

Mouse Create Website

TERMS OF USE

Last updated August 25, 2016

Welcome to the Mouse Create website, create.mouse.org ("**Site**").

Use of the Site is subject to the following Terms of Use. Please read them carefully. By using the Site, you agree to be legally bound by and to comply with these Terms of Use. No one under eighteen years old may use the Site unless their parent or legal guardian acting on their behalf has consented to these Terms of Use.

If you do not agree to comply with these Terms of Use, you may not use this Site.

Mouse Inc. ("**Mouse**," "**we**" or "**us**") may modify these Terms of Use, so please check this page regularly. If you continue to use the Site after we post a change, the new terms will apply to your use of the Site.

Who Can Participate In Mouse Create?

If you are a student, in order to participate in Mouse Create, you must be a registered user of the Site who has received a Mouse Create Group Code ("**Group Code**") directly from your Mouse Create Educator. If you are an Educator, you must receive your Educator Code from the Mouse organization or its affiliate.

Mouse Create Community

The Site may allow you to communicate with other Site users. Any such content, messages or information ("**Content**") distributed through the Site are posted by and reflect the views of Mouse Create users and not those of Mouse.

Content you post on the Site may be viewed by other users of Mouse Create. Please read our Privacy Notice, which is incorporated herein by reference, for information about keeping your information and personal account safe. By posting Content on the Site, you grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, unrestricted license (with the right to sublicense) to reproduce, display, perform, create derivatives works from, modify, translate, transmit, distribute or otherwise use, in whole or in part, any Content in any form and in any media now known or later developed.

Acceptable Use

We welcome active debate. In order to ensure a safe and civil online environment, Mouse reserves the right to remove any Content you post on the Site or terminate your participation on

the Site at any time, with or without cause. You agree not to upload, post, display, distribute, transmit or otherwise publish on the Site any material that:

- (1) is libelous, obscene, pornographic, harassing, or abusive;
- (2) is violent, hateful, or threatening to anyone or any group;
- (3) infringes any copyright, trademark, trade secret or other proprietary right of another;
- (4) violates anyone's right of privacy or publicity or is otherwise illegal;
- (5) contains code, including, but not limited to viruses, bugs, worms, or Trojan horses, that can disrupt or damage the Site, its underlying software or any hardware or computer equipment; or
- (6) sells or promotes any products or services.

You may not use this Site while impersonating any other person or entity, to collect or use any information about other Mouse Create users for any purpose, or to distribute chain letters, junk mail, "spam" solicitations, commercial advertising, or other bulk communications of any kind.

Copyright

The Site and all its content, such as text, photographs, graphics, logos, button icons, images and software, are owned by or licensed to Mouse and protected by United States and international copyright and other intellectual-property laws. The information and materials contained in this Site may not be modified or altered in any way.

You may print, copy or distribute the text materials contained in this Site, but only (i) to participate in or operate the Mouse Create program in your school or school district, (ii) if you include all trademark, copyright, and other proprietary rights notices in the same form in which the notices appear on the Site, and (iii) you do not modify or alter the text materials or proprietary notices in any way.

You may not print, copy or distribute any photograph, illustration, artwork or other graphic material contained on this Site for any use without first obtaining the permission of Mouse (at info@mouse.org or the address and number listed below) and the copyright owner.

Except for the foregoing, you may not copy, display, perform, distribute, transmit, modify, create derivative works from, enter into a database, or in any way exploit any part of the Site, including its underlying computer programs and other coding.

Notice of Copyright Infringement

We respect the copyright and other proprietary rights of third parties whose material is posted on the Site. We do not monitor the copyright ownership of all materials posted on our Site. If you believe that any material posted on our Site infringes a copyright, you may request the removal of that material from the Site in accordance with the Copyright Act, 17 U.S.C. 512(c)(3) and procedures described below.

A notice of infringing material that complies with the Copyright Act, 17 U.S.C. § 512(c)(3)

("Notice") must be sent to the agent we have designated with the Copyright Office: Mouse Inc., 55 Broad Street, 16th Floor, New York, New York 10004, or info@mouse.org.

To comply with the Copyright Act, your Notice must be in writing and must include the following:

- (1) the signature of the person or entity making the complaint;
- (2) the contact information of the complaining party (including full name, address, telephone number and preferably email address);
- (3) information about the allegedly infringed work (or works);
- (4) information sufficient for us to locate the infringing work (or works);
- (5) a statement by the complaining party that they have a good faith belief that the use is unauthorized; and
- (6) a statement under penalty of perjury that the information in the Notice is accurate.

Once we receive a satisfactory Notice, we will remove the material from display on the Site. We will promptly take reasonable steps to inform the user who posted the allegedly infringing material (the "**alleged infringer**") of the Notice and subsequent removal. The alleged infringer may then provide us with a counter-notice ("**Counter-notice**") that the initial infringement notice was erroneous. Such Counter-notice must be in writing and must include:

- (1) a signature;
- (2) identification of the removed material;
- (3) identification of the location where the material appeared before removal;
- (4) a statement of good faith belief that the material was removed in error;
- (5) the alleged infringer's name, address, and telephone number; and
- (6) a statement of consent to jurisdiction in federal district court.

Upon receipt of a Counter-notice, we will notify the complaining party of the Counter-notice and restore the material within 10 to 14 business days of receipt of the Counter-notice, unless the complaining party informs us that an action for a restraining order has been commenced in federal court.

Trademarks

Mouse and Mouse Create and other indicators of source that Mouse uses on the Site are owned by Mouse ("**Our Trademarks**"). Our Site also contains the trademarks and service marks of other organizations (each, a "**Third-Party Trademark**"). You may not use Our Trademarks or any Third-Party Trademark in any manner without our or such third-party's, respectively, permission. In addition, you may not use Our Trademarks or any Third-Party Trademark in any manner that disparages or discredits Mouse or the owner of the Third-Party Trademark.

Linking to Our Site

Mouse grants you a limited, non-exclusive, revocable, non-transferable license to download the Mouse name and Our Trademarks (collectively, the "**Mouse Links**") from our Site solely for the

purpose of linking to the home page of our Site. You agree not to alter the Mouse Links in any way or to portray Mouse on your site in a false or misleading light. You also agree not to use the Mouse Links on a website with content that is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable, or that would constitute or encourage a criminal offense, violate the rights of any party, or otherwise give rise to liability or violate any law. You understand that Mouse has not authorized, sponsored, endorsed, or approved your website or your organization and its activities and agree that the Mouse Links will not be used in any manner that would falsely convey Mouse's sponsorship, endorsement or approval. You also agree that you acquire no rights in the Mouse Links as the result of your authorized use of them. Mouse may terminate your license to the Mouse Links at any time, at Mouse's sole discretion. Mouse reserves all proprietary rights in the Mouse Links and Our Trademarks.

Links to Other Websites

We may make content or services from other websites available to you from links located on our Site. When you click on these links, you are leaving our Site for others that are governed by their own terms of use. Please read the terms of use of third-party sites that you visit. We have no control over these sites or their content. Except for information or services identified as being supplied by Mouse, we do not review, operate, or control any material, information, products or services on third-party sites. As we are not responsible for and cannot control these third-party sites or their content, please direct any concerns regarding such linked sites to their administrator or webmaster.

Disclaimers

Our Site is available on an "as is" basis. We do not warrant that the Site will be uninterrupted or error-free. There may be delays, omissions, interruptions and inaccuracies in materials available through our Site. We do not make any representations or warranties about the accuracy, completeness, timeliness or reliability of any statement or information displayed or distributed on the Site or available through links on the Site. We reserve the right to correct any errors or omissions in the Site. If you rely on our Site and any materials available through it, you do so solely at your own risk.

To the maximum extent permitted under law, we deny all express or implied warranties with respect to the Site or any information that is available through the Site, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

Although we intend to take reasonable steps to prevent the introduction of destructive materials to our Site, such as viruses, worms, and "Trojan horses," we do not guarantee or warrant that our Site or the materials that may be downloaded from our Site are free from such destructive materials. We will not be liable for any damages or harm attributable to such materials.

Limitation of Liability

We and our officers, directors, and employees (the "**Mouse Parties**") will not be liable for any claim, loss or injury based on your use or inability to use the Site, or any errors, omissions, interruptions or inaccuracies in our Site, nor will the Mouse Parties be liable for any claim, loss or injury that results from your breach of any provision in these Terms of Use.

The Mouse Parties will not be liable for any direct, indirect, incidental, consequential, special, punitive or exemplary damages (including lost revenues or profits, loss of business, or loss of data) arising out of or in connection with our Site, Site services, Site materials, or these Terms of Use, regardless of whether such liability is based in tort, contract or otherwise, in each case to the extent permitted by applicable law.

Indemnification

You agree to indemnify and hold harmless each Mouse Party against all losses, expenses, damages and costs, including reasonable attorneys' fees and expenses, the Mouse Party incurs as a result of your violation of these Terms of Use. We have the right, but not the obligation, to take over the exclusive defense of any claim for which any Mouse Party is entitled to indemnification from you. You agree to cooperate with us, following our reasonable request, in connection therewith.

Termination

We reserve the right to terminate the Site, access to the Site and these Terms of Use at any time, without notice, for any reason, including your violation of any of the provisions of the Terms of Use. The "Limitation of Liability" and "Governing Law" sections of these Terms of Use, and the restrictions imposed on you with respect to material you download from the Site survive any such termination, as does your license to Mouse of any Content you provide to us on the Site.

Governing Law

These Terms of Use are governed by the laws of the State of New York applicable to contracts made and performed there, without regard to its conflicts of law principles.

Forum Selection

You agree that any claim or dispute arising out of or relating to your use of the Site and these Terms of Use will be brought exclusively in the state or federal courts sitting in the State and County of New York. You agree to submit to the exclusive jurisdiction of these courts and waive any jurisdictional, venue or inconvenient forum objections to such courts.

Severability

If any provision of these Terms of Use is deemed unlawful, void or for any reason unenforceable, then that provision will be considered severed and will not affect the validity and enforceability of any remaining provisions.

PRIVACY NOTICE

Last updated August 25, 2016

Welcome to the Mouse Create website ("**Site**").

Mouse is committed to maintaining the privacy of personal information you provide to us when you use our Site. This Privacy Notice describes how we collect, use and share your information via the Site.

Collection of Your Personal Information

Mouse collects your personal information when you register to participate in Mouse Create, such as your name, gender, age, address (city, state and country), telephone number, e-mail address, your year in school, race and ethnicity (together, "**Personal Information**").

We collect your Personal Information for evaluation purposes. We may use your e-mail address to contact you directly for evaluation purposes to help further Mouse's goals.

Note to Educators: Educators must register with us when their students participate in the Mouse Create program. We collect your personal information when you register, including your name, address (city, state and country), telephone number, e-mail address, as well as the name, address and demographics of your school. If you are a Educator who has registered to participate in Mouse Create, you agree to keep confidential any information about your students that we provide to you and to use such information solely for evaluative educational purposes. You shall not disclose such information to any third party unless otherwise required or permitted by law or school policy. If you agree to use the services of a third party to issue badges publicly to students, you acknowledge that the privacy notice or policy of that third party will govern information provided to that party, and you agree that appropriate consents have been given to share such information with that party.

Note to Parents: Parents can review their child's Personal Information, have it deleted, and refuse to allow the further collection or use of their child's Personal Information. The section "Review and Update Your Personal Information" below explains how to contact Mouse to perform any of the above actions. You acknowledge that if your child is issued a badge via the services of a third party, the privacy notice or policy of that third party will govern information provided to that party, and you consent to share such information with that party.

Location of Servers and Transfer of Information

Our servers are located in the United States. If you are located outside of the United States, the information you provide to us will be transferred to the United States. By using our Site or providing your Personal Information to register for a Mouse Create account, you consent to this transfer and to the collection, storage, processing and use of your Personal Information in the United States. In addition, our service providers may not be located in your geographic area or in the United States. By providing your Personal Information on the Site, you also consent to the transfer of your data to these service providers.

Non Personal Information

We may collect information about Site users that is not associated with any information that identifies you to help us evaluate how the Site is used, to facilitate use of the Site, to analyze user interests, and for systems administration purposes. This type of information includes, among other things, the user's IP address, browser type, and Site usage data, such as what pages are visited and time intervals between Site visits and individual web page visits within the Site ("**Non Personal Information**").

Mouse collects Non Personal Information by using "cookies." A cookie is a string of information that is sent by a website and stored temporarily in your computer's memory. You may set your browser not to accept cookies. Although you are not required to accept the use of cookies, your participation in the Site will be easier if you have not disabled the cookie technology on your browser.

If you have provided Mouse with any Personal Information, we will link it to Non Personal Information we have collected from you so that we can help your Educator evaluate your online skills. We may also use such Personal Information together with Non Personal Information to the extent we determine that it is necessary to identify a user because of safety or security issues or to comply with legal requirements or for legal process.

Sharing With Third Parties

We share your Personal Information with the badge provider, if you opt to use their services. We share your Personal Information and certain Non Personal Information you provide us with third parties who work with us to maintain and update our Site. We ask such third parties to maintain the confidentiality, security and integrity of the information provided to them. We also provide it to participating Educators and our consultants to help us evaluate the Mouse Create program, your participation in it, or if required by law or to enforce this Privacy Notice. For evaluative purposes, we combine your Personal Information and Non Personal Information with those of other Mouse Create users, from which we create collective anonymous profiles of our users and their activities. Mouse uses these collective profiles in reports to its sponsors. We do not share your Personal Information with our sponsors, nor do we sell or rent your Personal Information to

any third party.

You may choose to prohibit our disclosure of your Personal Information to others by contacting us and directing us to impose such limits. But if you impose such restrictions, we must terminate your participation on the Site. Once your participation on the Site has ended or is terminated, we keep your Personal Information in our secure archive so that we can contact you in the future about related projects and activities that may be of interest to you and for research purposes.

Exception: Mouse reserves the right to share your Personal Information in connection with legal process, such as responding to a subpoena, and with legal authorities if required by law or if we believe in our sole discretion that it is necessary to investigate, prevent, or take action regarding suspected illegal activities. We also reserve this right in those instances where we believe that you are involved in threats or are a potential danger to the physical safety of yourself or to the physical safety or property of us or third persons. We may share your Personal Information in connection with a merger, an acquisition or other corporate transaction involving our organization.

Security

We store your Personal Information and Non Personal Information in a secure manner and safeguard it from unauthorized access in a secure, restricted-access database. However, no data stored or transmitted over the Internet can be guaranteed to be 100% secure. Therefore, you provide us with your Personal Information and use our Site at your own risk.

Keeping your information secure is also your responsibility. You should take action to protect your anonymity when you use this Site. Please do not share your password with anyone and change it when prompted by us. After you have finished using the Site, log off and exit your browser so that no unauthorized persons can use the Site with your name and account information. When you post content, messages or information to the Site, do not give your full name, telephone number, email address, Instant Messenger screen name, home address or the name of your high school. Keep identifying information to a minimum. Please notify us immediately at info@mouse.org if you suspect that anyone may have gained unauthorized access to your Personal Information or account.

Review and Update Your Personal Information

Please contact Mouse at info@mouse.org or at the address and number listed below with inquiries about our Privacy Notice, our Site, or if you wish to update, correct or delete any information you have provided to us either online or offline. If you have registered to participate in Mouse Create, you may change certain Personal Information you have provided to us by accessing the Profile portion of our Site. If you request changes that cannot be made in the "Profile" section of our Site, we will contact you by e-mail to confirm those changes.

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