

PLTW.org and myPLTWorg Terms of Service

Welcome to the websites located at PLTW.org and myPLTW.org (collectively, the "Site") of Project Lead The Way, Inc. ("PLTW"). The Site is made available as part of the educational activities of PLTW to assist and support educational institutions in empowering students to thrive in an evolving world.

Terms of Service.

The Terms of Service outlined below govern your use of and access to the information and services provided on the Site. Please review the Terms of Service carefully. Your continued use of the Site constitutes your agreement to the Terms of Service and all documents linked thereto or incorporated by reference, including but not limited to the Privacy Policy and, for PLTW entities, the PLTW Terms and Conditions. Use of the Site is voluntary and not required. If you do not agree to be bound by the Terms of Service, you should not access or use the Site. PLTW may modify the Terms of Service at any time and at its sole discretion. Please check back periodically for any changes to the Terms of Service as changes will be effective as of the date we post the revised version on this Site. Your continued use of this Site after we have posted the revised Terms of Service constitutes your agreement to be bound by the revised Terms of Service and all documents linked thereto or incorporated by reference, including but not limited to the Privacy Policy and, for PLTW entities, the PLTW Terms and Conditions. Should you have any questions regarding the Terms of Service, please contact PLTW at solutioncenter@pltw.org.

Privacy Policy.

Our Privacy Policy describes how we collect and use information when you and others use this Site. It also describes some of the steps we take to protect your privacy. Our Privacy Policy is part of these Terms of Service. By agreeing to these Terms of Service, you are also consenting to our collection and use of your information in accordance with our Privacy Policy. Please review our Privacy Policy.

Product-Specific Terms. Certain areas of the Site, including, but not limited to, the areas of the Site through which you may purchase certain products, may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions ("Product-Specific Terms"). If there is a conflict between these Terms of Service and the Product-Specific Terms, the Product-Specific Terms will control with respect to your use of or access to those products/services.

Eligibility. This Site features online shopping and social networking interaction ("myPLTW Community"). You must be 18 years of age or older to participate in such activities. By ordering a product or service or engaging in myPLTW Community on the Site, you represent that you are 18 years of age or older. Some of the features on the Site may be used by a minor; however, a parent and/or guardian must create and manage any Account (as defined below) and that parent/guardian will be considered the Registered User (as defined below). Any use of an Account by a minor shall be deemed use by the Registered User, and the Registered User is also entering into these Terms of Service on behalf of his/her minor.

Account. In order to access or use certain features of the Site, you may be required to create an account ("Account") and become a "Registered User" of the Site.

You may create your own Account, or your Account may be assigned to you by an administrator, such as an educational institution.

If you are using an Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account. During the registration process you may be required to provide certain information and establish a username and a password. By registering for an Account, you represent and warrant that you are not a minor. You agree to provide accurate, current and complete information during the registration process and to update your information as needed. PLTW reserves the right in its sole discretion to refuse to keep

You are responsible for safeguarding your password and for restricting access to your computer. You agree to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions and that all use under your Account shall be deemed to be use by you. You will immediately notify us of any unauthorized use of your Account. Transfer of an Account by you to any other person or entity without our prior written permission is strictly prohibited.

Products. Products offered on the Site constitute a selection of those that meet PLTW's curriculum specifications. If you wish to avail yourself of a broader choice, you are invited to contact PLTW at solutioncenter@pltw.org. The products on the Site are described as clearly as possible to help you understand the essential characteristics of the goods that are offered, before the customer makes a final decision to purchase those goods. We do this to ensure compliance with laws, as well as in fairness to customers. PLTW will not be liable if, in spite of all the care taken by PLTW, there are inaccuracies in the presentation on the Site. However, if informed of the inaccuracy, PLTW will seek to promptly correct the description. **PLTW DOES NOT WARRANT THAT ITEM DESCRIPTIONS OR OTHER CONTENT OF THE WEBSITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.** If a product offered on the Site is not as described, your sole remedy is to return the product, or cancel the purchase, under our Return & Cancellation Policy.

1. PLTW will accept return of unopened and unused product for a credit within thirty (30) days of receipt. Prior to the return of any product, please contact PLTW at productsupport@pltw.org to obtain a return authorization number. PLTW reserves the right to charge restocking fees up to fifteen percent (15%) of the sales price of the returned product.
2. **Prices.** Prices are firm and final and are expressed in US dollars. All applicable taxes are included in the order confirmation. PLTW reserves the right to modify prices at any time, without notice. Items ordered are invoiced at the price in effect on the day of the order. Despite our best efforts, some of the items on the Site may be mispriced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. Standard shipping and processing charges are included in the sale price for products available for purchase on the Store, except as otherwise provided. PLTW reserves the right to charge you additional shipping charges for orders shipped outside of the 48 contiguous states of the United States. Some optional premium shipping services may be made available from our freight carriers, including expedited shipping, lift-gate service, driver assist, de-palletizing freight, driver detention and/or inside delivery. You are responsible for any such optional premium shipping services, which shall be billed directly from the carrier. We encourage you to print and maintain a copy of your purchase order for your records.
3. **Payment.** Payment, expressed in US Dollars, shall be made exclusively online through the Site via MasterCard, Visa, American Express, Discover or a PLTW purchase order. PLTW will charge your credit card upon order submission.
4. **Shipment.** Items may be delivered by FedEx, UPS, USPS or other commercial carriers. Any delivery times provided on the Site are estimates only. Exceeding these times shall in no event be held against PLTW or give rise to any cancellation of the contract or to any indemnity whatsoever for damages and interest. The risk of loss and title for such items is on the customer should an item be lost or damaged in transit. Items are always shipped at the risk of the customer, who must check their good condition at delivery. Any problem concerning delivery (damaged parcels, items missing from the PLTW invoice accompanying them, etc.) must be brought to the attention of PLTW within thirty (30) days by contacting PLTW via email at productsupport@pltw.org.

Order. A guided search allows you to find a selection of items from PLTW's collection of programs, courses and products available on the Site. You may then make your choice from this selection in order to place your order. Your order is carried out in three steps:

1. The first step consists of approval by you of the programs, courses or products and services chosen for your order. This action is effected by clicking on the "PROCEED TO CHECKOUT" button.
2. The second step consists of your entry of the necessary pieces of identification and other information required for the execution of the order. You must have created an Account through the Site that includes your contact information, and you must include your payment information.
3. The third step consists of the final approval of the order. You will be presented with a summary of the order, including all items selected, delivery, payment information and billing addresses, the total amount of the said items, taxes, and

shipping and processing costs. At this point, you will verify the summary of the order and make, if desired, any modifications to it. After such modifications, you will be presented with a new summary of the order so modified. Any order whether modified or not must receive final approval on the part of the customer, based on the summary described. This action is effected by clicking on the "PLACE ORDER" button. This click constitutes an electronic signature that has, between the parties, the same validity as a handwritten name. Once you click the "PLACE ORDER" button, the purchase order is valid and binding.

PLTW commits to preparing the order in the shortest possible time.

Monitoring and Enforcement. While PLTW has the right to monitor activity and content associated with the Site, it is not obligated to do so. PLTW does not guarantee the accuracy, integrity or quality of the Site or its content. PLTW may investigate complaints that come to its attention regarding the Site and may take any action that it believes is appropriate, including, but not limited to, issuing warnings, removing the content or terminating accounts and/or subscriptions. However, because situations and interpretations vary, PLTW also reserves the right not to take any action. Any opinions, advice, statements, information, content or other material posted by any third party do not reflect the opinions or positions of PLTW. If at any time PLTW chooses, in its sole discretion, to review the Site and/or postings for content, it nonetheless assumes no responsibility for the content, no obligation to modify any inappropriate content and no responsibility for the conduct of the user submitting any such content. PLTW reserves the right, in its sole discretion, to reject, refuse to post or remove any posting or to restrict, suspend or terminate access to all or any part of the Site at any time, for any or no reason, with or without prior notice, and without liability.

Intellectual Property Ownership and Rights. PLTW owns all rights in the Site.

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To the extent that the Site includes materials, documents or software to be downloaded to your computer (collectively, "Software"), the Software is considered part of the Site and may be used only in connection with the authorized implementation of the PLTW Program and for no other purpose. You may not alter or distribute the Software or associated data files, except as permitted by license from PLTW. You expressly agree that you will be solely responsible for any damage to your computer system or loss of data that results from your access to the Software.

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You understand that PLTW cannot and does not guarantee or warrant the security of the Site, or that the Site will be free of infection or viruses, worms, Trojan horses, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy and security of data, and for maintaining a means external to the Site for the reconstruction of any lost data.

PLTW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATED TO THE SITE OR ANY OF THE SERVICES OR PRODUCTS LISTED THEREIN OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ANY MATERIAL STREAMED, VIEWED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE AND ANY USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK.

Indemnification. By using this Site and accepting these Terms of Service, you agree, to the greatest extent permitted by law, to assume responsibility for, and to indemnify and otherwise hold harmless PLTW, its officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from: (i) any statements you make anywhere on the Site; (ii) your use of the Site or the programs, courses and/or products offered through the Site; (iii) unauthorized access to or alteration of your communications with or through the Site; or (iv) any other matter relating to your use of the Site or the programs, courses and/or products offered through the Site.

Enforcement of Terms. We have the right to determine whether there has been a violation of these Terms. If we determine the Terms have been violated, we have the right to determine the action that will be taken. The action to be taken may include (but not be limited to):

Immediate termination of Your right to use the Site. The termination may be temporary or permanent. Immediate removal of any content posted by you to the site. Issuance of a warning or other communication to You. Legal proceedings against You, including seeking of damages (including indemnity) recovering all costs and losses suffered as a result of Your violation of the Terms. Other forms of legal proceedings against You. Referral to law enforcement agencies for further action. We will not be liable for any damages which You may suffer as a result of the foregoing actions.

Termination. In its sole and absolute discretion, with or without notice to you, PLTW reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Site (or any part thereof).

You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of this Site. Additionally, we may terminate these Terms of Service at any time, without notice to you, if we believe, in our sole discretion, that you have breached or may breach any term or condition of these Terms of Service, or we may terminate these Terms of Service for our convenience.

Limitation of Liability. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

To the greatest extent allowed by law, PLTW specifically disclaims any liability for any damages arising out of or in any way connected with your access to or use of the Site. PLTW shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages of any sort resulting from your use of the Site or any unauthorized access to or alteration of any transmissions or data or any other matter relating to this Site. Because some jurisdictions may not allow for the exclusion of damages, PLTW's liability in such jurisdictions shall be limited to \$1.00 USD or the greatest extent allowed by the law of such jurisdiction.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, THE SITE, OR THE SERVICES MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Severability. In the event that one or more portions of these Terms of Service shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable term shall be replaced by a valid, legal and enforceable term that most nearly fulfills the intent of the original term, and the invalidity, illegality or unenforceability shall not affect any other provision contained in these Terms of Service.

No Waiver. Any delay or failure by PLTW at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision. No delay or failure by PLTW in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.

Governing Law. Any delay or failure by PLTW at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision. No delay or failure by PLTW in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.

Titles. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

Entire Agreement. These Terms of Service represent the entire understanding between you and PLTW regarding the rights and obligations of individuals who access the Site, and this agreement supersedes all prior and contemporaneous agreements and understandings between you and PLTW regarding access to the Site. These Terms of Service are binding

upon and shall inure to the benefit of you and PLTW and your respective successors, heirs, executors, administrators, personal representatives and permitted assigns.

Conduct of Users. You agree that you are solely responsible for your use of the Site.

You agree to be truthful and not misrepresent any demographic or personal information during registration. You also agree not to violate reasonable ethical, moral or professional standards in any content that you upload, post or distribute. You agree that you will not post, or permit others to post, content on the Site that i. encourages illegal activities, is fraudulent or is unlawful; ii. insults, defames, harasses or threatens others; iii. violates the copyright or intellectual property or privacy rights of others; or iv. contains obscene, vulgar, pornographic or libelous material. If you are a Registered User with permission to purchase goods on the Site, you agree to keep all sales pricing and product information confidential.

You agree that you will not collect information about third parties via the Site or use any such information for the purpose of transmitting or facilitating the transmission of unauthorized or unsolicited advertising, junk or bulk e-mail, chain letters or any other form of unauthorized solicitation. You agree that you will not engage in the systematic retrieval of data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory without PLTW's prior written consent. Screen scraping, web scraping and other data collection techniques are not permitted. You agree to comply with all applicable laws in your use of the Site.

myPLTW Community Specific Terms. The following terms are applicable to Registered Users of the myPLTW Community site.

- 1. Posting Content.** The myPLTW Community website is public for group members, and all of the posted information is considered public information because of the broad accessibility to multiple group members. PLTW has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party sites or services to which users may post links or from which users may reference content. PLTW strongly advises users to read the terms and conditions and privacy policy of any third-party site that users visit. All content posted and/or uploaded within the myPLTW Community is done voluntarily by those with user credentials, and the content is not verified by PLTW prior to the post. Therefore, you agree that PLTW shall not be responsible for information provided herein under any theory of liability or indemnity.
- 2. Personally Identifiable Information.** You are prohibited from posting content that includes personally identifiable information without Appropriate Approval and documentation. "Appropriate Approval" includes written approval from the designated PLTW Program Coordinators and the appropriate building-level or district level administrator, according to your local school policies. An example under which this prohibition could be inadvertently violated would be a graded student quiz, or data analysis for student performance that is broken down by demographic categories but includes data for groups of less than ten students. Certain legal jurisdictions treat pseudonomized data (data that replaces names, etc. with other, unrelated identifiers) as identifiable data. Users in the European Economic Area, Brazil and other jurisdictions that treat pseudonomized data as identifiable data must have the consent of the data subject and Appropriate Approval to post data.
- 3. Content Distribution.** You are prohibited from using or taking content that has been posted within myPLTW Community and distributing, sharing, or otherwise using it outside of myPLTW Community or for any purposes outside of the professional learning community purpose of myPLTW Community discussions.
- 4. Community Conduct.** In posting content to myPLTW Community, you agree that you will not:
 1. Provide any content that may be construed as political lobbying, solicitations or contributions or use myPLTW Community to link to any sites or political candidates or parties;
 2. Post outdated or inaccurate PLTW documents, materials, content, and other resources;
 3. Provide any content that markets or endorses products, materials, programs, blogs, or services whether your own or from which you, a relative, or other individual with whom you or a Registered User has a family or business relationship or will benefit or expects to financially or professionally benefit;
 4. Share confidential pricing information of any party;

5. Collect or store, or attempt to collect or store, personal data about third parties without their knowledge and consent;
 6. Harass another Registered User;
 7. Transmit any material that contains software viruses, worms, disabling code, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 8. Transmit any unsolicited or unauthorized advertising (including advertising of non-PLTW services or products), promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
 9. Transmit any material that you do not have a right to make available under any law or under contractual or fiduciary relationships;
 10. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
 11. Upload, post, email, share or otherwise transmit ("Transmit") any material that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, hateful on the basis of race, ethnicity, sex, or disability, tortious, defamatory, obscene, libelous, or is an invasion of another's privacy, as solely determined in PLTW's discretion;
 12. Violate any local, state, federal or international laws and regulations, including but not limited to the previously-listed confidentiality, copyright, trademark, trade secret, patent, and other intellectual property rights laws through content that you post, send, or receive via this Site;
5. **Misuse.** If you see content that appears to violate the rights of another, including rights of another group member, a student, an individual who is not a group member, or rights of a corporation or other business entity, please report the concern to PLTW by flagging the comment for review by PLTW within myPLTW Community. You understand and agree that PLTW may disclose your communications and activities in response to lawful requests by governmental authorities, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of PLTW or its users. You agree that in the event that PLTW exercises any of its rights hereunder for any reason, PLTW will have no liability to you. Based on the judgment of PLTW, PLTW may provide notice and information regarding users' actions, whether actual or alleged, to local school administrators and/or local or other legal authorities, including law enforcement if PLTW determines that such notification is appropriate.

DMCA Take-Down Notice

PLTW will respond to notices of alleged copyright infringement that comply with applicable law. If You believe any materials posted or displayed on or accessible on or through the Site infringe Your copyright, You may request removal of those materials (or access thereto) from the Site by submitting written notification to the PLTW Intellectual Property Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (the "DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

Your physical or electronic signature; Identification of the copyrighted work You believe to have been infringed or, if the claim involves multiple works, a representative list of such works; Identification of the material You believe to be infringing in a sufficiently precise manner to allow us to locate that material; Adequate information by which we can contact You (such as Your name, mailing address, telephone number, and, if available, an e-mail address); A statement that You have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law; A statement that the information in the written notice is accurate; and A statement, under penalty of perjury, that You are authorized to act on behalf of the copyright owner.

PLTW's designated Intellectual Property Agent to receive DMCA Notices is:

Chief Legal and Assessment Officer
5939 Castle Creek Parkway North Drive
Indianapolis, Indiana 46250

If You fail to comply with the requirements of Section 512(c)(3) of the DMCA, Your DMCA Notice may not be effective.

If You knowingly materially represent that content on the Site is infringing Your copyright, You may be liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Effective: November 2019

PLTW

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