

Design Our Future User Agreement

Version August 4, 2023

The following User Agreement (“Agreement”) governs the use of Design Our Future, Inc. (“Design Our Future”) websites and pages located at DesignOurFuture.org and other Design Our Future websites (“Design Our Future Websites”), as well as interactions related to engagement with Design Our Future, including challenge competitions and other communications (“Design Our Future Interactions”) including our directors, officers, employees, judges, interns, agents, and others (the “Design Our Future Team”) (all collectively the “Services”).

Please read the rules contained in this Agreement, which can be accessed at any time, carefully.

Your use of any aspect of any Design Our Future Websites will constitute your consent to comply with this Agreement. If you cannot agree with these rules, please do not use the Design Our Future Websites or any of the Services.

Please note that certain parts of Design Our Future Websites or Design Our Future Interactions may have separate rules, terms of use, and privacy policies (“Special Terms”), which will govern your use of those Design Our Future Websites and Design Our Future Interactions). In the event that there is a conflict between the Special Terms and this Agreement or the Design Our Future Privacy Policy, the Special Terms shall govern, followed by the Design Our Future Privacy Policy, and then this Agreement.

The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page. Continued access of the Design Our Future Websites or any Services by you will constitute your acceptance of any changes or revisions to the Agreement.

Your failure to follow these rules, whether listed below or in notifications posted at various points in the Design Our Future Websites or through notifications provided during Design Our Future Interactions, may result in suspension or termination of your access to Design Our Future Websites or Design Our Future Interactions, without notice.

*****Note: If you utilize the Design Our Future Websites, you are entering into a legally binding agreement by accepting this User Agreement, our Privacy Policy, and Special Terms, if applicable.*****

Introduction

Design Our Future offers challenge competition opportunities to United States (“U.S.”) high school students and their parents/legal guardians (“Users” or each a “User”), including Design Our Future Websites and Design Our Future Interactions for conversations and collaborations with us and among our Users.

Participation

Eligibility – You promise that you are eligible to enter into this Agreement and you are not already restricted from using the Services. Certain Services may only be used with the delivery of a Design Our Future parent or legal guardian consent form.

Usership – As a User, you agree to follow the law and the terms of this Agreement, Privacy Policy, and Special Terms.

Notices and Service Messages – You consent to us using our Design Our Future Websites, email, phone, and mail to provide you with important notices. Also, you agree certain additional information can be shared with us. If the contact information you provide is not up to date, you may miss out on these notices. You agree that we may provide notices to you in the following ways: (1) a banner notice on the Design Our Future Websites, (2) an email sent to an address you provided, or (3) through other means including phone or mail. You agree to keep your contact information up to date.

Utilization

Appropriate Utilization – Appropriate utilization of the Services, by you, will mean that you will comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements. In addition, you will provide accurate information to us and keep it updated and use the Services in a professional manner. Relevant lively discussion, debate, or disagreement is encouraged, but make a case for your point of view. Assume the good intentions of other Users, and treat all Users with respect. The Design Our Future Websites and Design Our Future Interactions are intended to promote constructive discussions.

Inappropriate Utilization – Inappropriate utilization, which provides immediate grounds for termination of your use of the Services means that you will not:

- Disclose information that you do not have the right to disclose (such as confidential information of others (including your employer) or non-public information of others (including your employer));
- Act dishonestly or unprofessionally, including by submitting inappropriate, inaccurate, or objectionable content;
- Add any content that you do not own or have some other legal right to add;
- Misrepresent your affiliations with a person or entity, past or present;
- Misrepresent your identity;
- Harass, abuse, threaten, insult, use derogatory or similarly offensive words to, or harm another person in any way, including based on race, color, ethnicity, immigration status, national origin, religion or faith, sex or gender identity, sexual orientation, disability, medical condition, or criminal history;
- Act in an unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable manner;
- Use profanity, violent, hate-based language, or other insulting words or imagery;
- Marginalize any individuals or groups;
- Send spam or other unwelcome communications to others;
- Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights, or other proprietary rights;
- Violate the intellectual property or other rights of Design Our Future;
- Submit any unsolicited messages or unauthorized advertising, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of unauthorized solicitation;
- Submit anything that contains software viruses, worms, or any other harmful code;
- Manipulate identifiers in order to disguise the origin of any message or submission transmitted through the Services;

- Copy or use the information, content, or data of others available on the Services (except as expressly authorized);
- Copy, modify or create derivative works of any intellectual property of Design Our Future or the Services;
- Reverse engineer, decompile, disassemble, decipher, or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof;
- Imply or state that you are affiliated with or endorsed by Design Our Future without express consent;
- Rent, lease, loan, trade, sell/re-sell access to the Services or related any information or data;
- Remove any copyright, trademark, or other proprietary rights notices contained in or on our Services;
- Remove, cover, or obscure any advertisement included on the Services;
- Share or disclose information of others without their express consent;
- Use manual or automated software, devices, scripts robots, other means, or processes to access, “scrape,” “crawl” or “spider” the Services or any related data or information;
- Use bots or other automated methods to access the Services, add or download contacts, send, or redirect messages;
- Monitor the Services' availability, performance, or functionality for any competitive purpose;
- Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services;
- Access the Services, except as expressly provided by Design Our Future;
- Override any security feature of the Services; and/or
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms).

Management – Unprofessional, false, misleading, profane, discriminatory, or defamatory comments are not appropriate for the Services.

No Endorsement – Design Our Future does not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on Design Our Future Websites, unless expressed by Design Our Future employees, officers, consultants, or other agents. Any information or material placed online, including advice and opinions, are the views and responsibility of those making the comments and do not necessarily represent the views of Design Our Future, unless provided by Design Our Future employees, officers, consultants, or other agents.

License – By submitting any information or content, the User acknowledges that he/she owns the rights to the information or content and grants Design Our Future, a royalty-free, worldwide, transferable and sublicensable right to use, improve, copy, modify, distribute, correct, translate, publish, and process, information and content, in whole or in part, that you provide through our Services, without any further consent, notice and/or compensation to you or others; however, such license shall not apply to any information or content related to patent applications submitted prior to such submission or patents issued prior to such submission. If you do not own the rights to information or content submitted, you must use an appropriate credit.

Service Availability – We may change or discontinue any of our Services. We cannot promise to store or keep showing any information and content you have submitted. We may change, suspend, or end any Services, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you. You agree that we have no obligation to

store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

Other Content, Sites and Apps – When you see or use others' content and information posted on our Services, it is at your own risk. Third parties may offer their own products and services through the Services, and we are not responsible for those third-party activities, unless explicitly stated. By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive, or otherwise harmful. Design Our Future generally does not review all content provided by our Users. You agree that we are not responsible for third parties' (including other Users') content or information or for any damages as result of your use of or reliance on it. You are responsible for deciding if you want to access or use third-party sites that link from our Services.

Limits – We have the right to limit how you connect and interact with our Services. We are providing you notice about our intellectual property rights. Design Our Future reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Users. Design Our Future reserves the right to restrict, suspend, or terminate your use of the Services, if we that you may be in breach of this Agreement or law or are misusing the Services (including violating this Agreement).

Reservation of Rights – Design Our Future reserves all of its intellectual property rights in the Services, including content, information, software code, and other data, as well as trademarks, service marks, graphics, and logos used in connection with the Design Our Future Websites and Design Our Future Interactions that are trademarks or registered trademarks of Design Our Future. Other trademarks and logos used in connection with the Services may be the trademarks of their respective owners.

Disclaimer, No Warranty, and Limitation of Liability

Disclaimer – The reference on any Design Our Future Websites to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by Design Our Future, unless specifically indicated by Design Our Future. The views and opinions of Users expressed herein do not necessarily state or reflect those of Design Our Future, and shall not be used for advertising or product endorsement purposes. With respect to documents available from the Design Our Future Websites or Design Our Future Interactions, neither Design Our Future, nor any of its employees, agents or officers, makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

No Warranty – This is our disclaimer of legal liability for the quality, safety, or reliability of our Services. TO THE EXTENT ALLOWED UNDER LAW, DESIGN OUR FUTURE (AND THOSE THIRD PARTIES THAT WORK TO PROVIDE THE SERVICES), (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN “AS IS” AND “AS AVAILABLE” BASIS. SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

Exclusion of Liability – These are the limits of legal liability we may have to you. TO THE EXTENT PERMITTED UNDER LAW, DESIGN OUR FUTURE (AND THOSE THIRD PARTIES THAT WORK TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OR CHANGES TO YOUR INFORMATION OR CONTENT). THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND DESIGN OUR FUTURE AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF DESIGN OUR FUTURE HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE. SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

Termination

Design Our Future or you may terminate this Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Users' rights to further re-share content and information you shared through the Services to the extent copied or re-shared prior to termination; and
- Any other rights that Design Our Future may continue to have under this Agreement.

Templates, Forms, and Other Tools

All templates, forms, and other tools provided on Design Our Future Websites or through Design Our Future Interactions are made available for reference only and are not considered to be provided by any attorney or legal counsel. Thus, as provided for in this Agreement, we make no warranty regarding their suitability for use and hold no liability for your use of these templates, forms, and other tools, and, similarly, you will abide by the covenant not to sue and liability limitations set forth in this Agreement when using these templates, forms and other tools. We encourage and recommend that you review any and all potentially legally binding documents created in Design Our Future Websites and Design Our Future Interactions with competent legal counsel.

Taxes and Reporting

If applicable, you are responsible for payment and reporting of any taxes related to your usage of the Design Our Future Websites and Design Our Future Interactions. We are not obligated to determine the applicability of any taxes or to remit, collect or report any such applicable taxes. Users who are U.S. citizens or other U.S. persons, as defined in Internal Revenue Service (“IRS”) Form W-9 may be required to provide a completed IRS Form W-9, to be updated annually, or upon any change in the User’s tax status and/or change in the User’s name or taxpayer identification number (TIN) to support certain capabilities of the Services. Other Users may be required to provide the data necessary to complete the necessary tax reporting forms, to be updated annually, or upon any change in the Users’ tax status and are required to complete IRS Form W-9 to support certain capabilities of the Services.

Dispute Resolution

In the unlikely event we end up in a legal dispute, it will take place in the Federal and state courts applicable to the State of West Virginia, applying laws of the United States of America and the State of West Virginia, excluding its conflict of laws rules.

General Terms

If a court with authority over this Agreement finds any part of it not enforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Agreement. This Agreement (including additional terms that may be provided by us when you engage with a feature of the Services as Special Terms) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services. If we do not act to enforce a breach of this Agreement that does not mean that Design Our Future has waived its right to enforce this Agreement. You may not assign or transfer this Agreement (or your Usership or use of Services) to anyone without our consent. However, you agree that Design Our Future may assign this Agreement to its affiliates or a party that buys it without your consent. There are no other third-party beneficiaries to this Agreement. We reserve the right to change the terms of this Agreement and will provide you notice if we do and we agree that changes cannot be retroactive. If you do not agree to these changes, you must stop using the Services.

You agree that the only way to provide us legal notice is at the addresses provided in this Agreement.

Complaints Regarding Content

We respect the rights of others. We require that information submitted by Users be accurate and not in violation of the intellectual property rights or other rights of third parties. Also, as noted, unprofessional, false, misleading, profane, or defamatory comments are not appropriate for this site. We provide a policy and process for complaints concerning content submitted by our Users.

How to Contact Us

If you want to send us notices or service of process, please contact us via email at: questions@designourfuture.org or by physical mail at: Design Our Future, Inc., 3592 Collins Ferry Road, Suite 250, Morgantown, WV 26505.