

## TERMS OF SERVICE

Welcome to Future Engineers. Future Engineers provides educational innovation challenges which offer the opportunity for users to submit and view creative solutions in a public challenge gallery and the further possibility to compete to win prizes. The Future Engineers platform operates for the purpose of advancing science, technology, engineering, art, and design education. These Terms of Service (“Terms” or “Agreement”) are an agreement between you (“you” or “user”) and Future Engineers LLC (“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: <https://www.futureengineers.org/pdfs/privacypolicy.pdf>, (iii) all applicable Challenge or promotion rules and restrictions (“Challenge Rules”) and the general Official Rules: <https://www.futureengineers.org/pdfs/officialrules.pdf> (“Official Rules” or “General Rules”), 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 or other individual in a K-12 educational institution who has entered into this Agreement, you understand that you are doing so on behalf of your institution, and 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.

### 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. By using the Platform after any modification of the Terms, you agree to be bound by such modification(s). If we make material changes to the Terms, we will provide you with 30 days prior notice of such changes using the email address listed in your account registration. If the material change to these Terms involves data that was collected from you prior to the notification, we will request your affirmative consent to the changes. If you do not consent to the changes, or if you are under the age of 18 and either your parent, guardian, or teacher fail to affirmatively consent to the material changes, you will not be allowed to use the Platform after the changes become effective, unless and until the requisite consent is affirmatively provided.

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.

## **2. ELIGIBILITY**

The Platform and any services we offer are only available to residents of the United States who are at least 18 years of age 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 directed by a teacher in a K-12 institution from which an authorized individual has agreed to these Terms.

BY USING THE PLATFORM AND/OR SERVICES, YOU ARE AGREE TO THE TERMS AND CONDITIONS OF THE AGREEMENT AND WARRANT AND REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE OR OTHERWISE HAVE EXPRESS CONSENT FROM A PARENT OR GUARDIAN TO USE THE PLATFORM OR ARE USING THE PLATFORM IN CONNECTION WITH A CLASSROOM ACTIVITY DIRECTED BY A TEACHER WHO HAS AGREED TO THESE TERMS. 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 use our Platform in an educational setting, including but not limited to as a teacher, therapist, aide, or other personnel (“Authorized 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;
- You agree to notify and inform parents of students under 18, or students over 18, as applicable, 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 or other Authorized Personnel 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 about themselves and their students as stated in our Privacy Policy.

#### **4. TERMS APPLICABLE ONLY TO JUDGES**

If you have been selected as a Judge for a Future Engineers Challenge, your use of the Platform for purposes of judging that Challenge is subject to the Judge Guidelines. You may only participate as a Judge if you meet the qualifications for a particular Challenge and certify acceptance of and compliance with the Judge Guidelines.

#### **5. PRIVACY**

We are committed to protecting the privacy of our users. Our Privacy Policy explains our privacy practices and 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 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 personally identifiable information in compliance with the Future Engineers Privacy Policy, security policies and all applicable laws, and to use the personally identifiable information for the sole and limited purpose of providing the Services to the user, which may include the Future Engineers email newsletter for users who have opted in to receive it.

Future Engineers may use de-identified information 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 shall not attempt to re-identify the de-identified data and shall not 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"). Children younger than 13 years old attempting to register with our Platform unrelated to a school account will be asked for their birthdate information. If they are under the age of 13, we will request parent's contact information in order to obtain prior parental consent before collecting personal information from the child, as described in our Privacy Policy.

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).

## **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, educational, and noncommercial purposes;
- 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 (“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 intellectual, proprietary or other rights, including but not limited to trademark and copyrights. 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).

For certain Challenges, if stated on the Challenge Rules as a condition of entry or as a condition of award, you agree that your User Content shall be sublicensed or assigned to any entity, including but not limited to those providing monetary, prizing, administrative, or other support for the Challenge or any element thereof (“Challenge Parties” and together with Sponsor, the “Releasees”), or placed in the public domain, as applicable.

By submitting User Content to the Platform, you understand and agree that the User Content may be made publicly available, provided, however, that we may remove, or request the removal of,

personally identifiable information from the User Content prior to posting, as may be required by our Privacy Policy, General Rules, or the Challenge Rules. You agree that you will view User Content posted by others only for your personal and non-commercial purposes.

## **9. ACCOUNTS AND REGISTRATION**

You may be required to register for an account with Future Engineers before accessing certain services. We may need different information depending on whether you are registering through your school or as an individual at home with parent consent if under 18. If you register through your school, you can retain the same school account by adding or linking to new Class Codes each school year. If you register as an individual you can retain your home account year after year. If a user has both methods of authorization for an account (e.g. school and parent), you will be considered to have both a school account and a home account. Termination of one account will not automatically terminate the other 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.

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.

## **10. TERMINATION**

Future Engineers reserves the sole and exclusive right to determine whether your use of our services violate the acceptable use restrictions and terminate the user's access or account without prior notice and at its sole discretion. If you wish to terminate your use of the Platform simply stop using the Platform. If you wish to close your account, please 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.

## **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. ONLINE PURCHASES**

By placing an order through our site for the sale of goods or services you are offering to purchase a product, representing that you are of legal age to form a binding contract, and representing that all information you provide to us in connection with such order is accurate. You further represent that you are an authorized user of the payment method provided. We retain the right to refuse any order request made by you and the receipt by you of an order confirmation does not constitute our acceptance of an order.

### **13. 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.

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

Future Engineers may offer Challenges which are subject to the General Rules at [<https://www.futureengineers.org/Pdfs/OfficialRules.pdf>] and specific Challenge Rules. To enter a Challenge, the entrant or (for an entrant under the age of 18) the parent/legal guardian of the entrant is required to agree to the General Rules. By consenting to the General Rules, the entrant or parent/legal guardian (for an entrant under the age of 18) also agrees to be bound by the specific Challenge Rules for the current and any future Challenge in which the entrant may participate. You may only enter a Challenge if you meet the requirements set out in the applicable Rules. There may be additional obligations that are outlined in the Challenge Rules. In the event that our General Rules conflict with this Agreement, the General Rules will govern. In the event there is a conflict between the Challenge Rules and this Agreement, the Challenge Rules will govern.

### **15. 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.

## **16. 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

Or sent by email to: [support@futureengineers.org](mailto:support@futureengineers.org)

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

## **17. 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.

## **18. 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.

#### **19. 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 OR RELEASING PARTY 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 OR RELEASED PARTY.”

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.

## **20. 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.

## **21. 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.

## **22. 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.

### **23. 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.

**Updated and Effective: August 6, 2020**