

## TERMS OF SERVICE

*Last Revised on October 12th, 2022*

Welcome to the Terms of Service (these “**Terms**”) for the website, fastalk.org (together with any successor website, the “**Website**”), and the related mobile applications (the “**App**”) operated on behalf of Family Engagement Lab (“**Company**”, “**we**” or “**us**”), together with any content, tools, features and functionality offered on or through our Website and the App (collectively, the “**Services**”).

These Terms govern your access to and use of the Services. Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services.

For purposes of these Terms, “**you**” and “**your**” means you as the user of the Services. **Please note that Section 7 contains an arbitration clause and class action waiver. By agreeing to these Terms, you agree (a) to resolve all disputes with us through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and (b) that you waive your right to participate in class actions, class arbitrations, or representative actions. You have the right to opt-out of arbitration as explained in Section 7.**

### 1. REGISTRATION

- 1.1 In order to use the Services, you must be at least 18 years of age, reside in the United States and have a valid account. In order to register for an account, you must either receive permission from your employer or the applicable school, district, or state who has separately entered into a service agreement with us (such entity, the “**Educational Institution**”), or receive permission to access the Services directly from us as part of our pilot program. You agree not to share or distribute the verification code, invite-link or other authorization method you receive with or to any other persons.
- 1.2 If your access to the Services results from permission from the Educational Institution, your access and use may be governed by certain other terms and conditions, including those terms and conditions imposed by such Educational Institution. Furthermore, you agree that we may provide such Educational Institution with certain tools and controls over your access and Your Content you submit to its projects.
- 1.3 You are responsible for maintaining the confidentiality of the access data, including your password, for your account, and are fully responsible for all activities that occur under your account. You agree to immediately notify us of any known or suspected unauthorized use of your account or any other breach of security. We are not liable for any loss or damage arising from acts or omissions by you in connection with your account and your failure to comply with this section. You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Services’ registration form, and (b) maintain and promptly update your information to keep it true, accurate, current and complete.

### 2. LOCATION OF OUR PRIVACY POLICY

- 2.1 Privacy Policy. Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located at [https://www.familyengagementlab.org/uploads/1/0/0/1/100109266/family\\_engagement\\_lab\\_website\\_privacy\\_policy\\_052521.pdf](https://www.familyengagementlab.org/uploads/1/0/0/1/100109266/family_engagement_lab_website_privacy_policy_052521.pdf)

### 3. RIGHTS WE GRANT YOU

3.1 License Grant. We hereby permit you to use the Services for your non-commercial use only in connection with your occupation as a teacher, provided that you comply with these Terms in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services, we hereby grant you, a personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content and materials provided to you as part of the Services (and right to download a single copy of the App onto each of your applicable equipment and devices), in each case for the sole purpose of enabling you to use the Services as permitted by these Terms. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that Company, in its sole discretion, may elect to take.

3.2 Restrictions On Your Use of the Services. You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:

- (a) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;
- (b) duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
- (c) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
- (d) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
- (e) exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
- (f) access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- (g) attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services;
- (h) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
- (i) use any robot, spider, crawlers, scraper, or other automatic device, process, software or queries that intercepts, "mines," scrapes, extracts, or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
- (j) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious

or technologically harmful into our systems;

- (k) submit, transmit, display, perform, post or store any content that is inaccurate, unlawful, defamatory, obscene, lewd, lascivious, filthy, excessively violent, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, harmful, hateful, cruel or insensitive, deceptive, or otherwise objectionable, use the Services for illegal, harassing, bullying, unethical, or disruptive purposes, or otherwise use the Services in a manner that is obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, hateful, cruel or insensitive, deceptive, threatening, abusive, inflammatory, pornographic, inciting, organizing, promoting or facilitating violence or criminal or harmful activities, defamatory, obscene or otherwise objectionable;
- (l) violate any applicable law or regulation in connection with your access to or use of the Services, including the Telephone Consumer Protection Act of 1991; or
- (m) access or use the Services in any way not expressly permitted by these Terms.

3.3 Use of the App. You are responsible for providing the mobile device, wireless service plan, software, Internet connections and/or other equipment or services that you need to download, install and use the App. We do not guarantee that the App can be accessed and used on any particular device or with any particular service plan. We do not guarantee that the App will be available in any particular geographic location. As part of the Services and to update you regarding the status of deliveries, you may receive push notifications, local client notifications, text messages, picture messages, alerts, emails or other types of messages directly sent to you in connection with the App (“**Push Messages**”). You acknowledge that, when you use the App, your wireless service provider may charge you fees for data, text messaging and/or other wireless access, including in connection with Push Messages. You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services or through your mobile device’s operating system (with the possible exception of infrequent, important service announcements and administrative messages). Please check with your wireless service provider to determine what fees apply to your access to and use of the App, including your receipt of Push Messages from the Company. You are solely responsible for any fee, cost or expense that you incur to download, install and/or use the App on your mobile device, including for your receipt of push messages from the Company.

- 3.4 Mobile Software from the Apple App Store. The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to your use of the App from the Apple App Store. You acknowledge and agree that these Terms are solely between you and the Company, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store’s applicable terms of use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms. You and the Company acknowledge that Apple is not responsible for addressing any claims of yours or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (a)

product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection, privacy, or similar legislation. You and the Company acknowledge that, in the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must comply with applicable third party terms of agreement when using the App. You and the Company acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms as they relate to your use of the App, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

#### 4. OWNERSHIP AND CONTENT

- 4.1 Ownership of the Services. The Services, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content (other than Your Content), including, without limitation, the exclusive right to create derivative works.
- 4.2 Ownership of Trademarks. The Company's name and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.
- 4.3 Ownership of Feedback. We welcome feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.
- 4.4 Your Content License Grant. In connection with your use of the Services, you may be able to post, upload, or submit content to be made available through the Services ("**Your Content**"). In order to operate the Service, we must obtain from you certain license rights in Your Content so that actions we take in operating the Service are not considered legal violations. Accordingly, by using the Services and uploading Your Content, you grant us a nonexclusive, perpetual, irrevocable, royalty-free, worldwide, transferable, sublicensable license (including a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Services) to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, modify and adapt (for technical

purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) and create derivative works (either alone or as part of a collective work) from Your Content **solely for our provision of the Services to you and the Educational Institution** and to otherwise permit access to or disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above. If you are accessing and using the Services other than through an Educational Institution, you also represent and warrant that you have obtained all rights and permissions to make Your Content available through the Services and to grant us the rights set forth in this Section 4.4.

## 5. **THIRD PARTY SERVICES AND MATERIALS**

- 5.1 Use of Third Party Materials in the Services. Certain Services may display, include or make available content, data, information, applications or materials from third parties (“**Third Party Materials**”) or provide links to certain third party websites. By using the Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you.

## 6. **DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION**

### 6.1 Disclaimers.

(a) Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**the Company Entities**”) **DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.** The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (c) the operation or compatibility with any other application or any particular system or device; (d) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis; and (e) the deletion of, or the failure to store or transmit, Your Content and other communications maintained by the Services. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.

(b) **THE COMPANY ENTITIES TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES.**

(c) **YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT**

THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH THE COMPANY ENTITIES WILL BE RESPONSIBLE FOR.

- 6.2 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. SOME JURISDICTIONS (SUCH AS THE STATE OF NEW JERSEY) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 6.3 Indemnification. By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your access to or use of the Services; (d) Your Content; or (e) your negligence or willful misconduct. If you are obligated to indemnify any Company Entity hereunder, then you agree that Company (or, at its discretion, the applicable Company Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim.
7. **ARBITRATION AND CLASS ACTION WAIVER**
- 7.1 Informal Process First. You agree that in the event of any dispute between you and the Company Entities, you will first contact the Company and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action.
- 7.2 Arbitration Agreement. After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, "**Claim**") relating in any way to your use of the Company's services and/or products, including the Services, will be resolved by arbitration, including threshold questions of arbitrability of the Claim, except as permitted herein. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and

Procedures and the JAMS Consumer Minimum Standards (together, the “JAMS Rules”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). **Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. You have a right to have the arbitration conducted via telephone, or as an in-person hearing in your hometown area (if you live in the United States) or another location that is reasonably convenient to you.**

7.3 **Waiver of Class Actions and Class Arbitrations.** You and Company agree that each party may bring Claims against the other party only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, including without limitation federal or state class actions, or class arbitrations. Accordingly, under the arbitration procedures outlined in this section, an arbitrator shall not combine or consolidate more than one party’s claims without the written consent of all affected parties to an arbitration proceeding. Without limiting the generality of the foregoing, you and Company agree that no dispute shall proceed by way of class arbitration without the written consent of all affected parties.

7.4 **Costs of Arbitration.** Payment for any and all reasonable JAMS filing, administrative and arbitrator fees will be in accordance with the JAMS Rules. If the value of your claim does not exceed \$10,000, the Company will pay for the reasonable filing, administrative and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose, except that if you have initiated the arbitration claim, you will still be required to pay the lesser of \$250 or the maximum amount permitted under the JAMS Rules for arbitration claims initiated by you. You are still responsible for all additional costs that you incur in the arbitration, including without limitation, fees for attorneys or expert witnesses.

7.5 **Opt-Out.** You have the right to opt-out and not be bound by the arbitration and waiver of class provisions set forth in these Terms by sending written notice of your decision to [opt-out to support@fastalk.org](mailto:support@fastalk.org) or to the U.S. mailing address listed in the “How to Contact Us” section of these Terms. The notice must be sent to the Company within thirty (30) days of your registering to use the Services or agreeing to these Terms (or if this Section 7 is amended hereafter, within 30 days of such amendment being effective), otherwise you shall be bound to arbitrate disputes in accordance with these Terms, and the notice must specify your name and mailing address. If you opt-out of these arbitration provisions, the Company also will not be bound by them.

7.6 **Exceptions.** Notwithstanding anything in these Terms to the contrary, you may instead assert your Claim in “small claims” court, but only if your Claim qualifies, your Claim remains only in such court, and your Claim remains on an individual, non-representative and non-class basis. Further, you and the Company will have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, or if the Claim relates to intellectual property infringement or misappropriation.

## 8. ADDITIONAL PROVISIONS

8.1 **Updating These Terms.** We may modify these Terms from time to time in which case we will update the “Last Revised” date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be

effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms.

- 8.2 Termination of License and Your Account. If you breach any of the provisions of these Terms, all licenses granted by the Company will terminate automatically. Additionally, the Company may suspend, disable, or delete your Account and/or the Services (or any part of the foregoing) with or without notice, for any or no reason. If the Company deletes your Account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name. In the event of Account deletion for any reason, the Company may, but is not obligated to, delete any of Your Content, the Company shall not be responsible for the failure to delete or deletion of Your Content. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.
- 8.3 Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
- 8.4 California Residents. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.
- 8.5 Miscellaneous. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Company but may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United States. Those who choose to access the Services from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. These Terms are governed by the laws of the State of California, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in Section 7, or if arbitration does not apply, then the state and federal courts located in California.
- 8.6 How to Contact Us. You may contact us regarding the Services or these Terms at: 548 Market Street #42210, San Francisco, CA 94104 or by email at [support@fastalk.org](mailto:support@fastalk.org).