anything, including our Marks, contained within the Service unless we have given express written permission.

8. Your Content

By submitting Content to the Service, you are warranting that you are the exclusive author or owner of that Content and you are responsible for ensuring that the materials you upload to the Service do not infringe any third party copyright. As the owner of such Content, you agree to indemnify us for your use of any Content submitted to the Service. You grant Future Engineers and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license and right to copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from your Content. In addition, you waive any so-called "moral rights" in your Content (including, without limitation, the right to be identified as the author). You further grant all Users of the Service permission to view your Content for their own personal and non-commercial purposes. Future Engineers shall have the right to use your suggestions on improving or adding new features without any compensation or credit to you. Please be aware that we have no obligation to monitor any Content posted by you. However, we may remove, refuse to host, edit or modify any of your Content hosted by the Service at our discretion.

We may assign and/or sub-license the above license to use your Content to our affiliates and successors without any further approval by you. We have the right, at our sole discretion, to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to the Service constitutes a violation of their intellectual property rights or of their right to privacy or any other law.

For each piece of Content that you submit, you represent and warrant that: (i) you have the right to submit the Content to the Service and grant the licenses set forth above; (ii) Future Engineers will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the Content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) the Content complies with this Agreement and all applicable laws.

In the event that any provisions of this section conflict with provisions within any Contest Rules, the Contest Rules shall prevail.

9. Representations and Warranties

THE SERVICE AND SITE, INCLUDING, WITHOUT LIMITATION, ANY FUTURE ENGINEERS CONTENT, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER FUTURE ENGINEERS, LLC, NOR ANY OF THEIR EMPLOYEES, MANAGERS, DIRECTORS, OFFICERS OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) ANY USER CONTENT; (C) OUR CONTENT AND CONTENT FOUND ON OUR SITE OR SERVICE; OR (D) SECURITY ASSOCIATED WITH

THE TRANSMISSION OF INFORMATION TO FUTURE ENGINEERS OR VIA THE SERVICE. IN ADDITION, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

FUTURE ENGINEERS DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. FUTURE ENGINEERS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE ARE ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. FUTURE ENGINEERS DOES NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND FUTURE ENGINEERS SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES. FUTURE ENGINEERS DOES NOT ENDORSE ANY CONTENT AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT FOUND ON OR THROUGH FUTURE ENGINEERS.

10. Limitation of Liability

IN NO EVENT SHALL FUTURE ENGINEERS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM (I) YOUR USE OR INABILITY TO USE THE WEBSITE OR OUR SERVICE OR ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE OR SERVICE, (III) ANY INTERRUPTION, MISINFORMATION, INCOMPLETE INFORMATION, OR CESSATION OF TRANSMISSION TO OR FROM OUR APP TO YOU, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, (V) ANY FAILURE OF ANY THIRD PARTY INFORMATION LISTED ON OUR SITE AND SERVICE, INCLUDING ANY FAILURES OR DISRUPTIONS WHETHER INTENTIONAL OR UNINTENTIONAL, (VI) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS OR (VII) ANY ERRORS OR OMISSIONS IN OUR SITE OR SERVICE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF OUR SITE OR SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION

For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542,

WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE. FUTURE ENGINEERS IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. YOUR ABILITY TO USE OUR SERVICE IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT. IF A TOTAL DISCLAIMER AND RELEASE OF LIABILITY IS NOT PERMITTED IN YOUR JURISDICTION, YOU AGREE OUR TOTAL LIABILITY TO YOU IS NOT MORE THAN \$100 USD.

11. Copyright & Trademark Infringement

We take copyright infringement very seriously and intend to comply with the Digital Millennium Copyright Act and other relevant laws both national and international. If believe that your copyright has been infringed, please send us a message which contains:

- Your name.
- The name of the party whose copyright has been infringed, if different from your name.
- The name and description of the work that is being infringed.
- The location on our website of the infringing copy (URL link).
- A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.
- A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification and send it to our copyright agent at admin@futureengineers.org. If you believe that any trademarks owned by you are being infringed, please send us a request in a similar format as listed above.

12. Modification of our Site and Service

We reserve the right to alter, update, or remove our Site or Service or your access from it at any time, or demand that you do so.

13. Site and Service Availability

Although we will try to provide continuous Site and Service availability to you, we do not guarantee that the Site or any Services will always be available, work, or be accessible at any particular time. Only Users who are eligible to use our Site or Service may do so. We reserve the right to terminate access for anyone. We cannot guarantee that anything found on our Site or Service will work as stated, or that it will give you any desired results.

14. Indemnity

You agree to indemnify and hold us harmless for any claims by you or any third party which may arise from or relate to this Agreement or the provision of our Service to you, including any damages caused by your use of our Site or any contests held by the Service. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim, and you shall be liable for the damages as though we had proceeded with a trial.

15. Choice of Law

This Agreement shall be governed by the laws in force in the State of California and the United States of America. The offer and acceptance of this contract are deemed to have occurred in California.

16. Arbitration

You and Future Engineers agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Service (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and Future Engineers are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported **class action or representative proceeding**. Further, unless both you and Future Engineers otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of this Agreement. You agree that any such Dispute(s) will be heard in Los Angeles County, CA, USA.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. The Federal Arbitration Act will govern the interpretation and enforcement of this section.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules.

If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Future Engineers submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Representations and Warranties

and Limitation of Liability” section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim.

Your responsibility to pay any AAA filing, administrative, legal and arbitrator fees will be solely as set forth in the AAA Rules.

17. Force Majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, unavailability of payment processors, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

18. Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement or any other agreements are deemed to conflict with each other’s operation, Future Engineers shall have the sole right to elect which provision remains in force.

19. Non-Waiver

Future Engineers reserves all rights afforded to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

20. Termination & Cancellation

We may terminate your access to our Site and Service at our discretion without explanation, though we will strive to provide a timely explanation in most cases. If you wish to terminate your use of the Service simply stop using the Service or notify us at admin@futureengineers.org. Under no circumstances, including termination or cancellation of our Service to you, will we be liable for any losses related to actions of other Users. **Your termination of the Site and Service will not affect any licensing rights previously granted to Future Engineers.**

21. Assignment of Rights

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

Nothing in the Terms of Service shall confer or purport to confer on any other third party any benefit or the right to enforce any term of the Terms of Service.

22. Amendments

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page accordingly or we may contact you. You must read this page each time you use our Service, and your continued use of our Service shall constitute your acceptance of any such amendments.

23. California Users and Residents

Future Engineers is available to Users who reside in the State of California. Pursuant to *California Civil Code* Section 1789.3, any questions about pricing, complaints, or inquiries about Future Engineers must be addressed to our agent for notice and sent via certified mail to that agent. For our agent's most current contact information, please send a request to admin@futureengineers.org.

Lastly, California Users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

24. Electronic Communications

The communications between you and Future Engineers use electronic means, whether you visit the Site or Service or send Future Engineers e-mails, or whether Future Engineers posts notices on the Site or Service or communications with you via e-mail. For contractual purposes, you (1) consent to receive communications from Future Engineers in an electronic form; (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that Future Engineers provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

25. Site and Service Availability

Although we will try to provide continuous Site and Service availability to you, we do not guarantee that the Site or the Service will always be available, work, or be accessible at any particular time. Only Users who are eligible to use our Site or Service may do so. We reserve the right to terminate access for anyone. We cannot guarantee that anything found on our Site or Service will work as stated, or that it will give you the desired results.

Last Modified: May 11, 2015