

## TERMS OF USE

scopesdf.org

**Last modified: July 27, 2017**

### Terms of use

1. The website, scopesdf.org, is owned and operated by The Fab Foundation, a California non-profit public benefit corporation with offices located at 50 Milk Street, 16th Floor, Boston, Massachusetts, USA 02109 ("Fab Foundation" or "we").
2. By using the website, scopesdf.org, you acknowledge, accept and agree these Terms of Use and the [Cookie Policy](#) and [Privacy Policy](#).
3. The SCOPES-df Platform –as defined below- is directed to individuals who are at least 18 years old or legal entities.

### Your relationship with Fab Foundation

4. Please note that your use of the website at scopesdf.org and any possible software or tool provided to you for the access/registration to and/or the use of the website (hereinafter the "**SCOPES-df Platform**") is subject to the terms of a legal agreement between you and Fab Foundation.
5. The legal agreement between you and Fab Foundation governing the use of the SCOPES-df Platform is made up of the terms and conditions set out in this document (hereinafter the "**Terms of Use**") and the Fab Foundation's [Cookie Policy](#) and [Privacy policy](#) for the scopesdf.org website (hereinafter the "**Cookie and Privacy Policy**") (collectively called the "**Terms**").
6. The Terms form a legally binding agreement between you and Fab Foundation in relation to your use of the SCOPES-df Platform. It is important that you take the time to read them carefully.
7. The Terms apply to all users of the SCOPES-df Platform.
8. As used herein "you" and "your" mean a user of the SCOPES-df Platform, and if you are using the SCOPES-df Platform on behalf of a legal entity, the terms "you" and "your" also refer to such entity and you represent that you have the authority to bind such legal entity to the Terms.

### Accepting the Terms

9. The Terms constitute a contract between you and Fab Foundation. If you do not agree to these Terms, you do not have the right to access or use the SCOPES-df Platform.

10. If you do use the SCOPES-df Platform, your use shall be deemed to confirm your acceptance of the Terms and your agreement to be a party to this binding contract.
11. You should print off or save a copy of the Terms for your records.

### **Consent to Process, Use, Disclose, and Transfer Your Personal Data**

12. Fab Foundation operates from its offices in the United States. Fab Foundation makes no representation that the SCOPES-df Platform is appropriate or available in other locations. The information provided on the SCOPES-df Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Fab Foundation to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the SCOPES-df Platform from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
13. Without limitation of any provision contained in Agreement, including the Privacy Policy,, by using the SCOPES-df Platform, you hereby expressly grant consent to Fab Foundation to: (a) collect, process, use, and disclose your personal information (which may include sensitive information) in order to operate the SCOPES-df Platform and to further the SCOPES-df project; (b) transfer your personal information (which may include sensitive information) throughout the world, including to the United States and other countries that do not ensure adequate protection for personal information; and (c) disclose your personal information (which may include sensitive information) to comply with lawful requests by public authorities, including to meet national security or law enforcement requirements.

### **Changes to the Terms**

14. Except with respect to Section 1.64 (Mandatory Arbitration), Fab Foundation reserves the right to make changes to the Agreement, including without limitation the Privacy Policy and Cookie Policy from time to time in its sole discretion including, for example, to address changes to the law or regulatory changes or changes to functionality offered through the SCOPES-df Platform.
15. If such changes occur, Fab Foundation will do its best to provide you with advance notice, although in some situations, such as where a change is required to satisfy applicable legal requirements, an update to the Agreement may need to be effective immediately. Fab Foundation will announce changes directly on the SCOPES-df Platform and it also may elect to notify you of changes by sending an email to the address you have provided to it. In any case, the revised version of the Terms of Use, Privacy Policy, and Cookie Policy will be accessible on the website at [scopesdf.org](http://scopesdf.org).
16. If Fab Foundation does update the Terms, you are free to decide whether to accept the revised terms or to stop using the SCOPES-df Platform. Your

continued use of the SCOPES-df Platform after the date the revised Terms are posted will constitute your acceptance of these new Terms.

17. You understand and agree that you are solely responsible for periodically reviewing the Terms.
18. Except for changes made by Fab Foundation as described above, no other amendment or modification of these Terms shall be effective unless set forth in a written agreement bearing a written signature by you and Fab Foundation. For clarity, email or other communications will not constitute an effective written agreement for this purpose.

### **SCOPES-df Platform Description**

19. The SCOPES-df Platform is a collaborative project of Fab Foundation ([www.fabfoundation.org](http://www.fabfoundation.org)) and Fab Lab Barcelona ([www.fablabbcn.org](http://www.fablabbcn.org)).
20. The SCOPES-df (Scaling a Community of Practice for Education in STEM through Digital Fabrication) project receives funding support from public, corporate, and private partners aimed at catalyzing STEM learning in formal educational environments through digital fabrication technologies and practices found in a Fab Lab or Makerspace. One of the focuses of the project is to accept submissions from others, including through the SCOPES-df Platform, in the form of activities, projects, curriculum, or other learning materials to adapt into digital fabrication lesson plans that are aligned to standards. If you have any questions about the SCOPES-df project, please contact Sonya Pryor-Jones, Chief Implementation Officer, The Fab Foundation at [sonya@fabfoundation.org](mailto:sonya@fabfoundation.org).
21. The SCOPES-df Platform and the entire contents of the SCOPES-df Platform (including without limitation, material on Discussion Space (as defined below)) is provided for informational purposes only and your reliance thereon is at your own risk.
22. In order to upload and share information regarding the SCOPES-df project and participate in the discussion it is necessary to register and create a SCOPES-df Platform account.

### **Creating a SCOPES-df Platform account**

23. In order to use the SCOPES-df Platform, you need to create a SCOPES-df Platform account. You create an account by providing Fab Foundation with username and email address and creating a password (hereinafter "**Account Information**").
24. You are the only responsible for maintaining the accuracy, completeness and confidentiality of your Account Information, and you will be responsible for all activities that occur under your account, including activities of others to whom you have provided your Account Information. Fab Foundation is not be liable for any loss or damage arising from your failure to provide accurate information or to keep your Account Information secure. If you discover any unauthorized use of your Account Information or suspect that anyone may be

able to access your private User Content, you should immediately change your password and notify the Customer Support team at the following address [scopesdf@fabfoundation.org](mailto:scopesdf@fabfoundation.org).

### **Using the SCOPES-df Platform and uploading User Content**

25. Your use of the SCOPES-df Platform shall be in accordance with these Terms. You agree that you are the only responsible for your own conduct and all conduct under your account.
26. Once your account is created and you accept these Terms, we grant you a limited, non-exclusive license to use the SCOPES-df Platform subject to these Terms, for so long as you are not barred from using the SCOPES-df Platform under the laws applicable to you, until you voluntarily close your account or until we close your account pursuant to these Terms. You do not obtain any other right or interest in the SCOPES-df Platform.
27. In order to upload and share information regarding the SCOPES-df project and participate in the discussion it is necessary to register and create a SCOPES-df Platform account.
28. If you create, introduce, make accessible, submit, post, or display any content into or on the SCOPES-df Platform, including without limitation any activities, projects, curriculum, other learning materials, biography, photograph, and comments (hereinafter, the "**User Content**"), you are solely responsible for such User Content. This applies whether the User Content is kept private, shared or transmitted using the SCOPES-df Platform or any third party application or services integrated with the SCOPES-df Platform.
29. Fab Foundation is not liable for the User Content or accuracy of any information, and shall not be responsible for any acts taken or decisions made based on such information.
30. Fab Foundation does not select or screen User Content, and does not review, test, confirm, approve or verify any user data or User Content or the accuracy of it. Fab Foundation access to/storing of/use of User Content does not imply or create any liability on the part of it. However, Fab Foundation reserves the right to edit, limit or remove any such User Content in its sole discretion and will not be responsible for any User Content deleted or for your inability to submit any User Content.

### **Restricted use of the SCOPES-df Platform**

31. You agree not to use the SCOPES-df Platform in violation of the Terms, any content-specific rules published on the SCOPES-df Platform, any applicable law or for any illegal purpose nor to post, distribute, or otherwise make available or transmit any data, software or other computer files that (i) contain a virus, trojan horse, worm or other harmful or destructive component, (ii) infringe third parties' rights (including without limitation intellectual property rights and personal rights such as rights of privacy and publicity).

32. You agree not to alter or modify any part of the SCOPES-df Platform and its related technologies nor to (or attempt to) circumvent, disable or otherwise interfere with any security related features of the SCOPES-df Platform.
33. You agree not to distribute any part of or parts of the SCOPES-df Platform, including but not limited to any User Content, in any medium without Fab Foundation's prior written authorization, unless Fab Foundation makes available the means for such distribution through functionality offered by the SCOPES-df Platform. You also agree not to access User Content through any technology or means other than those Fab Foundation may explicitly designate for this purpose.
34. You agree not to massively collect or harvest or use User Content or any other data available through the SCOPES-df Platform (including users' data such as account names), unless you agree on keeping all generated analysis data sets open and available on the SCOPES-df Platform.
35. You agree not to use the SCOPES-df Platform or any data available through the SCOPES-df Platform for commercial use unless you obtain Fab Foundation's prior written approval nor to solicit, for such commercial purposes, any users of the SCOPES-df Platform with respect to their User Content.
36. You agree not to: be obscene, offensive, pornographic, fraudulent, deceptive, defamatory, threatening, harassing, abusive, slanderous, hateful, or cause embarrassment to any other person as determined by Fab Foundation in its sole discretion; deliberately mislead anyone as to your identity, impersonate another, or falsely identify the source of any User Content; allow another person or entity to use your identity in order to access the SCOPES-df Platform or post or view User Content; post the same User Content more than once; engage in conduct deemed by Fab Foundation to be in conflict with the spirit or intent of the SCOPES-df Platform, including without limitation, by disrupting the flow of dialogue in the Discussion Space (as defined below), posting comments that are not related to the topic being discussed, restricting any other user from using or enjoying the SCOPES-df Platform, or exposing Fab Foundation or another to any liability or detriment of any kind; or engage in cheating or any other activity deemed by Fab Foundation to be in conflict with the spirit or intent of the SCOPES-df Platform.
37. You agree that you are solely responsible for (and that Fab Foundation has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences of any such breach.

### **User Content rights and licenses**

38. You hereby grant a license to the User Content to Fab Foundation under and pursuant to the Creative Commons Attribution-Non-Commercial 4.0 International license. Without limitation of any other rights granted to Fab Foundation, you expressly agree that Fab Foundation may adapt the User Content to create modified User Content (the "Curated Content") and that Fab Foundation may post the User Content and/or the Curated Content on the

SCOPES-df Platform with attribution to you. To the extent that any other rights are needed for Fab Foundation to use the User Content and the Curated Content, you hereby grant Fab Foundation a nonexclusive, worldwide, royalty-free, right and license to exercise all rights in the User Content and Curated Content needed for Fab Foundation to use the User Content and the Curated Content for non-commercial purposes. You represent and warrant that you have all rights to grant the licenses herein and that the User Content and, with respect to your contributions, the Curated Content, do not infringe or violate the rights of any party, including without limitation any intellectual property rights or rights of privacy or publicity.

39. You understand that the Curated Content and User Content will:
1. Be intended to include clear learning objectives, and STEM related content for K-12 learners;
  2. Be intended to utilize digital fabrication tools and/or practices;
  3. Attribute you as the source of the original User Content; and
  4. Be made available and licensed by Fab Foundation to others, including without limitation to users of the SCOPES-df Platform, under the Creative Commons Attribution-NonCommercial 4.0 International license.
40. A summary of this Creative Commons Attribution-NonCommercial 4.0 International license is available on the Creative Commons website at <https://creativecommons.org/licenses/by-nc/4.0/>. The full license is available at <https://creativecommons.org/licenses/by-nc/4.0/legalcode>. Fab Foundation recommends that you review the full license and consult with a lawyer if needed to understand the implications of this license.
41. Without limitation of any other rights granted to Fab Foundation under these Terms, by using the SCOPES-df Platform and uploading you grant Fab Foundation a limited license in order to make your data and contents accessible and usable on the SCOPES-df Platform. Thus, you grant Fab Foundation a license to display, execute, and distribute any of your User Content and to modify for technical purposes and reproduce such Users' Content to enable Fab Foundation to operate the SCOPES-df Platform. You also agree that Fab Foundation has the right to elect not to accept, post, execute, store, display, publish or transmit any User Content. You agree that these rights and licenses are royalty free, irrevocable and worldwide (perpetual or for so long as your Users' Content is accessible on the SCOPES-df Platform), and include a right for Fab Foundation to make such User Content available to, and pass these rights along to, others with whom this latter has contractual relationships related to the provision of the SCOPES-df Platform, solely for the purpose of providing SCOPES-df Platform's services, and to otherwise permit access to or disclose your User Content to third parties if it determines such access is necessary to comply with its legal obligations.

42. Fab Foundation enables you to use a variety of third party services and applications that interact with the SCOPES-df Platform and your Users' Content, and you should review the access rights you provide to those services or applications, as you may enable them to access your User Content through your agreements with those parties.
43. You also represent and warrant that, by submitting User Content to the SCOPES-df Platform and granting Fab Foundation the rights described in these Terms, you are not infringing the rights of any person or third party.

### **Discussion Space**

44. Fablab.io offers a discussion space (the "Discussion Space") which, as a forum, helps to engage the community and to boost the collaboration and co-creation among users. The Discussion Space serves as an information, learning and communication resource.
45. Users are able to participate, access and generate User Content in the Discussion Space integrated in the SCOPES-df Platform. Users must operate with good practices in the generation of User Content in the Discussion Space. Fab Foundation has the right to remove such User Content and any User reference which could contravene applicable law or regulations or which could attack the image, reputation or integrity of other users or third parties who are not part of the community or for any other reason in Fab Foundation's sole discretion.
46. For clarification, but not limitation, if you use the Discussion Space, you are solely responsible for your own User Content, the consequences of posting your User Content, and your reliance on any information in the Discussion Space or other areas of the SCOPES-df Platform. In the event that you feel threatened or believe that someone else is in danger, you should contact your local law enforcement agency immediately. Any information you share, including without limitation any discussions with others, in any online Discussion Space is by design open to the public and is not private. Fab Foundation reserves the right to, but shall not be obligated to, record any dialogue or exchanges in the Discussion Space. Fab Foundation shall have no responsibility for any actions taken, or failures to take action, with respect to the Discussion Space or any User Content. As with any public forum on any website, the information you post may show up in third-party search engine results.

### **Changes to the SCOPES-df Platform**

47. We retain the right, in our sole discretion, to implement new elements as part of and/or ancillary to the SCOPES-df Platform, including changes that may affect its previous mode of operation.
48. We also reserve the right to establish limits to the nature or size of storage available to you, the number of transmissions and email messages, execution

of your program code, your User Content and other data, and impose other limitations at any time, with or without notice.

49. You agree that Fab Foundation has no responsibility or liability as a result of, without limitation, the deletion of, or failure to make available to you, any User Content. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the SCOPES-df Platform.

### **Termination**

50. You may close your SCOPES-df Platform account at any time, for any reason (or no reason), and you do not even have to give us notice.
51. Fab Foundation may suspend access to your account, or close your account according to these Terms. Reasons for Fab Foundation suspending or closing your account may include, without limitation: (i) breach or violation of these Terms or any other agreement between you and Fab Foundation and related to the use of the SCOPES-df Platform, (ii) the discontinuance or material modification of the SCOPES-df Platform (or any part thereof) (iii) unexpected technical or security issues or problems, or (iv) any reason in its sole discretion. In most cases, in the event we elect to close your account, we will provide at least 30 days advance notice to you at the email address you have provided at the creation of the account. After the expiration of this notice period, you will no longer be able to retrieve User Content contained in that account or otherwise use the SCOPES-df Platform through that account. Following the termination of this Agreement, your account(s), or the SCOPES-df Platform, Fab Foundation shall retain all rights to the User Content pursuant to this Agreement.
52. Fab Foundation shall not be liable to you or any third party for termination of the SCOPES-df Platform.
53. All disclaimers, limitations of warranties and damages, and confidential commitments set forth in these Terms of Use or otherwise existing at law survive any termination, expiration of these Terms of Use.

### **Third-Party Links, applications or APIs**

54. We may include or recommend third party resources, materials and developers and/or links to third party websites and applications as part of, or in connection with, the SCOPES-df Platform. We have no control over such sites or developers and, accordingly, you acknowledge and agree that (i) we are not responsible for the availability of such external sites or applications; (ii) we are not responsible or liable for any User Content or other materials or performance available from such sites or applications and (iii) we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such User Content, materials or applications.

### **Indemnity and Release**



55. You agree to indemnify and hold Fab Foundation, its subsidiaries, affiliates, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to your use of any of the SCOPES-df Platform, your User Content, any violation of these Terms of Use or any other actions connected with your use of the SCOPES-df Platform (including all actions taken under your account). In the event of such claim, we will provide notice of the claim, suit or action to the contact information we have for the account, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.
56. You forever release, discharge, and covenant not to sue Fab Foundation from any and all liability, claims, actions, and expenses that may arise, whether caused by the negligence of Fab Foundation, or otherwise, in connection with your use of the SCOPES-df Platform or your interaction with any party through or as a result of the SCOPES-df Platform. In other words, you agree that you cannot sue the Fab Foundation if anything happens to you or your property in connection with your use of the SCOPES-df Platform or your interaction with any party through or as a result of the SCOPES-df Platform. You agree that the provisions in this section will survive any termination of your account(s), the SCOPES-df Platform, or this Agreement.

**The SCOPES-df Platform is Available "As Is."**

57. The SCOPES-df Platform is Available "As Is." YOU EXPRESSLY UNDERSTAND AND AGREE THAT:
  - 57.1. YOUR USE OF THE SCOPES-DF PLATFORM IS AT YOUR SOLE RISK. THE SCOPES-DF PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, Fab Foundation EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT;
  - 57.2. Fab Foundation DOES NOT WARRANT THAT (i) THE SCOPES-DF PLATFORM WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE SCOPES-DF PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) ALL ERRORS IN THE SOFTWARE OR SCOPES-DF PLATFORM WILL BE CORRECTED;
  - 57.3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SCOPES-DF PLATFORM IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEMS OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL;
  - 57.4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Fab Foundation OR THROUGH OR FROM THE SCOPES-DF PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

58. Until further notice the SCOPES-df Platform is provided as a Beta software release which means THERE IS NO SERVICE LEVEL AGREEMENT AND NO WARRANTY OF SERVICE AVAILABILITY.

### **Limitation of Liability**

59. YOU EXPRESSLY UNDERSTAND AND AGREE THAT Fab Foundation, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND SUCCESSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF Fab Foundation HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM:
- 59.1. THE USE OR THE INABILITY TO USE THE SCOPES-DF PLATFORM;
  - 59.2. UNAUTHORIZED ACCESS TO OR THE LOSS, CORRUPTION OR ALTERATION OF YOUR TRANSMISSIONS, USER CONTENT OR DATA;
  - 59.3. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING THE SCOPES-DF PLATFORM;
  - 59.4. Fab Foundation ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM;
  - 59.5. YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION;
  - 59.6. THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING OR INTEGRATING WITH THE SCOPES-DF PLATFORM;
  - 59.7. THE TERMINATION OF YOUR ACCOUNT IN ACCORDANCE WITH THESE TERMS; OR
  - 59.8. ANY OTHER MATTER RELATING TO THE SCOPES-DF PLATFORM.
60. NOTHING IN THESE TERMS IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED.

### **Governing Law/Waiver of Injunctive Relief.**

61. This Agreement and all aspects of the SCOPES-df Platform will be governed by and construed in accordance with the internal laws of the United States and the Commonwealth of Massachusetts governing contracts entered into and to be fully performed in Massachusetts (i.e., without regard to conflict of laws provisions) regardless of your location. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below),

you agree not to commence or prosecute any action in connection therewith other than in the state or federal courts located in Boston, Massachusetts, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts located in Boston, Massachusetts.

62. You acknowledge that the rights granted and obligations made hereunder to Fab Foundation are of a unique and irreplaceable nature, the loss of which will irreparably harm Fab Foundation and which cannot be replaced by monetary damages alone so that Fab Foundation will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for monetary damages (if any).
63. To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and Fab Foundation agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. You will send your notice to The Fab Foundation, 50 Milk Street, 16th Floor, Boston, Massachusetts, USA 02109.
64. **Mandatory Arbitration.** If you and Fab Foundation are unable to resolve a Dispute through informal negotiations within 30 days, either you or Fab Foundation may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration will be commenced and conducted under the Streamlined Arbitration Rules and Procedures (the "Rules") of JAMS, which is available at the JAMS website [www.jamsadr.com](http://www.jamsadr.com). The determination of whether a Dispute is subject to arbitration will be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation will be governed by the Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so.
65. Notwithstanding the above, you and Fab Foundation agree that arbitration will be limited to the Dispute between Fab Foundation and you individually. To the full extent permitted by law, (a) no arbitration will be joined with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.
66. You and Fab Foundation agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration:

(a) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Fab Foundation's intellectual property rights; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for injunctive relief or to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

## **Miscellaneous**

67. No party shall be liable for any performance failure, delay in performance, or lost data under these Terms due to causes beyond that party's reasonable control and occurring without its fault or negligence.
68. The failure of Fab Foundation to partially or fully exercise any right shall not prevent the subsequent exercise of such right. The waiver by Fab Foundation of any breach shall not be deemed a waiver of any subsequent breach of the same or any other term of these Terms of Use. No remedy made available to Fab Foundation by any of the provisions of these Terms is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and in addition to every other remedy available at law or in equity.
69. All products, company names, brand names, trademarks and logos are the property of their respective owners.
70. Child Online Protection Act Notification. Pursuant to 47 U.S.C. § 230(d) as amended, Fab Foundation hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying providers of such protection is available on the websites StaySafeOnline (<http://staysafeonline.org/stay-safe-online/>), GetNetWise (<http://kids.getnetwise.org/>), and OnGuardOnline (<http://www.onguardonline.com/>). Please note that Fab Foundation is not affiliated with the above listed sites, nor is the above intended as an endorsement of any of the products or services listed on such sites.
71. Fab Foundation may assign this Agreement to any party at any time without any notice to you. You may not assign this Agreement without Fab Foundation's prior written consent.
72. The section headings used in this Agreement are for convenience only and will not be given any legal import. You agree that this Agreement will not be construed against Fab Foundation by virtue of having drafted it. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.
73. Statute of Limitations. You and Fab Foundation both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the SCOPES-df Platform or this Agreement must be filed

within ONE (1) YEAR after such claim or cause of action arose or will be forever barred.

74. **Objectionable Content/Copyright Takedown:** If you believe your rights have been violated by, or you otherwise object to, any posting, content or information on the SCOPES-df Platform, please contact us promptly so we can evaluate the claim and take appropriate action. If your complaint includes a claim of copyright infringement, the following policy will apply:

**Copyright Policy:** It is Fab Foundation's policy to respond promptly to claims of copyright infringement, and to remove, or disable access to, infringing material. If you believe that any of the content or materials appearing on this SCOPES-df Platform contain infringements, please send a notice to our designated agent at the address stated below. Your notice should contain the following: a physical or electronic signature of a person (i.e., claimant) authorized to act on behalf of the copyright owner; identification of the copyrighted work claimed to be infringed; identification of the content or material claimed to be infringing; a reference or link to the infringing material or activity, or the subject of the infringing activity, including information to enable us to locate that material or reference; the address, telephone number or email address of the claimant; a statement that the claimant has 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 notice is accurate and, under penalty of perjury, that the claimant is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Fab Foundation will also terminate a user's account if a user is deemed to be a repeat infringer, namely, one who has been notified of bona fide infringing activity more than twice. Our designated agent, to whom you should direct your infringement claim (or other complaints), is:

**Attention:** Sonya Pryor-Jones

The Fab Foundation  
50 Milk Street  
16th Floor  
Boston, Massachusetts, USA 02109

**Telephone Number:** (857) 333-7777

**E-mail:** [sonya@fabfoundation.org](mailto:sonya@fabfoundation.org)