

Impact Ventures Competition Terms of Use

Last updated: October 4, 2021

PLEASE READ THESE IMPACT VENTURES COMPETITION (“COMPETITION”) TERMS OF USE CAREFULLY. THESE TERMS OF USE GOVERN YOUR PARTICIPATION IN THE COMPETITION AND YOUR ACCESS TO AND USE OF ALL INFORMATION, WEBSITES, SERVICES AND OTHER CONTENT (COLLECTIVELY, “SERVICES”) PROVIDED IN CONNECTION WITH THE COMPETITION. BY ACCEPTING THESE TERMS OF USE, ACCESSING AND USING SERVICES, OR OTHERWISE PARTICIPATING IN THE COMPETITION, YOU AGREE THAT: (1) YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS OF USE, AND (2) THESE TERMS OF USE CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND FUTURES ACTION NETWORK, LLC (HEREINAFTER “FAN”). IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SERVICES OR PARTICIPATE IN THE COMPETITION.

ARBITRATION NOTICE: These Terms of Use contain a binding arbitration agreement including a waiver of any right to participate in a class action lawsuit or class-wide arbitration. Please see the [Arbitration Agreement and Class Action Waiver](#) section below for additional details.

Minimum Age

You represent that you are at least 18 years of age (or the age of majority in the jurisdiction in which you reside). Neither the Competition nor the Services are intended for anyone under 18 years of age and you may not use the Services or participate in the Competition if you are under 18 years of age.

Privacy Notice and Competition Rules

Please view our [Privacy Notice](#), which applies to personal information processed about you in connection with the Services and the Competition.

Please view the [Competition Rules](#), which contain important provisions regarding participation in the Competition.

Modifications

We reserve the right to modify and update these Terms of Use, as well as any aspect of the Services, at any time in our sole discretion. We will notify you via the Services if we make any material changes. Your continued access to or use of the Services or participation in the Competition will constitute your acceptance of any modifications or updates.

Your Account

You may be required to create an account to access certain portions of the Competition website. You are not permitted to share, sell, distribute or otherwise transfer your account information or allow your login credentials to be used by any other individual. FAN may

terminate your account and suspend your use of the Services for any reason or no reason, without prior notice to you, including but not limited to if FAN suspects that your account is being used in an unauthorized manner.

Progressive Competition Site Content

The Services and all information, content, images, logos, trademarks, graphics, software, and other materials made available by FAN in connection with the Competition (collectively, the “Content”) are the sole property of FAN or its affiliates or their licensors and are protected by copyright and other laws, both in the United States and in other countries. You may not reproduce, modify, republish, distribute, resell, broadcast, reverse-engineer, create derivative works from or otherwise exploit in any manner, in whole or in part, the Content, except to the extent expressly permitted by FAN. You may download and copy the Content made available to you on the Competition website for your personal and noncommercial use, provided that you keep intact any copyright or other proprietary notices displayed therein. Except for this limited license, FAN does not convey any interest in or to the Content. All rights not expressly granted herein are reserved by FAN, its affiliates and their licensors.

Other Services and Features

For your convenience and information, the Progressive Competition Site may provide links to other online services and features, including apps, tools, widgets and plugins, which may be operated by entities not affiliated with FAN. FAN makes no representations or warranties regarding any such online service or feature. If you choose to access any link to other online services or features, you understand that you are connecting directly to that online service or feature and will be subject to any terms of use, policies and privacy practices of the party that operates the service or feature.

Digital Millennium Copyright Act

FAN endeavors to observe the requirements of the Digital Millennium Copyright Act. In the event you believe that any Content or User Material (defined below) infringes your copyright or other intellectual property right, you may notify our designated agent by email at dmca@schmidtfutures.com or by mail to 155 W. 23rd St., 5th Floor, New York, NY 10011, Attn: Impact Ventures Competition.

You must include the following information in your complaint:

- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing with respect to the Progressive Competition Site;
- your email address, mailing address and telephone number;
- a statement by you that you have a good faith belief that the use of the material on the Progressive Competition Site is not authorized by the copyright owner, the copyright owner’s agent or law;

- a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- an electronic or physical signature of the copyright owner or person authorized to act on behalf of the copyright owner.

User Material

All content, ideas, plans, information, responses, and other materials (collectively "Submissions") submitted by or on your behalf in connection with the Competition shall be governed by the Competition Rules with respect to the grant of rights, confidentiality, and other applicable provisions in the Competition Rules.

Excluding Submissions, all content, comments, ideas, photos and other information (collectively, "User Material") that you post or submit to the Services shall be handled as follows. While FAN may not review or monitor submissions of User Material, FAN reserves the right to block, refuse, delete, remove or edit, in whole or in part, any User Material that violates these Terms of Use or is otherwise objectionable, as determined by FAN in its sole discretion. FAN assumes no liability in connection with your use of any User Material, including any errors or omissions contained in such User Material, or for any loss or damage incurred as a result of your use of any User Material. You are solely responsible and assume all risks associated with any User Material you submit or that is submitted through your Account.

You grant to FAN a nonexclusive, royalty-free, perpetual, worldwide, irrevocable, sublicenseable and transferable license to use, host, store, reproduce, modify, publish, adapt, translate, edit, create derivative works from, publicly display and distribute any User Material you submit in connection with the Services in any media. You hereby waive any moral rights you may have in the User Material. By posting User Material on the Services, or otherwise providing User Material to FAN, you represent and warrant that you own or have the necessary rights and permissions to provide such User Material to FAN, and to authorize FAN to use such User Material in the manner contemplated by these Terms of Use. You acknowledge that FAN has no obligation to keep any User Material confidential.

Acceptable Use Policy

Submissions must adhere to all guidelines, rules, standards, and other requirements set forth in the Competition Rules.

You agree that you will not post or submit any User Material or use the Progressive Competition Site in a manner that: (1) is obscene, inappropriate, threatening, harassing, abusive, false, inaccurate, deceptive, libelous, defamatory, vulgar, pornographic, invasive of privacy or is otherwise injurious to third parties; (2) constitutes a criminal offense, gives rise to civil liability, or otherwise violates any local, state, national, or international law; (3) contains computer viruses, malware, bots, worms, Trojan horses or other harmful, disruptive, or destructive materials that limit the functionality of any computer software, hardware, or telecommunications equipment; (4) includes unsolicited advertisements,

promotional materials, spam, junk mail, pyramid schemes or other forms of solicitation; (5) impersonates another person or entity or falsely states or misrepresents your affiliation with a person or entity; (6) attempts to or disguises the origin of any User Material; (7) implies FAN's endorsement of your content; (8) restricts or interferes with any other person's ability to use or enjoy the Progressive Competition Site, as determined by FAN in its sole discretion; (9) tampers with postings, registration information, submissions or content of other people; (10) uses any robot, spider, scraper or other automated means or interface not provided by FAN to access the Services; (11) extracts data or gathers or uses information available through the Services through any means not intentionally made available or provided for through the Services; (12) infringes or alleges to be infringing upon a third-party's intellectual property rights, including any patent, trademark, trade secret, copyright, right of publicity, or other proprietary rights of any party, including, without limitation, any content that is the subject of any third-party claim of infringement; (13) violates contractual or fiduciary relationships; or (14) violates these Terms of Use or the Competition Rules, or uses the Services in any manner that is inconsistent with the purposes or objectives of the Services, as determined in good faith by FAN. FAN reserves the right to suspend or terminate your access to the Services and your participation in the Competition, and seek other legal or equitable remedies, upon becoming aware of any violation of this Acceptable Use Policy by you.

Warranty Disclaimer

THE SERVICES, THE COMPETITION, AND THE MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FAN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND THAT THE SERVICES OR COMPETITION WILL MEET YOUR REQUIREMENTS, THE SERVICES WILL BE TIMELY, SECURE, ERROR FREE OR UNINTERRUPTED, THE SERVICES WILL BE FREE OF ANY MALWARE OR OTHER HARMFUL CODE, OR THE CONTENT OR RESULTS OBTAINED FROM THE SERVICES OR FROM THE COMPETITION WILL BE ACCURATE, COMPLETE, OR RELIABLE.

FAN AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES AND, ACCORDINGLY, THE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU. IF YOU ARE A CONSUMER, ANY STATUTORY RIGHTS THAT CANNOT BE WAIVED BY YOU ARE UNAFFECTED BY THIS SECTION.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FAN OR ITS AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOST REVENUES, PROFITS CAPITAL OR OVERHEAD, ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF THE SERVICES OR PARTICIPATION IN THE COMPETITION,

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT FAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF DAMAGES, FAN'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF SUCH JURISDICTION.

Indemnity

You agree to indemnify, defend and hold harmless FAN and its affiliates, successors and assigns, and each of their respective trustees, officers, directors, employees, agents, suppliers and representatives, from and against all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, expenses, damages, settlement funds, fines, penalties and associated costs and expenses, including reasonable attorneys' fees, arising out of or related to (1) your use or misuse of the Services, including any Content; (2) your participation in or application to the Competition; (3) your breach of these Terms of Use; (4) any Submission or User Materials submitted or provided to FAN; or (5) any use of your Submission or User Materials and/or the exercise by FAN of any rights granted to it, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Submission or User Materials. FAN reserves the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section, in which event you agree to cooperate with any reasonable requests assisting our defense of such matter.

Release of Claims

You hereby release FAN and its affiliates, successors and assigns, and each of their respective trustees, officers, directors, employees, agents, suppliers and representatives from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with your use of the Services, participation in the Competition, any use of a Submission, and/or the exercise by Sponsor of any rights granted to it, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Applicant's Submission and claims for injury, loss or damage of any kind resulting from your participation in the Competition or acceptance or use of any prize.

Governing Law

All questions concerning the construction, validity, enforcement and interpretation of these Terms of Use shall be governed by and construed in accordance with the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law.

Binding Arbitration and Class Action Waiver

To the fullest extent permitted by law, you and FAN agree to arbitrate any controversy, claim or dispute arising out of or in any way related to your use of the Services or participation in the Competition, including but not limited to claims based on contract, tort, negligence, statutory or regulatory provisions. **EACH PARTY IS GIVING UP ITS RIGHT TO SUE IN COURT AND TO HAVE ANY CONTROVERSY, CLAIM OR DISPUTE HEARD BY A JUDGE OR JURY.**

YOU AND FAN EXPRESSLY AGREE TO ARBITRATE ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICES OR PARTICIPATION IN THE COMPETITION. THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO THRESHOLD ARBITRABILITY ISSUES, INCLUDING ISSUES RELATED TO WHETHER THIS AGREEMENT TO ARBITRATE IS UNCONSCIONABLE OR ILLUSORY AND ANY DEFENSE TO ARBITRATION. YOU ALSO AGREE THAT ANY ARBITRATION MAY ONLY BE BROUGHT IN YOUR AND OUR INDIVIDUAL CAPACITIES, NOT AS A CLASS, PURPORTED CLASS OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL OR ENTITY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

The mutual promise by you and FAN to arbitrate any and all disputes, and to do so on an individual basis, rather than to litigate before the courts or other bodies, provides the mutual consideration for this agreement to arbitrate.

Either party may exercise the right to arbitrate by providing the other party with written notice of any and all claims forming the basis of such right in sufficient detail to inform the other party of the substance of such claims. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations.

Unless you and FAN otherwise agree, the arbitration will be conducted in the county where you reside by a single neutral arbitrator and in accordance with the then-current rules for resolution of disputes of the American Arbitration Association (AAA) (available online at www.adr.org or by calling 1-800-778-7879). The parties are entitled to representation by an attorney or other representative of their choosing. The parties agree to abide by and perform any award rendered by the arbitrator. The arbitrator shall issue the award in writing and therein state the essential findings and conclusions on which the award is based. Judgment on the award may be entered in any court having jurisdiction thereof. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

If this arbitration clause is held unenforceable or arbitration is for any other reason not available, any disputes under this Agreement shall be heard in a court of competent jurisdiction in New York, New York.

General

To the extent any portion of these Terms of Use is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified solely to the extent necessary to cause such portion to be enforceable, and these Terms of Use, as modified, will remain

in full force and effect. This is the entire agreement between you and FAN relating to the subject matter herein.

Electronic Communications. These Terms of Use and any other documentation, agreements, notices, or communications between you and FAN may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.

How To Contact Us

If you have any questions about these Terms of Use, please email us at hello@impactventurescompetition.com. You also may write to: 155 W. 23rd St., 5th Floor, New York, NY 10011, Attn: Impact Ventures Competition.