

## TERMS OF SERVICE

Welcome to Future Engineers. These Terms of Service (“Terms” or “Agreement”) are an agreement between you (“you” or “user”) and Future Engineers, which owns and operates (“Future Engineers” or “we” or “us”).

By using this website and other websites owned by Future Engineers (the “Sites”), any applications or mobile websites (“Apps”), and any of our service available through the Sites and Apps (“Services”) (collectively, the Site, Apps, and Services shall be referred to as the “Platform”), you agree to read, comply with, and be legally bound by: (i) these Terms, (ii) Future Engineers’ Privacy Policy [<http://www.futureengineers.org/pdfs/privacypolicy.pdf>], (iii) all applicable Challenge or promotion rules and restrictions (“Challenge Rules”) including the general Official Rules [<http://www.futureengineers.org/pdfs/officialrules.pdf>], and (iv) all applicable laws and regulations. If you do not read and agree to the Terms, you may not use the Platform.

If you are a teacher of a K-12 educational institution who has entered into this Agreement on behalf of your institution, you represent that you have the authority to bind that institution to this Agreement. You further represent that you have the right to upload all data that you provide on behalf of yourself and, where applicable, your employees, your institution, students and their parents or legal guardians.

IF YOU ARE UNDER 18 YEARS OF AGE OR THE AGE OF MAJORITY IN YOUR JURISDICTION, THEN PLEASE READ THESE TERMS AND THE PRIVACY POLICY WITH YOUR PARENT OR LEGAL GUARDIAN. BY USING OR ACCESSING THE PLATFORM, YOU REPRESENT THAT YOU (OR YOUR PARENT OR LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE A MINOR) HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS IN THEIR ENTIRETY, INCLUDING THE PRIVACY POLICY. IF YOU, OR IN THE CASE THAT YOU ARE A MINOR, YOUR PARENT(S) OR LEGAL GUARDIAN(S) DO NOT AGREE WITH ANY PART OF THE TERMS, INCLUDING THE PRIVACY POLICY, THEN PLEASE DO NOT USE OR ACCESS THE PLATFORM.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

### 1. ACCEPTANCE OF TERMS

Future Engineers is pleased to provide the Platform conditioned upon your acceptance, without modification, of the terms, conditions and notices comprising the Terms. The Terms may be updated and modified by Future Engineers from time to time without notice to you by posting revised Terms on the Platform and Future Engineers shall provide you with at least 30 days prior notice of such change, which notice will be in the form of an email sent to the email address you registered. You can review the most current version of the Terms at any time by clicking on the terms and conditions link from any page on the Platform.

Future Engineers has the right, but not the obligation, to take any of the following actions without providing any prior notice to you and without any liability to you or any third party:

- a. change or terminate all or any part of the Platform;
- b. restrict or terminate your access to all or any part of the Platform; or
- c. refuse, move, or remove any content that is available on the Platform and any material that you submit to the Platform.

By using the Platform after any modification of the Terms, you agree to be bound by such modification(s). Future Engineers does not represent that any of the Platform content is completely accurate, and therefore any reliance on the Platform is undertaken at your own risk.

## **2. ELIGIBILITY**

The Platform and any services we offer are only available to residents of the United States who are over the age of 18 or who otherwise have express permission from a parent or guardian to use the Platform or are using the Platform in connection with a classroom activity. Use of the Platform and our services by anyone who does not meet these requirements is a violation of these Terms.

## **3. SPECIAL REGISTRATION 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 Platform; and
- You agree that you will not allow students under the age of 18 to use the Platform or submit any information to the Platform unless authorized as part of your classroom use.

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

Teachers may register their classes and individual students using the Platform. Teachers will be required to provide information as stated in our Privacy Policy. If the teacher's students are

under the age of 18, then either you will notify each student’s parent or guardian via email by Future Engineers or you must provide alternative notice to parents if no email was provided.

#### **4. PRIVACY**

We are committed to protecting the privacy of our users, and maintain a Privacy Policy, which may be viewed here. [<http://www.futureengineers.org/pdfs/privacypolicy.pdf>] All personal information we receive through the Platform is subject to the Privacy Policy, and acceptance of these Terms of Service constitutes your consent to our collection and use of personal information as described in the Privacy Policy. We may update our Privacy Policy from time to time, in accordance with the procedure noted in the Privacy Policy.

#### **Family Educational Rights and Privacy Act (“FERPA”)**

If you are employed by a school or district subject to the Family Educational Rights and Privacy Act (“FERPA”), you agree to appoint Future Engineers as a “school official” as that term is defined in FERPA and as interpreted by the Family Policy Compliance Office, and determine that Future Engineers has a “legitimate educational interest” for the purpose of delivering the Services in accordance with these Terms. Future Engineers agrees that it shall be bound by all relevant provisions of FERPA, including operating under the direct control of your school or district with respect to handling of “personally identifiable information” from “education records,” as those terms are defined in FERPA. Future Engineers further agrees that personally identifiable information from students will not be disclosed to third parties except as required to provide Services to you contemplated in this Agreement. Any third parties used will be bound to manage the PII in compliance with the Future Engineers Privacy Policy, security policies and all applicable laws, and to use the PII for the sole and limited purpose of providing the Services to the user, which may include the Future Engineers email newsletter.

Future Engineers may use education records that have been de-identified for product development, research or other purposes permitted by applicable law (“de-Identified data”), including:

- To demonstrate the effectiveness of the Future Engineers Platform, including in our marketing materials; and
- To develop and improve our educational products.

Future Engineers agrees not to attempt to re-identify the de-identified data and not to transfer the de-Identified data to a third-party unless that party agrees not to attempt re-identification.

#### **Children's Online Privacy Protection Act ("COPPA")**

Future Engineers shall comply with the Children’s Online Privacy Protection Act (“COPPA”),.

For teachers, if you allow students under the age of 13 to submit personal information as defined in COPPA to Future Engineers, you are responsible for obtaining verifiable parental consent prior to allowing access to the Platform.

Children attempting to register with our Platform outside of the classroom will be asked for their birthdate information. If they are under the age of 13, we will obtain prior parental consent before collecting personal information from the child, as described in our Privacy Policy.

Parent's entering their children in a science, technology, engineering, art, or mathematics challenge (each a "Challenge") must also agree to the Official Rules. The Official Rules is presented in two places. First, the master Official Rules are published at our website. In addition, specific information regarding each Challenge can be found on the individual Challenge pages. Once an account has been created, the account will remain actively registered on the Platform, allowing users to enter multiple Challenges and build their design portfolio over time. By entering a Challenge, Parents and entrants are agreeing to both the master Official Rules and the specific Challenge details each time they or their child enters.

If you wish for your child's information to be modified, edited or deleted please contact us at [support@futureengineers.org](mailto:support@futureengineers.org). If you wish to delete your child's information please understand that we may contact you to verify your parental credentials. If your child accessed the Platform via an account started with their school, please work directly with the school or district to review, modify, edit or request deletion of information in the education record that may be stored on the Platform. We will work with parents and schools together to facilitate these requests, which should be sent to us at [support@futureengineers.org](mailto:support@futureengineers.org).

## **5. ABOUT OUR PLATFORM**

Future Engineers is hub for students interested in project based educational learning. Additionally, our Platform may offer Challenges to students interested in science, technology, engineering, art and design. All users must meet individual Challenge eligibility requirements and agree (or have their parents agree) to the Challenge Rules each time they enter a Challenge to be eligible to enter.

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

## **6. ACCEPTABLE USE**

Your use of the Platform is conditioned upon your compliance with the following rules ("Acceptable Use Restrictions").

You shall not upload to, transmit through, or display via the Platform any content that:

- is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes upon our or any third party's intellectual property or other rights;

- contains confidential, proprietary, or trade secret information of any third party;
- violates the rights of others, including without limitation any privacy rights or rights of publicity;
- impersonates any person or entity, falsely states or otherwise misrepresents your affiliation with any person or entity, or uses any fraudulent, misleading or inaccurate email address or other contact information;
- violates any applicable laws or regulations;
- makes any statement, express or implied, that you are endorsed by Future Engineers;
- harms minors in any way, including, but not limited to, violating any law;
- contains any unsolicited promotions, political campaigning, advertising or solicitations;
- or in our sole judgment is inappropriate or objectionable or which restricts or inhibits any other person from using or enjoying the Platform or which may expose Future Engineers, any of its officers, directors, or employees, or other users to any harm or liability of any type.

You shall not use the Platform to engage in any of the following activities: accessing, using, or uploading content to, or attempting to access, use, or upload content to another user's account without permission;

- or transmitting, uploading, or downloading, any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature.

Additionally, you shall not:

- try to obtain unauthorized access to any account associated with the Platform;
- try to open an account if you are under the age of 18 without the express consent of a parent or guardian or do not have a code provided by your teacher ("Class Code");
- provide false or misleading information at any time when opening or using an account;
- try to use the Platform in a commercial manner, rather than for personal and non-commercial recreation;
- use the Platform in a manner inconsistent with these Terms or applicable law;
- modify or interfere with the Platform or Future Engineers content – including location, access, and other security features – for any reason, or permit or help anyone else to do so; or
- interfere with or alter the Platform or Future Engineers content.

## **7. OWNERSHIP OF PLATFORM AND CONTENT**

All right, title and interest in the Platform including, but not limited to all of the software and code that comprise and operate the Platform and all of the text, photographs, images, illustrations, graphics, audio, video and audio-video clips, URLs, advertising copy and other materials provided through the Platform (collectively, "Content") are owned by us or by third parties (our "Partners") who have licensed their Content to us. The Platform is protected under trademark, service mark, trade dress, copyright, patent, trade secret and other intellectual property laws. In addition, the entire Content of the Platform is a collective work under U.S. and

international copyright laws and treaties, and we and our Partners own the copyright in the selection, coordination, arrangement and enhancement of the Content of this Platform.

We hereby grant you a limited, revocable license to download and print copies of any portion of the Content of the Platform to which you have properly gained access, but only for your own personal, non-commercial use, and only if you do not remove, modify or obscure any copyright, trademark, or other proprietary notices from the Content you download. The foregoing license is subject to these Terms and does not include the right to use any data mining, robots or other automatic or manual device, software, program, code, algorithm or methodology, to access, copy or monitor any portion of any Platform or Content, or in any way reproduce or circumvent the navigational structure or presentation of any Platform or Content, or obtain or attempt to obtain any materials or information through any means not purposely made available by us through the Platform. We reserve the right to take measures to prevent any such activity. This license is revocable at any time without notice and with or without cause. You may not permit others to copy, distribute, perform or display publicly, prepare derivative works based on, broadcast, exploit or use any part of the Content on the Platform except as expressly provided in these Terms. Nothing in these Terms shall be construed as transferring any right, title or interest in the Platform or its Content to you or anyone else, except the limited license to use the Platform and their Content on the terms expressly set forth herein.

Notwithstanding the foregoing, and specifically with regard to trademarks, Future Engineers names and logos (including, without limitation, those of its affiliates), all product and service names, all graphics, all button icons, and all trademarks, service marks and logos appearing within the Platform unless otherwise noted, are trademarks (whether registered or not), service marks and/or trade dress of Future Engineers, and/or its affiliates (the “Future Engineers Marks”). All other trademarks, product names, company names, logos, service marks and/or trade dress mentioned, displayed, cited or otherwise indicated within the Platform are the property of their respective owners. You are not authorized to display or use Future Engineers Marks in any manner without our prior written permission. You are not authorized to display or use trademarks, product names, company names, logos, service marks and/or trade dress of other owners featured within the Platform without the prior written permission of such owners. The use or misuse of Future Engineers Marks or other trademarks, product names, company names, logos, service marks and/or trade dress or any other materials contained herein, except as permitted herein, is expressly prohibited.

## **8. YOUR SUBMISSIONS**

By submitting content to the Platform (excluding any personal information or educational records) (“User Content”), you are warranting that you are the exclusive author or owner of that User Content and you are responsible for ensuring that the materials you upload to the Platform do not infringe any third party copyright. As the owner of such User Content, you agree to indemnify us for your use of any User Content submitted to the Platform. 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 User Content for the purpose of providing the Platform. In addition, you waive any so-called “moral rights” in your User Content (including, without limitation, the right to be identified as the author). You further grant all Users of the Platform permission to view your User Content for their own personal and non-commercial purposes. For certain Challenges, if stated on the Challenge page, you agree that

all of your User Content shall either be assigned to any sponsor of a Challenge or placed in the public domain, as applicable. 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 User Content posted by you. However, we may remove, refuse to host, edit or modify any of your User Content hosted by the Platform at our discretion.

For each piece of User Content that you submit, you represent and warrant that: (i) you have the right to submit the User Content to the Platform 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 User Content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) the User Content complies with this Agreement and all applicable laws.

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

## **9. ACCOUNTS AND REGISTRATION**

You may be required to open account with Future Engineers before accessing certain services. CHILDREN UNDER 18, PLEASE GET YOUR PARENT'S OR GUARDIAN'S PERMISSION BEFORE REGISTERING FOR AN ACCOUNT UNLESS YOU HAVE A CLASS CODE.

Users may be required to register before accessing the Platform. 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 Platform and must be over the age of 18 or have either parental consent or a Class Code if under 18. Users may only register for one account and may not register for others. Users must comply with all United States laws when registering for our Platform. If you are a teacher, please be aware that we may contact that child's parent or guardian to receive additional parental consent.

Once parental consent has been granted, the student may enter any Challenge for which he or she is eligible, including Challenges linked to a Class Code provided by his or her teacher or any Challenge in his or her personal capacity. Students retain the same Account from school year to school year and add new Class Codes and/or teachers each school year.

The status of an Account and access rights are based on the method of authorization provided (e.g., independent parental consent or Class Code). If a User has provided both methods of authorization for an Account and one is terminated, the User will retain the right to use the Account, and Future Engineers will retain the related data, to the extent permitted under the remaining method of authorization as if that method of authorization was the sole method ever provided.

To enter any Challenges hosted on our Platform, there may be additional eligibility requirements that are listed on the Challenge page or within the Challenge Rules. Only parents are permitted to allow their child under the age of 18 to receive a prize in a Challenge. Teachers will be unable to consent to prize eligibility for their students. We reserve the right, in our sole discretion, to not accept, suspend or terminate your use of our Platform and refuse or restrict access to any and all current or future use of all or any portion of our Platform. In the event that our Challenge 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.

## **10. PASSWORD PROTECTED AREAS OF OUR PLATFORM**

For your protection, access to the Platform may be password protected. You are responsible for maintaining the confidentiality of your passwords. We have the right to assume that anyone accessing the Platform using a password assigned to you has the right to do so. You will be solely responsible for the activities of anyone accessing the Platform using a password assigned to you, even if the individual is not, in fact authorized by you. If you have reason to believe that your password has been compromised or used without authorization, you must promptly notify us and change it using the functionality provided on the Platform.

In order to access or use the features on the Platform you will have to become a registered user. When you become a registered user, you will provide true, accurate, current and complete information about you as may be prompted by any registration forms, if such information changes, you will promptly update the relevant registration information. We reserve the right to terminate your account or otherwise deny you access to the Platform in our sole discretion for any or no reason without notice and without liability.

## **11. THIRD PARTY WEBSITES AND ADVERTISING**

The Platform may contain links to third party websites that are not owned or controlled by Future Engineers. Future Engineers has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party website. In addition, Future Engineers will not and cannot censor or edit the content of any third-party site. By using the Platform you expressly relieve Future Engineers from any and all liability arising from your use of any third-party website. Those websites have terms and privacy policies of their own, and we encourage you to read them.

## **12. AGREEMENT TO FOLLOW APPLICABLE LAWS**

You certify that you will comply with all applicable laws (e.g., local, state, and federal laws) when using the Platform or Future Engineers Content as permitted and in accordance with this Agreement. You will be responsible for any cost, expense, fee, liability of any kind, and attorney's fees that Future Engineers incurs if you break the law, misuse the services or information Future Engineers provides, or breach this Agreement. And if you break the law, misuse the services or information Future Engineers provides, or breach this Agreement, you acknowledge and agree that you will reimburse, indemnify, and hold harmless Future Engineers, its subsidiaries, its affiliated companies, and the employees, directors, officers, and agents of all aforementioned companies, from any money damages, costs, expenses, losses, liabilities, and attorney's fees resulting from any claim, threat, demand, suit, or investigation brought by another person, entity, or government. Without waiving any of these rights, Future Engineers may at its sole discretion defend itself against any such claim, threat, demand, suit, or investigation without your consent. All of your obligations in this paragraph survive and continue after any termination of this Agreement.

## **13. CONTESTS, COMPETITIONS, AND PROMOTIONS**



You may only enter a Challenge if you meet the requirements set out in the applicable Challenge Rules.

If you are under 18:

- You will need either a Class Code or your parent's or guardian's permission to enter any Challenge, or we may require that your parent or guardian enter the Challenge on your behalf.
- We may also require your parent's or guardian's e-mail addresses to contact the parent or guardian for the purpose of notifying him or her of your challenge activity, or that you have won a prize, and to obtain permission to send the prize.

We reserve the right to modify, suspend, cancel or terminate a Challenge or extend or resume the entry period or disqualify any participant or entry at any time without giving advance notice. We will do so if it cannot be guaranteed the Challenge can be carried out fairly or correctly for technical, legal or other reasons, or if we suspect that any person has manipulated entries or results, provided false information or acted unethically. If we cancel or terminate a Challenge, prizes may be awarded in any manner we deem fair and appropriate consistent with local laws governing the Challenge.

To enter a Challenge, you must be a registered user and have an active account with current contact information. No purchase is necessary to enter a Challenge and a purchase will not improve your chances of winning. We reserve the right to request proof of identity or to verify eligibility conditions and potential winning entries, and to award any prize to a winner in person. Competitions are void where prohibited or restricted by law. Potential winners who are residents in jurisdictions where Challenges require an element of skill may be required to answer a mathematical test in order to be eligible to win a prize.

#### **14. USER COMMENTS AND FEEDBACK**

Future Engineers will terminate a user's access to the Platform if, under appropriate circumstances, they are determined to be a repeat infringer or otherwise a nuisance to the Platform. Future Engineers reserves the sole and exclusive right to decide whether a comment or any other user submission is appropriate and complies with these Terms for violations other than copyright infringement, such as, but not limited to obscene, defamatory, or just plain obnoxious material. Future Engineers may remove such comments or other user submissions and/or terminate a user's access for uploading such material in violation of these Terms at any time, without prior notice and at its sole discretion.

#### **15. DIGITAL MILLENNIUM COPYRIGHT ACT**

If you are a copyright owner or an agent thereof and believe that any user submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Future Engineers with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DMCA claims may be sent to the following address:

Future Engineers, LLC

3900 W. Alameda Ave. Suite 1200

Burbank, CA 91505

You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

## **16. REPRESENTATIONS AND WARRANTIES**

THE PLATFORM, 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 PLATFORM; (B) ANY USER CONTENT; (C) OUR CONTENT AND CONTENT FOUND ON OUR PLATFORM; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO FUTURE ENGINEERS OR VIA THE PLATFORM. 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 PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE PLATFORM OR THE SERVER THAT MAKES THE PLATFORM 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 PLATFORM ARE ACCURATE,

COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. FUTURE ENGINEERS DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM 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.

#### **17. LIMITATION ON LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING ANYTHING ELSE IN THESE TERMS, THE ENTIRE LIABILITY OF FUTURE ENGINEERS AND ANY SPONSORS, PRIZE PROVIDER, OR ANY ENTITY PROVIDING SUPPORT FOR ANY CHALLENGE (“RELEASED PARTIES”) AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE PLATFORM OR PARTICIPATION IN ANY CHALLENGE WILL BE: THE AMOUNT OF \$200.

IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE PLATFORM OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE PLATFORM. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS THE LIABILITY OF THE RELEASED PARTIES WILL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

#### **18. SPECIAL NOTICE TO NEW JERSEY AND CALIFORNIA RESIDENTS**

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, 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.”.

IF YOU ARE ACCESSING THE PLATFORM FROM NEW JERSEY, YOU (A) ASSUME ALL RISKS OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THE PLATFORM; (B) IRREVOCABLY WAIVE ALL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES

(INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE PLATFORM; AND (C) EXPRESSLY AGREE TO RELEASE AND DISCHARGE FUTURE ENGINEERS AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE PLATFORM; AND (D) YOU VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST FUTURE ENGINEERS FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, INCLUDING ANY CLAIM BASED ON ALLEGED NEGLIGENCE ON THE PART OF THE RELEASED PARTIES AND THEIR AGENTS AND EMPLOYEES. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

## **19. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless the Released Parties, its and their affiliates, licensors and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms or your use of the Platform or participation in any Challenge including your contributions, any use of Future Engineers Content, services and products other than as expressly authorized in these Terms or your use of any information obtained from the Platform.

## **20. PLATFORM AVAILABILITY**

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

## **21. TERMINATION**

We may terminate your access to our Platform 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 Platform simply stop using the Platform or notify us at [support@futureengineers.org](mailto:support@futureengineers.org). Under no circumstances, including termination or cancellation of our Platform to you, will we be liable for any losses related to actions of other users. Your termination of the Platform will not affect any licensing rights previously granted to Future Engineers.

## **22. 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.

## **23. 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.

## **24. OTHER TERMS**

Future Engineers' failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## 25. CALIFORNIA EDUCATION CODE

For California local education agencies pursuant to California Education Code section 49073.1:

All terms in this section 25 are defined as they appear in California Education Code section 49073.1.

- a. Pupil records continue to be the property of and under the control of the local educational agency.
- b. Notwithstanding 25.a above, pupils may retain possession and control of their own pupil-generated content, and may transfer pupil-generated content to a personal account.
- c. Future Engineers is prohibited from using any information in the pupil record for any purpose other than those required or specifically permitted by this Agreement.
- d. A parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information by contacting their local educational agency, which shall have access to such information through their account, or which may request assistance in fulfilling such requests by emailing us at [support@futureengineers.org](mailto:support@futureengineers.org);
- e. Future Engineers uses commercially reasonable information security safeguards to protect its databases and servers against risks of loss, unauthorized access, destruction, misuse, modification, or inadvertent or improper disclosure of data. We store data in cloud-based environments that use firewalls and other industry-standard protections in an effort to prevent access from outside intruders. We also encrypt the data in transit, require unique account credentials and limit data access and train individuals responsible for managing the confidentiality and security of pupil records.
- f. In the event of unauthorized disclosure of the pupil's record, Future Engineers will notify the local education agency and work with them to ensure legally required notifications to any affected parent, legal guardian, or eligible pupil.
- g. At any time, including at or in advance of completion of the terms of this Agreement, the local education agency may request deletion of its pupil's records, and Future Engineers shall comply with such requests within 90 days. However, if the pupil chooses to establish or maintain an account with Future Engineers for the purpose of storing its pupil-generated content, that content will be transferred to a pupil account provided that Future Engineers has obtained any necessary prior parent consents for such account.
- h. Future Engineers shall operate under the direct control of the local education agency with respect to its collection, use and handling of student personally identifiable information as the term is defined in the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g ("FERPA"), to support the local or regional board of education's compliance with

FERPA, as amended from time to time, as described in the section above titled, “Family Educational Rights and Privacy Act.”

- i. Future Engineers does not and is prohibited from using personally identifiable information in pupil records to engage in targeted advertising.

## 26. CONNECTICUT RESIDENT INFORMATION

For Connecticut local or regional boards of education, pursuant to Connecticut General Statutes 10-234aa-10-234dd:

In this section 26, “student information,” “student records” and “student-generated content” have the same definitions as appear in CGS Sections 10-234aa-10-234dd.

- a. Student information, student records and student-generated content are not the property of or under the control of Future Engineers;
- b. The local or regional board of education may request the deletion of student information, student records or student-generated content in the possession of Future Engineers by emailing us at [support@futureengineers.org](mailto:support@futureengineers.org);
- c. Future Engineers shall not use student information, student records and student-generated content for any purposes other than those authorized pursuant to this Agreement;
- d. A student, parent or legal guardian of a student may review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, if any, in such student record by contacting their local or regional board of education, which shall have access to such information through their account, or which may request assistance in fulfilling such requests by emailing us at [support@futureengineers.org](mailto:support@futureengineers.org);
- e. Future Engineers shall take commercially reasonable actions designed to ensure the security and confidentiality of student information, student records and student-generated content;
- f. In the event of an unauthorized release, disclosure or acquisition of student information, student records or student-generated content, Future Engineers shall notify its business contact of record at the local or regional board of education, in accordance with the provisions of section 10-234dd;

Student information, student records or student-generated content shall not be retained or available to the contractor upon completion of the contracted services unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with the contractor for the purpose of storing student-generated content;

- h. Future Engineers shall operate under the direct control of the local or regional board of education with respect to its collection, use and handling of student personally identifiable information as the term is defined in the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g (“FERPA”), to support the local or regional board of education’s compliance with FERPA, as amended from time to time, as described in the section above titled, “Family Educational Rights and Privacy Act.”

- i. The laws of the state of Connecticut shall govern the rights and duties of Future Engineers and the local or regional board of education in Connecticut; and
- j. If any provision of this Agreement or the application of this Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.