# Terms of Use

Welcome to Selectiva.org! Please read these Terms of Use ("Terms" or "Agreement t") carefully. Selectiva.org is a 501(c)(3) not-for-profit corporation that owns and operates the Selectiva.org website and associated sites ("Sites" or "Site"). Throughout this Agreement, "we," "our," and "us" means Selectiva.org unless otherwise indicated.

To use the Sites, you represent that:

- 1. You are a U.S. resident physically located in the United States;
- 2. You are at least 18 years old (or at least 13 years old and have the permission of a parent or legal guardian) and are lawfully able to enter into contracts:
- 3. You agree to comply with this legally-binding Agreement; and
- 4. You have all necessary rights and authority to use this Site and Selectiva.org's services, including (but not limited to) the right to upload content, and you have received all necessary permissions from any educational institution, school district, and students' parent(s) or legal guardian(s).

If you do not have the necessary authority, or if you do not agree with any of the terms in this Agreement, then you may not use the Sites. Any use of the Sites in violation of this Agreement is prohibited.

# **Important Note for Teachers**

As specified below, you ensure that any content you post on the Site:

- 1. Does not violate any local laws, regulations, or policies of your school and school district, and
- Does not contain pictures of or information about any student without express written permission from the student's parent(s) or legal guardian(s).

#### Services

#### This section outlines the services that our Sites provide, and that are covered in these Terms.

Selectiva.org connects public school Teachers (as defined below) seeking resources and experiences for their classroom with interested funders (referred to in these Terms as Donors), and facilitates donations to those classroom project requests. The Sites provide you access to information, data, files, and services related to Selectiva.org and its work including text, photographs, audio and video, graphics, software, logos, images, and other content (collectively, "Content"), and are subject to these Terms. Any new Content added to the Sites (including all revisions, modifications, and enhancements to the Sites) will be covered by this Agreement effective upon the date of each addition.

The Site is a platform that facilitates donations from Donors to Teachers, but Selectiva.org is not a party to any agreement between any users. Selectiva.org is not a broker, agent, financial institution, creditor, or insurer for any user, and we don't intend to provide financial, legal, tax, or other professional advice. Before making any decision regarding any donations, you should consult your financial, legal, tax, or other professional advisor as appropriate. You acknowledge that you access any content by using the Site at your own risk.

# **Our Proprietary Materials**

### This section provides information on what you can and can't do with the Content found on our Site.

Selectiva.org owns (or is licensed to use) the Sites, and the trademarks, service marks, and logos within it. These are protected by copyright, patent, trademark, and other intellectual property laws of the United States and other countries, as well as by international treaties and conventions.

The Site, including its Content, may be used solely for your personal, informational, and non-commercial purposes. You can use our logo and other Content found on www.Selectiva.org/media in alignment with the Brand Guide, also found on this page. Outside of the Content found on www.Selectiva.org/media, you may not modify, copy, scrape, augment, delete, distribute, transmit, reproduce, publish, license, monetize, create derivative works from, transfer, or sell the Content you access through our Sites, except that you may view the Site and its Content in their present form. All other uses of the Site and Content require prior written consent from Selectiva.org. All rights to this Content are reserved by Selectiva.org or their respective owners, except where noted otherwise.

We grant you limited rights to link to our Sites. By publishing a link to our Sites on your website, you warrant that the content of your website is appropriate and consistent with the stated purposes of the Sites and Selectiva.org. If this is not the case, you may not link to any Site. Selectiva.org reserves the right to rescind the right to link to its Sites at its sole discretion.

# Use and Restrictions

This section outlines the things that you can and can't do when accessing or using our Sites, regardless of whether you've set up an account.

You are responsible for using the Sites according to the Terms, and you are responsible for your activity on the Sites and for all activity that occurs under your account, should you choose to create one.

If you create an account, you agree to:

- 1. Only provide information that is true and accurate, and to promptly update that information in the event of any change;
- 2. Maintain the confidentiality of your user name and password;
- 3. Notify Selectiva.org if you know of or suspect a security breach of our Sites:
- 4. Maintain only one account; and Use the Sites in compliance with all applicable laws, regulations, and institutional policies.

You will not use the Sites to:

- 1. Harm, threaten, abuse, disrespect or harass other users, or share content that is unlawful, vulgar, obscene, libelous, invasive of another's privacy, disrespectful, hateful, or racially, ethnically, or otherwise objectionable;
- 2. Impersonate another user or provide false information;
- 3. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Sites;
- 4. Damage or interfere, or attempt to damage or interfere with the proper working of the Site or surreptitiously intercept any system, data, or personal information from the Site. This includes transmitting any material to the Sites that contains viruses, worms, files, programs, or other computer code designed to disable, interrupt, destroy, redirect, monitor another's usage, or to limit or otherwise inhibit the functionality of any computer software, hardware, or telecommunications equipment;
- 5. Intentionally or unintentionally violate any applicable law;
- 6. Resell, decompile, reverse engineer, disassemble, or otherwise convert the software underlying the Sites; or Monitor the Site's availability, performance, or functionality for any competitive purpose, or develop a competing product or service using the Content available on the Site;
- 7. Contact, advertise to, solicit, or sell to any person featured on the Site; or to otherwise use contact information provided on the Site for unauthorized purposes.

Any unauthorized use of the Site or its Content may subject you to civil or criminal liability and may result in Selectiva.org terminating your use of the Site. Selectiva.org reserves the right to exclude any user from the site, including any Teacher or Donor, at its sole discretion.

You recognize that if you breach these Terms, it may cause Selectiva.org and others to suffer irreparable loss, damage, and harm in an amount not easily ascertained. You therefore agree that Selectiva.org may immediately seek an injunction against you to stop your distribution, display, or copying of any such content, and you waive any objection to the scope of such an action.

#### **User-Generated Content**

As a crowdfunding platform, we rely on user-generated content to run our website. This section covers the rules you need to abide by and the permission you give us when submitting any content to Selectiva.org.

When you submit Content to Selectiva.org, you represent that you have all the necessary rights, licenses, waivers and releases to post, email, or upload the content. You're also responsible for the legality, reliability, appropriateness, originality, and copyright of any such content.

While you retain ownership of the works you create or submit to Selectiva.org, such as the project essay, you grant us and others working on our behalf a perpetual, irrevocable, worldwide, non-exclusive, fully-paid, and fully-sublicensable license to use any submission, and any portion of a project, in furtherance of Selectiva.org's purposes and activities and to promote Selectiva.org, the Sites, and its programs. This includes the right to copy, publish, display, create derivative works, and make other uses of the submission and license others to do the same, for Selectiva.org's purposes, whether or not your project is funded.

Any questions, suggestions, ideas, feedback, or other information about the Site or Content provided by you to Selectiva.org are non-confidential. Selectiva.org is entitled to unrestricted use and dissemination of these submissions for any purpose—commercial or otherwise—without acknowledgment or compensation to you.

Selectiva.org may preserve any content and may also disclose content if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to comply with legal process, applicable laws, or government requests; to enforce these Terms; to respond to claims that any content violates the rights of third parties; or to protect the rights, property, or personal safety of Selectiv a.org, its users, or the public.

If any content you upload or post to the Site contains your name, image, or likeness, you hereby release and hold harmless Selectiva.org and its contractors and employees from all claims of invasion of privacy, publicity, libel, or any other claims made by you or any successor to such claim in connection with the content you provided.

#### **Copyright Issues**

This section describes the process you agree to should there be any copyright concerns regarding Content on our Sites.

We will process and investigate clear notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement.

If you'd like to submit a claim of copyright infringement, please visit our Copyright Policy.

Our designated agent for notice of alleged copyright infringement is:

# Selectiva.org

Trust & Safety

2051 Junction Ave,

Suite 225, San Jose,

CA 95131

#### **Teacher Terms**

This section outlines what's additionally required of you when creating a Teacher account on Selectiva.org.

By registering for a teacher account with Selectiva.org, you acknowledge and agree that:

- 1. You are a "Teacher," meaning that you teach in an eligible position, and meet all of the following criteria:
  - You are a full-time employee of a PreK-12 public school, charter school, or Head Start Center in the 50 states or District of Columbia that is approved and verified by Selectiva.org;
  - You work directly with students at least 75% of the time; and
  - You are not an administrator, paraprofessional, teacher's aide, substitute teacher, or student teacher.
- 2. No local law, regulation, or institutional policy prohibits your use of the Site, and you have obtained all necessary authorization from by your educational institution and/or school district ("Institution") to enter into this Agreement.
- 3. From time to time, Selectiva.org may contact you through email or by phone (including automated calls and messages) about your account, project, or use of the Sites. Even if you "opt out" of a correspondence, you're still responsible to be aware of any information or updates we send about your account.

#### **Project Submissions**

Selectiva.org has sole discretion to approve projects submitted by Teachers. By creating a project on our Site, you acknowledge and agree that:

- 1. The activity you propose is legal, and you have the necessary permissions from your Institution and/or student's parent(s) or legal guardian(s) to complete the project if fully funded.
- 2. You, your friends or family members will not financially benefit from the project.
- 3. You have the right to upload all data or information that you provide on behalf of yourself, your Institution, or its students. You are solely responsible for obtaining these rights, permissions, and authorizations before submitting this Content to Selectiva.org.
- 4. You have obtained all necessary prior written consent from the parent(s) or legal guardian(s) of any students who are shown, referenced, or otherwise identified in the Content that you choose to provide to Selectiva.org, using the permission form provided by Selectiva.org and any other applicable permission forms or releases as determined by your Institution. You will only post photos for which you have obtained signed permission slips from the parent(s) or legal guardian(s), and you can present those permission slips to Selectiva.org upon request at any time.
- 5. Any projects you submit are for your class. You will not submit projects on behalf of another teacher or classroom. If you post a project on behalf of your Institution, or in a joint effort across classes at your Institution, you agree to take full responsibility for the project if it is fully funded.
- Selectiva.org is not required to treat any submission as confidential, and will always post projects requesting funding alongside the school name, city, and state.

# **Fully-Funded Projects**

By submitting a project, you agree to the following if the project is fully funded:

- Requested resources will be used by students or to provide a student experience as described in your project essay. In the case of
  professional development projects, you agree that the requested resources and/or funds will solely be used to help you improve
  your craft as an educator.
- 2. You will fulfill your thank-you package responsibilities (as detailed below) in a timely manner, and you will contact Selectiva.org immediately if you can't so that we can provide reasonable guidance to develop an alternative plan.
- 3. You understand and abide by our <u>Materials Ownership Policy</u>, which explains that project materials received through Selectiva.org should stay in the classroom for which they were purchased, unless the project essay clearly states that materials are for student use or ownership outside of the classroom. The policy also outlines how materials should be distributed if you will no longer be in the classroom for which the project was funded.

### Thank-You Package Responsibilities

Once a project is fully funded and implemented (i.e., the materials are put to use in the classroom, or the trip/event takes place), teachers are required to complete a thank-you package ("TYP"). The TYP consists of an impact letter, photos of the project in action, and thank-you notes from students. Thank-you notes are only required when one or more Donors indicate that they would like to receive them, and we'll let you know at the time of full funding whether or not thank-you notes are required. In submitting these portions of your TYP, you agree to the following:

- You will provide the parent(s) or legal guardian(s) of each child who will be photographed engaging in the project activity with a <u>Selectiva.org Permission Slip</u>, and ensure that each Permission Slip is signed by the parent or legal guardian of every child depicted in a photo you submit to Selectiva.org. You must maintain these permission slips, and if requested by Selectiva.org, you will provide Selectiva.org the signed permission slips of your students.
- 2. For projects that require student thank-you notes, you will provide student thank-you notes that do not contain any personal information that may identify a single student.
- 3. You understand that the promptness and thoroughness with which you complete the TYP may affect how many projects you are allowed to submit in the future. Please see <u>How Points are Earned and Benefits Gained</u> for more information.

### **Donor Terms**

There are a few ways to donate through Selectiva.org. You can give directly to classroom projects, directly to a teacher, purchase a gift code, and purchase account credits. This section defines what you agree to when placing such donations.

#### **Donations to Projects**

Each donation made to Selectiva.org goes directly to fund the classroom project or Teacher for which it was given. Donors are encouraged to allocate 15% of their donation towards Selectiva.org operations but can remove or reduce this allocation at time of donation.

Included in the "material cost" (i.e., the price of the project exclusive of a donation to Selectiva.org operations) are: shipping charges, sales tax, credit card processing fees (regardless of payment method), and the cost of labor and materials needed to fulfill each project (which includes postage and processing for TYPs).

If you donate to a project during the "Friends and Family Pre-Funding" period, your donation will only be applied to the project once it is approved by our project screeners. If the project is overfunded, not approved, or otherwise canceled by the teacher, your donation will be given as Selectiva.org account credits to the teacher.

We cannot offer refunds on donations. If the project you donated to expires or otherwise doesn't move forward before it is fully funded, we use a range of information to assess whether or not you personally know the teacher you're giving to, and handle your donation in one of two ways:

- 1. If you donated through a link the Teacher provided, or otherwise indicated that you know the teacher personally: We'll send your donation to the Teacher automatically, for use on their next classroom project.
- 2. If you did not donate through a link indicating that the Teacher referred you to the site: We'll notify you via email so that you can choose whether you'd like to find another project to support, or send your donation to the original Teacher for their next classroom project. If you haven't taken an action after thirty (30) days, we'll apply your donation to an urgent classroom project in need of support.

Infrequently, a Teacher will move to a different school while they have active projects available for funding on the Site. Until the Teacher alerts us about their move, the school information associated with any projects posted on the Site may not accurately reflect the new school at which they are teaching. In addition, we may deliver the resources requested by that Teacher to their classroom at their new school, even if some or all of the project's donations were received before the Teacher's school information was updated on our website.

#### Gift Cards

Gift cards purchased at www.Selectiva.org/gifts expire six (6) months after the purchase date, in order to encourage recipients to apply the donation to a project as soon as possible. If you have provided an email address for your recipient, they'll receive an email reminder if the gift card is unredeemed thirty (30) days after purchase. Gift cards obtained through other channels, such as a promotional campaign or giveaway also have pre-determined expiration dates that may be less than six (6) months from the date of receipt.

Gift cards can be redeemed toward projects requesting funding on Selectiva.org. If the gift card was obtained through a promotional campaign or giveaway, restrictions (such as a limit to the number of gift cards per user) may apply. Donations made by redeeming a gift card are not tax deductible. An optional donation toward Selectiva.org operations is determined at point of redemption by the gift card recipient.

### **Account Credits**

You may purchase account credits or they may be available within your account when a donation is returned to you (usually in cases where a project doesn't reach full funding). In that event, we'll email you to let you know that you have account credits to spend.

If you <u>purchase account credits</u> directly, they will remain active for one (1) year after purchase. If you receive account credits through another means and either haven't used them within thirty (30) days or requested to extend their expiration date, we'll apply them to a project on your behalf in order to make sure that students get the resources they need as quickly as possible.

# **Terms of Donating**

Selectiva.org is a 501(c)(3) charity and all donations are tax deductible to the fullest extent allowed by law. You may view a copy of our annual financial statements and federal tax returns through links on our <u>Financials page</u>, or you can obtain them by writing to:

# Selectiva.org

Trust & Safety

2051 Junction Ave,

Suite 225, San Jose,

CA 95131

By placing a donation with Selectiva.org you agree that:

- 1. Any donation you make is legal in your jurisdiction, and
- Selectiva.org cannot be responsible for the success of any proposed or funded projects or for the activities (or lack thereof) of the Teachers or students participating in any proposed or funded projects.

- 3. We may, but are not obligated to, share information with you regarding each project. This may include descriptions of the proposed activity, photographs of the completed project, and thank-you notes. This content and others we may send are solely for your personal, non-commercial use and may not be distributed, displayed, or copied unless expressly authorized by Selectiva.org.
- 4. In the event that you create a Donor gift registry account, enabling yourself and others to contribute funds for a specific project in honor of a named person, you confirm that you have permission of the named person (or permission of their parent(s) or legal guardian(s), if a minor) to provide their name and other required information for display to prospective donors and other users on the Sites.

# **Third Party Websites**

This section describes how Selectiva.org links to websites, and what that means for you.

The Sites may provide links to other websites ("Linked Sites") as a convenience to you. Such Linked Sites are not maintained by Selectiva. org, thus Selectiva.org is not responsible for the content, products, services, policies, or activities of those Linked Sites. The inclusion of any link to such Linked Sites does not imply endorsement by Selectiva.org of the Linked Sites.

#### Disclaimers

This section describes how the use of the Sites is at your own risk, and that Selectiva.org makes no warranties of any kind.

You expressly understand and agree that your use of the Sites, including the Content and resources and experiences funded through use of Selectiva.org, is at your sole risk. The Site and all Content are provided on an "as is" and "as available" basis, without warranty of any kind. Selectiva.org hereby expressly disclaims all warranties and conditions with regard to this Site and the Content, including without limitation, all express or implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

Selectiva.org makes no warranty that: (i) this Site and its Content: are accurate, complete, timely, continually available, uninterrupted, virus-free, or error-free; (ii) the results that may be obtained from the use of the Site or its Content will be reliable; (iii) any errors in the Content will be corrected; and (iv) the Site or the service that makes it available are free of viruses or other harmful components or free of any breach of security (including data breach). In addition, we make no representation about the suitability of the Content for any purpose. You (and not Selectiva.org) assume the entire cost and risk of using this Site and its Content. Selectiva.org retains the right to restrict use of the Sites, in any manner it deems appropriate.

### Limitation of Liability

This section explains how we are not liable for any damages resulting from your use of our Sites.

In no event shall Selectiva.org, its agents, affiliates, licensors, and service providers, and, in each case, their directors, officers, representatives, employees, subcontractors, advisors, volunteers, or anyone else who has been involved in the creation, production, or delivery of the Sites and the content contained thereon (collectively "Selectiva.org and its Affiliates") be liable for any damages whatsoever, including, without limitation: direct, indirect, punitive, incidental, special, consequential, or exemplary damages, damages for loss of products, use of data or other intangible losses resulting from the use of any of the Sites, the content contained thereon, or any linked site, or with the delay or inability to use the Sites or the Content contained thereon, (including any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or equipment or network failure) whether based on contract, tort, strict liability, or otherwise, even if there is negligence by Selectiva. org and/or any authorized Selectiva.org representative or any person has been advised of the possibility of such damages.

You understand and agree that your use of the Sites is predicated upon your waiver of any right to sue Selectiva.org and its affiliates and to participate in any class action suit for any losses or damages resulting from your use of the Sites. Where applicable law does not permit the limitation of liability, implied warranties, or the exclusion or limitation of certain damages set forth above, the aggregate liability of Selectiva.org shall not exceed one hundred dollars (\$100).

Selectiva.org has no control over the conduct of or any information provided by Donors, Teachers, or any user(s), and hereby disclaims all liability in this regard to the fullest extent permitted by applicable law, including, but not limited to, any errors or omissions in the content, for any loss of any kind incurred as a result of the use of any such content.

#### **Termination**

This section describes how this Agreement can be terminated by you or Selectiva.org, and what you agree to when that happens.

You may terminate this Agreement by contacting us to cancel your Donor or Teacher account, as applicable, and stopping all use of the Sites.

Selectiva.org may take any action against you that we deem necessary or appropriate if we believe that you are violating the Terms, infringing any intellectual property right or other right of any person or entity, violating any law, or creating liability for Selectiva.org. We will take all appropriate legal action, including, without limitation, referral to law enforcement. We may also terminate, suspend, or limit your access to all or part of the Site and the Content for any or no reasons, including, without limitation, any violation of this Agreement, in our sole judgment, and without warning or prior notice.

# Severability and Construction

If any provision of this Agreement is unlawful, void, or unenforceable, the remaining provisions will remain in effect. The section headings are for convenience only and do not have any force or effect.

# Resolution of Disputes & Governing Law

This Agreement contains a binding arbitration provision which may be enforced by the parties.

Any controversy or claim arising out of or relating to your use of any Site or this Agreement must be brought within one (1) year after the cause of action arises, or such claim or clause of action is barred, and shall be settled by binding arbitration in accordance with the

commercial arbitration rules of the American Arbitration Association to be heard and adjudicated by one arbitrator to be mutually chosen by you and Selectiva.org. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

Any dispute, controversy, or claim arising out of or related to this Agreement or the Site is governed by the laws of the State of California, USA and controlling United States federal law (excluding any rules of law that would lead to the application of the laws of any other jurisdiction and without application of the Uniform Computer Information Transaction Act or the United Nations Convention of Controls for International Sale of Goods). Any non-arbitrable claims must be brought in the state or federal courts of California.

You agree to submit to the jurisdiction of the state and federal courts in California County in the State of California with respect to such any litigation arising out of or related to your use of this Site or with respect to these Terms, waiving all affirmative and legal defenses regarding jurisdiction, forum, and venue.

The arbitration shall be conducted in California and claims regarding the judgment of the arbitrator (including entry of judgment on the arbitration award) shall be brought in and subject to the exclusive jurisdiction of the State and federal courts located in California, California, and you waive all affirmative and legal defenses in respect to any jurisdictional, venue, or inconvenient forum objections. Either you or Selectiva.org may seek any interim or preliminary relief from a state or federal court of competent jurisdiction in California, California, as may be necessary to protect the rights or property of you or Selectiva.org pending the completion of arbitration.

#### Indemnification

You agree to indemnify, defend, and hold Selectiva.org and its Affiliates harmless from and against any and all loss, liability, claims, causes, actions, damages, or penalties including reasonable attorneys' fees incurred in connection with any claim made by any third party due to or arising out of the following

- 1. Your use of any Site or Content in violation of any term of this Agreement or any applicable law or regulation;
- 2. Breach of your representations and warranties as set forth in these Terms;
- 3. Any content you provide to Selectiva.org or the Site;
- 4. Any technical, security, or other disruption to the Site or systems transmitting the Site to you to the extent such disruption is related to your actions:
- 5. Any action taken by us during or as a result of any investigation by us into you.

You agree that you'll cooperate with us in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

#### **State Fundraising Notices**

Our financial report is always sent free to anyone requesting a copy, but certain States require us to advise you that a copy of our financial report is available from them. Registration with the Secretary of State or Attorney General of any state does not imply endorsement by such body. <u>View a full list of state fundraising notices</u>.

# **Contact Selectiva.org**

If you have any questions about the Sites or this Agreement, you may contact us via e-mail at safety@Selectiva.org. You can also send questions or comments to the address below.

# Selectiva.org

Trust & Safety

2051 Junction Ave,

Suite 225, San Jose,

CA 95131

### Privacy

We are committed to protecting the privacy of any personal information you may provide to us when you use the Sites. This Agreement includes and incorporates by reference Selectiva.org's <u>Privacy Policy</u>. By accepting the terms of this Agreement, you agree to abide by the terms of this <u>Privacy Policy</u>.

#### **Entire Agreement**

This Agreement, including the terms specifically applicable to Donors and Teachers, and other policies and notices Selectiva.org may post on the Sites, constitute the entire agreement between Selectiva.org and you in connection with your use of the Sites and supersedes any prior agreements between Selectiva.org and you regarding such matters, including prior versions of this Agreement. The terms of this Agreement are effective until terminated. In the event of termination, the disclaimers, limitations of liabilities, and indemnities set forth in this Agreement will survive.

# **Updates to this Agreement**

We may revise this Agreement at any time. By your continued use of the Sites, you agree to be bound by future revisions. If we make a material change to this Agreement we may post advance notice on the Site, and if you are a Teacher or Donor with an active account, we may also notify of any such changes via the email we have on file for you, or otherwise as required by law, and request your consent to such changes.